



COLTALATM

The Coltala Group

Intermediary Agreement

INTERMEDIARY AGREEMENT

The Coltala Group, LLC ("TCG") and _____ and any of its affiliates ("Intermediary") enter into this Agreement effective as of _____ (the "Effective Date") and agree as follows:

1. Intermediary (the disclosing party) and TCG (the receiving party) wish to enter into discussions regarding a potential business relationship or combination, which will involve Intermediary providing certain confidential information (the "Information") about a _____ company (the "Seller") to TCG. Further, TCG agrees not to proceed with any business relationship, combination or other business matter pertaining to the Seller without the prior written consent of Intermediary.
2. TCG may only use the Information provided by Intermediary for the purpose of evaluating the proposed business relationship or combination, and may not utilize it in competition with the other.
3. This Agreement covers only Information which is disclosed between the Effective Date and twenty-four (24) months thereafter. TCG's obligations regarding Information will expire two (2) years after the date of this document as indicated above. Information shall be used solely as permitted above, and shall not be disclosed to a third party other than employees or professional advisors of the receiving party who are involved in the analysis of such Information and who have agreed to be bound by the terms of this Agreement. Each party shall protect Information of the other party using the same degree of care, but no less than a reasonable degree of care, as such party uses to protect its own confidential information. Upon termination of this Agreement or the disclosing party's written request, the receiving party shall cease use of Information and return or destroy all Information provided by the other party.
4. TCG shall be obligated to protect only Information: (a) disclosed in tangible form clearly labeled as confidential or proprietary at the time of disclosure; or (b) disclosed in nontangible form, identified as confidential or proprietary at the time of disclosure, and summarized in writing, designated as confidential or proprietary, and delivered to the other party within five (5) business days after disclosure.
5. This Agreement imposes no obligation upon TCG with respect to Information which: (a) was in the possession of, or was known by, the receiving party prior to its receipt from the disclosing party, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by the receiving party from a third party, without an obligation to keep such Information confidential; or (d) is independently developed by the receiving party without use of Information of the other.
6. Disclosure of the Information is not prohibited if prior notice is given to Intermediary and such disclosure is: (a) compelled pursuant to a legal proceeding or (b) otherwise required by law, and TCG has given prompt notice to Intermediary of such required disclosure and has cooperated with any reasonable attempt by Intermediary to prevent or limit such disclosure.
7. TCG does not acquire any rights in Information of the other party, except the limited right to use Information as described above. This Agreement does not impose any obligation on either party to proceed with any business relationship or combination with the other party.

8. This agreement shall be governed by and construed in accordance with the laws of the State of Texas, USA, disregarding any rules of the choice or conflict of laws. Any legal action to interpret, enforce, or dispute any portion of this agreement shall occur in a court of proper jurisdiction in Dallas County, Texas and in only the English language. If both parties agree to binding arbitration as a means to resolve any interpretation of any part of this agreement, arbitration will take place in Dallas, Texas.

In the event TCG acquires Seller, TCG shall pay, or cause to be paid, directly to Intermediary, a referral fee.

1. The fee payable by TCG shall be payable in cash by bank wire transfer concurrent with the transaction closing. Such fee shall be the standard Lehman formula applied:
 - 5% to the first million of purchase price (or portion thereof),
 - plus 4% of the second million of purchase price (or portion thereof),
 - plus 3% of the third million of purchase price (or portion thereof),
 - plus 2% of the fourth million of purchase price (or portion thereof),
 - plus 1% of the purchase price thereafter.

The Purchase Price shall include the combined value of any cash, stock, notes, securities and/or any other consideration of monetary value received by Seller from TCG at closing.

2. In the event TCG finalizes a purchase, merger, consolidation or affiliation of Seller within twelve (12) consecutive calendar months from the date of TCG's signature below, TCG shall be subject to all terms and conditions of this agreement. If active negotiations or the associated procedures for a transaction closing are in process on the expiration date of the carry over period, this agreement between TCG and Intermediary will be extended until the TCG/Seller transaction closing.
3. If TCG has previously reviewed this opportunity through a different source, no fee shall be due and this agreement shall be null and void.

This constitutes our entire agreement among Intermediary and TCG. All additions or modifications to this Agreement must be made in writing and must be signed by an authorized representative of each party.

All terms of this agreement are accepted by TCG and Intermediary:

The Coltala Group, LLC ("TCG")
 By: _____
 Name: Melanie Barton
 Title: Executive Vice President

 Name: _____
 Title: _____
 By: _____