



FEE AGREEMENT

THIS FEE AGREEMENT (the "Agreement") is made and entered into by and between _____ (the "Finder"), and CID Capital II, Inc. at 201 West 103rd Street, Suite 200, Indianapolis, Indiana 46290 ("CID").

CID engages the Finder to identify and introduce prospective candidates ("Prospects") to CID and/or its shareholders, principals, subsidiaries, partnerships and other affiliated parties ("Affiliate") for acquisition, merger, capital investment, joint venture, or other such transaction with CID or Affiliate ("Transaction").

1. **FEES.** If a Transaction is consummated with a Prospect initiated by Finder, CID or Affiliate shall pay Finder a fee based on the total face value of consideration paid by CID or Affiliate ("Consideration") in connection with the Transaction. Consideration means the total consideration paid or payable to the owners of the Prospect to acquire or invest in the Prospect in any combination of cash, notes or stock, including deferred payments.

Such fee shall be the standard Lehman formula applied 5% to the first million of Consideration (or portion thereof), plus 4% of the second million of Consideration (or portion thereof), plus 3% of the third million of Consideration (or portion thereof), plus 2% of the fourth million of Consideration (or portion thereof), plus 1% of any additional Consideration in the Transaction.

The foregoing assumes that there are no such fees to be paid to the Finder by the Prospect as a result of the closing of the Transaction. If the Finder earns or collects a fee and/or any other form of consideration from any other party in connection with the Transaction, then the amount of fee due from CID or Affiliate shall be reduced by the amount of such other fee or Consideration.

CID will include language in the Transaction documents describing CID's or Affiliate's fee responsibility to Finder. Upon request, but subject to the terms of any confidentiality provisions, CID will provide Finder with copies of all closing documents and will provide Finder with adequate advance notice of the time and place of closing.

2. **EXPIRATION.** This agreement may be terminated by either party upon 30 days prior written notice. It is agreed and understood that CID or the Affiliate shall be under no obligation to close Transaction with Prospect or to pay any fees to Finder if Transaction is not closed by CID or Affiliate within twelve (12) months from the date Finder first submitted to CID or Affiliate unless the negotiations are continuing at the end of such twelve-month period and such negotiations are successfully concluded as a consequence thereof.
3. **INDEPENDENT CONTRACTOR.** Finder is an independent contractor. Finder will present the Prospect to CID and will prepare documents for the purpose of describing and

presenting information relevant to possible transaction; where CID deems appropriate, Finder will participate in site visits, discussions and negotiations; will work with CID's attorneys and accountants under the direction of CID; and will otherwise assist CID as a Finder to bring the Transaction to a close. In performing these services, Finder will obtain CID's prior approval of all information to be released. However, Finder makes no representation, express or implied, that it will effect a Transaction as a result of the services furnished under this Agreement.

4. SOLE RIGHT. CID shall have the sole right to accept or reject any Prospect presented.
5. PRIOR CONTACTS. Finder is aware that CID, in its ongoing business, maintains active contacts with a large number of companies and financial advisors, and may have established contact with, or been introduced by another intermediary, to Prospect prior to the submission by Finder. In addition, Prospect may have retained an investment banker or advisor to sell the business and CID or Affiliate is designated by Prospect or Prospect's advisors as a potential acquirer of the business such that CID or Affiliate is contacted by Prospect or its advisors. Should the foregoing be the case, CID or CID Affiliate will not be responsible for any fees for the services of Finder with respect to any acquisition of Prospect by CID or Affiliate.

No fee shall be payable under this Agreement if, within twenty (20) business days of identification of an acquisition Prospect, CID notifies Finder in writing with confirming documentation that CID had prior knowledge of the availability of the Prospect as an acquisition or investment candidate.

6. NO AGENCY. In connection with the activities hereunder it is agreed and understood that Finder shall not be deemed to be the agent of CID or Affiliate and is not authorized to make any agreement for CID or Affiliate or any representation or warranty on behalf of CID or Affiliate. Finder agrees not to disclose CID's or Affiliate's name to Candidate unless such disclosure is specifically authorized by CID or Affiliate.

This agreement may be amended only in writing signed by both parties, shall be governed by the internal laws of the State of Indiana and contains all the provisions, conditions, understandings, and agreements between the parties hereto with respect to the subject matter hereof. Any and all prior agreements between the parties hereto with respect to such matters are hereby superceded by this agreement.

Dated this _____ day of _____, 20____.

FINDER

CID Capital II, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____