



Dorset Finder's Fee Agreement

This letter ("Agreement") acknowledges that you ("Finder") have brought

_____ a _____ business that is owned

by _____ and headquartered in _____ ("Target") to the attention of Dorset Partners LLC ("Dorset" or "Purchaser") as a potential acquisition target, the Finder and Purchaser are each a "Party" and collectively the "Parties". For purposes of this Agreement, the term "Transaction" means any acquisition of the majority of; assets or secured debts or common shares of a Target company. No fee will be due or payable to the extent Dorset has previously been introduced to Target and advises you of such introduction within seven (7) days of Finder submitting both this signed Agreement along with the completed Screening document to Dave@DorsetPartners.com

In consideration for Finder having identified the Target to Dorset, and in the event a Transaction shall be consummated on or before the first anniversary of Purchaser's submittal of this Agreement and Screening document with Target following Finder's introduction, the following fees will be earned:

1. \$10,000 Finder's Fee for filling out this signed Agreement along with the completed Screening Document. You simply provide details on the opportunity and point us in the right direction, fee is paid at closing of the Transaction.
2. \$50,000 + an Executive Salary in our Executive Finder's Program where you screen the Target but also help us by taking a significant/lead role in due diligence through the acquisition. Post Transaction, (if interested and qualified by mutual agreement), you take an executive roll in the turnaround and long-term operation of the business. We'll pay you the \$50,000 finder's fee at closing and start you in an executive role with the new company. We rebuild the company together and benefit together.

Finder acknowledges and agrees Purchaser will be responsible only for the payment outlined above to Finder with respect to said Transaction. To the extent any other Party with whom Finder is associated makes any claim for a buy-side broker's or finder's fee related to the Transaction or Target, you will be solely responsible for such payment(s) and/or resolving such disagreement with said third party. This Agreement shall automatically terminate and be of no further force and effect one year from the date hereof; provided, however, that each Party hereto may terminate this Agreement upon ten (10) days' notice to the other. To the extent Purchaser terminates this Agreement prior to the one-year anniversary hereof and a Transaction is consummated by Purchaser with Target prior to the one-year

anniversary of the introduction to the Target, Consultant will be entitled to receive the Finder's Fee as set forth herein.

This Agreement and the performance hereunder shall be governed by the laws of the State of Vermont without reference to the conflicts of law principles thereof. Any disputes arising hereunder shall be settled through an arbitration proceeding in the State of Vermont, in accordance with the rules of the American Arbitration Association, and no Party hereto shall be entitled to special, punitive or consequential damages. Nothing herein contained shall be deemed to create a joint venture or partnership relationship between the Parties hereto. Finder acknowledges and agrees Purchaser does not have any obligation to pursue a Transaction, and that short of a transaction, no obligation to pay a Finder's Fee or any other fee exists.

Finder agrees that Finder will be acting on behalf of Purchaser, as its agent, and that Finder will not take or seek to take compensation from Target or its shareholders. Notwithstanding the foregoing, neither Party shall have any power to enter into any contracts or commitments in the name of, or on behalf of, the other Party, or to bind the other Party in any respect whatsoever. Each Party hereto represents and warrants that the terms and conditions of this Agreement do not, and will not, conflict with or violate any term and conditions of any other agreement or commitment to which it is bound (including any agreements relating to employment). The Parties agree an electronic copy of their signature shall be deemed an original and this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Please sign below to indicate your acceptance of and agreement with the foregoing and return a counterpart of this Agreement to the undersigned.

Sincerely,

Dorset Partners LLC, on behalf of Purchaser

By: Name: Title: Date

ACCEPTED AND AGREED: Date

By: Name: Title: