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Fee Agreement & Acquisition Candidate Registration

Acquisition Advisor/Finder	Acquisition Candidate
_____ Name	_____ Company
_____ Address	_____ Contact
_____ City/State/Zip	_____ Address
_____ Phone Number	_____ City/State/Zip
_____ Fax Number	_____ Business Description

KLH Capital, L.P. ("Investor") understand that the above listed Acquisition Advisor/Finder ("Advisor") will act as financial advisor on a non-exclusive basis to the Investor in connection with the potential acquisition of the above listed Acquisition Candidate ("Acquisition Candidate").

The Advisor will request that the Acquisition Candidate furnish Investors with such information as Investors believe appropriate to its assignment (all such information so furnished being the "Information"). The Advisor makes and will make no representation that the Information provided by the Acquisition Candidate will be materially complete and correct and will not contain any untrue statements of a fact or omit to state a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which such statements are made. Investors recognize and confirms that the Advisor (i) will be using and relying primarily on the Information and information available from generally recognized public sources in performing the services contemplated hereunder without having independently verified the same, (ii) does not assume responsibility for the accuracy or completeness of the Information and (iii) does not make an appraisal of any of the assets of the Acquisition Candidate.

If, within 18 months of this date, (i) any acquisition of or a combination with the Acquisition Candidate is consummated or (ii) Investors enter into a definitive agreement to such effect (which subsequently results in an acquisition or combination) with an Acquisition Candidate, Investors agree to pay a transaction fee in cash at closing equal to 5% of the first million dollars of the transaction value, 4% of the second million, 3% of the third million, 2% of the fourth million, then 1% thereafter.

If the foregoing terms correctly set forth our agreement, please confirm this by signing and returning to me a duplicate copy of this letter.

Accepted and Agreed:

On behalf of the Investor:

Date

Date