SINGLE FEE AGREEMENT

RE: _____

AGREEMENT dated as of the _____ day of _____, ____, by and between HORIZON PARTNERS, LTD., a Wisconsin corporation (hereinafter "Horizon") and _____ (hereinafter "Finder").

W I T N E S S E T H:

WHEREAS, Finder has represented to Horizon that it has knowledge of and a business relationship with a third party (hereinafter "Candidate"), which Candidate has authorized Finder to introduce Candidate to Horizon for the purposes of Horizon effecting an acquisition of Candidate or private equity investment in Candidate; and

WHEREAS, Horizon is desirous of being introduced to Candidate for the purposes of effecting an acquisition of Candidate, or private equity investment in Candidate.

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties recited herein, it is hereby agreed as follows:

1. Employment of Finder. Horizon hereby engages Finder to introduce to Horizon said Candidate for the purpose of effecting an acquisition of Candidate, or private equity investment in Candidate. Finder agrees that it is not an agent of Horizon, and in providing its services, Finder shall not be required to act as, and is specifically relieved of any responsibility to act as, an agent or broker or otherwise to serve in a fiduciary capacity in the performance of this Agreement.

2. Finder's Entitlement Fee. In the event that Finder introduces to Horizon said Candidate for an acquisition or private equity investment, and a transaction involving an exchange of consideration for all or part of such business interest of Candidate shall take place between Horizon and such Candidate prior to a date eighteen months following the date of this Agreement, Finder shall be entitled to a fee in the amount recited in Paragraph (3) hereof. In the event a Letter of Intent or a definitive agreement is in place at the end of the eighteen month period, then the terms of this agreement will be extended until a closing takes place or until the negotiations are terminated.

3. Fee Schedule.

   (a) As compensation to Finder for its services to Horizon in introducing to Horizon said Candidate, which Horizon acquires or in which Horizon makes a private equity investment, Horizon agrees to pay Finder a fee in an amount calculated as follows:

   Five percent of the first million dollars, or portion thereof, of the fair market value of any consideration passed by Horizon or its affiliates, as passed, at closing; plus, four percent of the second million dollars, or portion thereof, of the fair market value of any consideration passed by Horizon or its affiliates, as passed, at closing; plus, three percent of the third million dollars, or portion thereof, of the fair market value of any

consideration passed by Horizon or its affiliates, as passed, at closing; plus, two percent of the fourth million dollars, or portion thereof, of the fair market value of any consideration passed by Horizon or its affiliates, as passed, at closing; plus one percent of the fair market value of any and all additional consideration passed by Horizon or its affiliates, as passed at closing. This fee schedule is subject to a minimum fee of fifty thousand dollars ($50,000). Any consideration paid by Horizon or its affiliates following closing is subject to this fee schedule as per paragraph 3(b).

(b) Except for fees categorized by (I) and (ii) below, such fee shall be paid at closing or as otherwise agreed by the parties.

(I) Fees associated with covenants not to compete or consideration dependent upon future performance (earn-outs) will be paid if, as, and when such consideration is actually paid to the Seller.

(ii) Fees associated with future consideration based upon the maturing of debt instruments taken back by the Seller as consideration in the transaction will be paid as such debt matures and is actually paid to Seller.

(c) Finder agrees to pay its own expenses in promoting a transaction and also agrees that the fee to be paid will be paid only in the event that a transaction involving an acquisition of, or private equity investment in, Candidate by Horizon or its affiliates actually closes within 18 months of the date hereof and consideration passes from Horizon (or its affiliate) to the Candidate.

4. Consideration. For purposes of the Agreement, the term "Consideration" shall encompass only cash, securities, promissory notes, earn-outs, and covenants not to compete, paid by Horizon and/or its affiliates to (or invested in) Candidate or its affiliates plus any amounts paid to retire bank debt outstanding or bank debt assumed in the transaction. For the purposes of this Agreement, the assumption of other liabilities, consulting fees paid, and amounts paid pursuant to employment contracts are not included as consideration but rather are considered part of ongoing business activities.

5. Information to be Held in Confidence. Horizon agrees to hold in confidence all confidential information concerning Candidate, and Horizon agrees that such confidential information shall not be disclosed to third parties, except in any negotiations or evaluations necessary for the evaluation of the terms of the acquisition or private equity investment. Horizon agrees to return all documents to Finder if no transaction is closed. Finder agrees to hold in confidence all confidential information, terms and conditions disclosed by Horizon during negotiations for the transaction.

6. Prior Involvement. Horizon shall be obligated to pay Finder the fee as provided for herein in all cases, except where Horizon has had Prior Involvement with the Candidate. For purposes of this Agreement, "Prior Involvement" means:

(a) Horizon has been in direct contact with the Candidate, or any principal of Candidate, for the express purpose of effecting an acquisition of, or private equity investment in Candidate within, the eighteen-month period prior to the date of Finder's identification to Horizon of such Candidate; or

(b) Candidate has been identified to Horizon prior to Finder's identification of such Candidate to Horizon for the express purpose of effecting an acquisition of, or private equity investment in, Candidate.

Notice of such Prior Involvement shall be furnished in writing to Finder by Horizon within one month from the date of submission. Proof of Prior Involvement can be requested by Finder.

7. Legal Interpretation. This Agreement shall be interpreted under the laws of the State of Wisconsin. This Agreement sets forth the entire Agreement of the parties with respect to the subject matter hereof, supersedes all prior agreements and may be amended only in writing executed by both parties.

8. Candidate Notification. Notification of the name of Candidate shall be submitted by Finder in writing by certified mail to Horizon, or by facsimile/email within ten (10) days after the date of this Agreement.

9. Representations. Finder represents to Horizon that the Candidate has knowledge of Finder, that Finder has a business relationship with Candidate, and that Candidate has authorized Finder to introduce Candidate to Horizon for the purposes of Horizon affecting an acquisition of, or private equity investment in, Candidate.

10. Multiple Finders. In the event that more than one Finder is involved with the introduction of said Candidate to Horizon, and an acquisition or private equity investment occurs, Horizon will not be responsible for multiple fees. Horizon will be responsible for total fees per paragraphs 3a. 3b. and 3c. as if only a single Finder was involved in effecting an acquisition or private equity investment with Candidate. Fees shared between Finders (as to amount shared, etc.) is to be determined by said Finders.

11. Exclusions. In the event that the Candidate is represented for sale by Geneva Corporate Finance or another affiliate of the Geneva Companies, the Finder shall not be entitled to any fee from Horizon pursuant to this fee agreement or otherwise.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and shall supersede all prior agreements, written or oral, with respect thereto. This Agreement may be amended or modified in a written agreement executed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

HORIZON PARTNERS, LTD.

By: _____
Robert M. Feerick, Chairman

Finder: _____

By: _____
Please Print Name and Title

Signature: _____

Re: _____
Name of Candidate