

Authorization for Buyer Services

This will confirm that should _____ (“Intermediary”) introduce the undersigned (“Buyer”) or any affiliated person or company to _____ (“Company”) which MCM Capital Partners II, L.P. (“Buyer”) subsequently acquires within 24 months of the Introduction, measured from the date of the execution of this Agreement, Buyer agrees to pay Intermediary a Transaction Fee according the formula described below. In the event that the Company or its affiliates are paying a Transaction Fee to Intermediary, MCM will not owe Intermediary a Transaction Fee.

5% of the value of the first \$1,000,000, plus
4% of the value of the second \$1,000,000, plus
3% of the value of the third \$1,000,000, plus
2% of the value of the fourth \$1,000,000, plus
1% of the value in excess \$4,000,000

Total Consideration for purposes of this Agreement shall be defined as the sum of the consideration paid by Buyer to the Company or its shareholders (collectively “Sellers”) including any cash; securities issued or conveyed (including Promissory Notes issued by Buyer to Sellers); assumption of Company funded debt (e.g., bank loans and capitalized lease obligations); Earn-out; face value of obligations arising from consulting or employment agreements in amounts exceeding the payment for actual services received; covenants not to compete (provided said covenants are not double counted against other consideration already calculated); minus all cash and marketable securities acquired by Buyer on the Company’s balance sheet at closing.

Introduction shall be defined as providing a profile and contact information of Seller to Buyer including arranging a conference call or face-to-face meeting between Seller and Buyer.

Buyer agrees that upon consummation of the Transaction, pending Seller’s approval, Intermediary may, at its expense, announce to the business community through the Wall Street Journal and other appropriate media its role in effecting the Transaction.

Buyer agrees to copy Intermediary, upon Intermediary’s request, on all written offers made to Seller.

Intermediary makes no representations or warranties of any kind to Buyer regarding the business identified to Buyer by Intermediary hereunder. Buyer shall be responsible to verify to Buyer’s satisfaction the accuracy and/or completeness of any and all information pertaining to any transaction or business opportunity to which this Agreement is applicable.

If you agree with the foregoing, please so indicate by signing and returning to us a copy of this letter. By your signature below, you confirm that you are duly authorized to enter into this Agreement on behalf of the Buyer. A facsimile signature to this Agreement shall be binding on Buyer as if it were an original signature.

Agreed by Buyer:

Confirmed and Accepted:

Managing Director
MCM Capital Partners II, L.P.
25201 Chagrin Blvd., Suite 360
Cleveland, Ohio 44122

By: _____

By: _____

Date: _____

Date: _____