



Realizing the promise
in small companies for decades

**HAMILTON
ROBINSON
CAPITAL
PARTNERS**

FINDER'S FEE AGREEMENT

Hamilton Robinson LLC ("HRCo") and _____ ("Finder") agree as of _____, 2012, that, in the event HRCo or an entity affiliated with, or created, or controlled by HRCo, acquires all or a portion of the stock and/or all or a portion of the assets of _____ (the "Company"), a fee shall be paid at the closing to Finder by HRCo. The fee will be calculated as follows:

Of total purchase price consideration: the sum of 5% of the first million dollars or portion thereof; plus 4% of the second million dollars or portion thereof; plus 3% of the third million dollars or portion thereof; plus 2% of the fourth million dollars or portion thereof; plus 1% of the remaining consideration.

HRCo shall not be liable for any reimbursement or payment to Finder other than the fee calculated above, which is payable only if there is a closing within 18 months of the date of HRCo's signature below. In the event that discussions and/or negotiations are taking place between the Company and HRCo at the end of 18 months, then the terms of this Agreement shall be extended until these discussions and/or negotiations are completed or terminated.

As a condition to entering into this Agreement, the Finder represents that a relationship exists between the Finder and the Company's principal owners or managers and that the Finder will facilitate an introduction to HRCo. Finder agrees to use all reasonable efforts to assist HRCo as it shall reasonably request. In the event that the Company has or obtains representation by an investment banker or other advisor for an auction or other sale process, the value of the introduction to the Company by the Finder is materially diminished, and the fee calculation in this Agreement may be modified at HRCo's sole discretion.

This letter is intended to be solely for the benefit of the parties hereto and is not intended to confer, and shall not be deemed to confer, any benefits upon, or create any rights in or in favor of, any person other than the parties hereto.

The Finder is not a "broker" or "dealer" within the meaning of Section 3(a)(4) of the Securities Exchange Act of 1934, as amended (the "1934 Act") and is not required, nor by entering into this Agreement or performing hereunder shall be required, to register as a broker or dealer under Section 15 of the 1934 Act.

This Agreement shall be governed by the laws of the State of New York and may be amended only in writing signed by both parties. No waiver shall be effective against any party unless it is in writing and signed by that party.

This Agreement embodies the entire agreement and understanding of the parties hereto in respect to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings other than those expressly set forth as referred to herein. This Agreement supersedes any and all prior agreements and understandings between the parties with respect to the subject matter.

Finder: _____

HAMILTON ROBINSON LLC

281 Tresser Boulevard
Stamford, Connecticut
06901

By: _____

By: _____

www.hrco.com

Title: _____

Title: _____

Date: _____

Date: _____

(203) 602-0011 tel
(203) 602-2206 fax