



**Inverness Graham Investments, Inc.**

3811 West Chester Pike; Building 2  
Newtown Square, PA 19073  
Tel 610-722-0300 610-251-2880 Fax

**1) Finder Agreement**

This agreement dated \_\_\_\_\_ between Inverness Graham Investments, Inc. ("IGI") and \_\_\_\_\_ of ("Finder").

**2) Introduction**

Finder has identified an entity named or described as a \_\_\_\_\_ ("Company"), which is a [briefly describe company], for the purpose of introducing IGI to a proprietary investment opportunity, recapitalization, merger, management buyout, sale, financing or other business transaction ("Transaction").

**3) Finder Fee**

In the event Finder arranges an in-person meeting between the Company's executive management team and IGI and a Transaction is completed between Company and IGI or one of its affiliates ("IGI Group"), IGI agrees to pay a \$50,000 fee to Finder at closing and such additional amount, if any, based upon the Total Consideration (defined below) paid in the Transaction:

4% of \$1,000,001 to	\$2,000,000
3% of \$2,000,001 to	\$3,000,000
2% of \$3,000,001 to	\$4,000,000
1% of any amount over	\$4,000,000

- a) Fees associated with escrow and contingent payments in the Transaction shall be payable when the consideration is paid to the Company.
- b) Fees will be reduced by any amount paid to Finder by other parties with respect to the Transaction
- c) As a condition to being paid its fee, Finder will sign a release in form reasonably satisfactory to IGI.
- d) In the event an investment banker was hired to represent the Company prior to the introduction by Finder and the Company has not yet been marketed by investment banker, this contract shall be null and void and no fee shall be paid to Finder.

**4) Total Consideration**

Total Consideration means a) payments by IGI Group to Company or its owners for assets or capital stock; b) long-term or interest bearing liabilities assumed by IGI Group; c) loans to Company by IGI Group; and d) payments in respect of non-compete or consulting agreements appropriately characterized as part of the Transaction consideration.

**5) Previous Knowledge or Activities**

Finder agrees that if another party has identified the Company to IGI or IGI has been investigating or negotiating with the Company within the last 12 months from the date of this agreement, IGI will not be required to pay a fee and this agreement shall be null and void. IGI will use its best efforts to notify Finder, within 15 business days of receiving the Company name, that it is already aware of the opportunity and will not pay a fee unless otherwise indicated in writing.

**6) Term**

This agreement shall terminate without any remaining obligation on the part of IGI if a Transaction with Company is not completed within 12 months from the date of this agreement. Further, Finder will not pursue a Transaction

with the Company and another potential acquirer if IGI has had an in-person meeting with the Company's executive management team within this 12 month period, unless approved by IGI in writing.

**7) Obligation**

This agreement or the commencement of discussions with the Company shall in no way create any obligation whatsoever on the part of IGI Group to participate in or fund any Transaction.

**8) Status**

Finder is an independent contractor and not an agent on behalf of IGI and shall represent itself in that manner. Finder will not assume or create any liability or bind IGI in any manner whatsoever. Finder represents that it does not have any conflicts which may interfere with its ability to enter into this agreement, will conduct itself in accordance with applicable laws and has all licenses and registrations required by applicable laws to perform in accordance with the terms of this agreement. Further, Finder represents that it is not in the business of being a broker and will not be involved in the consummation of the Transaction.

**9) Miscellaneous**

This document sets forth the entire agreement with respect to the subject matter hereof and supersedes all prior understandings (whether written, verbal, implied or otherwise) with respect thereto. No term or condition of this agreement may be waived or otherwise modified except by a written agreement executed by the party to be charged. IGI shall not be responsible for any costs or expenses whatsoever that may be incurred by Finder unless otherwise agreed in writing.

**10) Governing Law**

This agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania (without regard to its conflict of law provisions). The parties agree to the exclusive jurisdiction of the state courts in Chester County, Pennsylvania or the federal courts for the Eastern District of Pennsylvania to resolve any disputes under this agreement.

Please sign and date this document whereupon it shall become a binding agreement between IGI and Finder.

Signed:

\_\_\_\_\_  
Name and title:  
Inverness Graham Investments, Inc.

\_\_\_\_\_  
Name and title:  
Finder