

FORM OF FINDER'S AGREEMENT

This Agreement, dated as of _____, is between KarpReilly, LLC (together with its affiliates, "Buyer"), having a place of business at 104 Field Point Road, Greenwich, CT 06830 and _____ ("Broker"), having a place of business at _____.

1. Brokerage Services

- (a) Broker has identified _____, having a place of business at _____, to Buyer for evaluation by Buyer as an acquisition candidate ("Candidate").
- (b) A Candidate introduction by the Broker to the Buyer shall be defined as providing the Buyer with Confidential Financial Information of the Candidate or arranging a meeting with a Member of Ownership or Senior Management professional of the Candidate.
- (c) In the event that a broker introduces the Buyer to a Member of Ownership or Senior Management professional of the Candidate, the Member of Ownership or Senior Management professional must have interest in pursuing a transaction with the Buyer and the authority to effect a transaction.
- (d) Buyer reserves the right to identify its own acquisition candidates and to appoint or retain additional agents, brokers, finders or other parties to provide brokerage services with respect to or to solicit or propose other companies as acquisition candidates.

2. Broker's Fee and Basis of Fee

- (a) In the event that Broker introduces Candidate only to Buyer and to no other potential buyers or investors (the "Exclusivity" condition) and Buyer acquires a majority of the stock or assets of the Candidate, then, except as otherwise provided in this Agreement, Buyer will cause Broker to be paid a fee (the "Fee") equal to a portion of the acquisition price of the Candidate determined in accordance with the schedule listed at the end of this paragraph. The acquisition price is the total consideration paid by Buyer to acquire the Candidate (and not subsequently returned for any reason whatsoever) in any combination of cash, notes or stock. The acquisition price shall exclude any contingent or "earnout" portion of the purchase price and shall exclude all Buyer's fees and expenses.

5% of the first \$1 million
4% of the amount between \$1 million and \$2 million
3% of the amount between \$2 million and \$3 million
2% of the amount between \$3 million and \$4 million
1% of all amounts between \$4 million and \$50 million
½% of all amounts over \$50 million

- (b) If the Exclusivity condition of the preceding paragraph is fulfilled and Buyer acquires a minority of the stock or assets of the Candidate, then except as otherwise provided in this Agreement, Buyer will cause Broker to be paid a fee (the "Fee") equal to a portion of the total amount of equity invested by Buyer in the stock or assets of the Candidate determined in accordance with the schedule listed at the end of the preceding paragraph.
- (c) Any Fee due under this Agreement shall be payable in like kind as the consideration paid to acquire the Candidate, or at Buyer's election in cash in an amount calculated based on the fair market value of such consideration.
- (d) Any Fee due to Broker under this Agreement will be reduced by the amount of any other compensation paid or payable to Broker or its affiliates with respect to the Candidate, whether paid or payable by the Candidate or any other person or entity. Broker represents and warrants that it does not have a written or oral fee agreement with the Candidate.
- (e) Buyer is not obligated to accept any offer of any kind from any party, and may refuse to conclude any agreement or transaction with or without good cause. No Fee or other compensation of any kind will under any circumstances be payable under this Agreement or otherwise if an acquisition of the Candidate is not consummated by Buyer for any reason whatsoever, including without limitation the fault or default of Buyer.
- (f) No Fee or other compensation of any kind will under any circumstances be payable under this Agreement or otherwise if the Exclusivity condition listed in 2(a) is not fulfilled, whether or not Buyer acquires the Candidate and whether or not Buyer uses the services of another Broker.
- (g) In the event that the Candidate retains an investment bank or intermediary (with whom Buyer has a regular M&A dialogue) to pursue a transaction, Buyer's obligation under this agreement will terminate immediately with no further obligation on the part of Buyer.

3. Term

This Agreement shall terminate, and no Fee or other compensation of any kind will under any circumstances be payable to Broker twelve months from its date. However, termination of this Agreement shall not affect Broker's right to a Fee otherwise provided for in this Agreement if Buyer acquires the Candidate within three months from the date of such termination, and such Fee would have been payable to Broker hereunder had such acquisition occurred prior to such termination.

4. Status of Broker

Broker is an independent contractor, and not an agent of Buyer for any purpose whatsoever. Broker has no authority to, and agrees not to, assume or create any obligation or liability, express or implied, on Buyer's behalf, or bind Buyer in any manner or to anything whatsoever. Broker agrees to be liable for and to pay its own expenses.

5. Miscellaneous

No provision of this Agreement may be amended, modified or waived orally, but only in writing signed by a duly authorized officer of Buyer and Broker. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous agreements and understandings, written or oral, between the parties or their affiliates or agents with respect to the subject matter hereof. The headings in this Agreement are for convenience of reference only, and shall not alter or affect the meaning of any provision. Each party acknowledges that it has not relied upon any representation of the other party, except for any representation made by such party under the express terms of this Agreement, in entering into and undertaking the obligations imposed by this Agreement. This Agreement shall be construed, interpreted and enforced in accordance with the substantive laws of Connecticut. The parties agree that any action brought to resolve any controversy arising under or relating to this Agreement shall be subject to the exclusive jurisdiction of, and may only be brought or maintained in, the state and federal courts of Connecticut, and that any right any party might have to a trial by jury in any such action is hereby irrevocably waived.

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

On behalf of:

Company: _____

By: _____

Its: _____

On behalf of:

KarpReilly, LLC