

Garnet Point Partners Referral Agreement

THIS Agreement made on _____ between **Garnet Point Partners, LLC** of 1369 N Downing Street, #4, Denver, CO 80218, hereinafter referred to as “**Garnet Point**” and _____ of _____, hereinafter referred to as “**Finder**”.

1. Garnet Point retains Finder to act as its non-exclusive intermediary to locate qualified businesses or companies (each, a “**Prospect**”) that may desire to have Garnet Point provide financing, (debt or equity) or fund the acquisition of certain stock or assets of such Prospect (such transactions described above individually or together, a “Transaction”). Notwithstanding the foregoing, a Prospect shall not include any company or business that Garnet Point can demonstrate that it has had discussions with regarding a Transaction within 24 months of such introduction by Finder. Garnet Point shall be under no obligation to consummate any Transaction with any Prospect.
2. Finder agrees to work exclusively with Garnet Point in attempting to complete a Transaction for a period of six (6) months following the initial introduction of Garnet Point to Prospect, or until Garnet Point releases Finder from exclusivity via written letter, whichever should occur first. Should Finder violate this exclusivity provision no fee (as outlined in Paragraphs 4 and 5) shall be payable upon completion of a Transaction.
3. Finder may make certain information available to Prospects regarding Garnet Point and/or to Garnet Point regarding Prospects, their qualifications and or conditions for acquiring or investing in such Prospect, however the evaluation of such information is the responsibility of parties to the Transaction, and any information provided to either party may be accepted or rejected by the parties.
4. For any Transaction in which the Prospect has retained a sell-side advisor or is engaging other buy-side intermediaries, Garnet Point agrees to pay Finder a fee of 5% of the first \$1,000,000, plus 4% of the second \$1,000,000, plus 3% of the third \$1,000,000, plus 2% of the fourth \$1,000,000, plus 1% of the balance of the aggregate “Transaction Value” (as defined in Paragraph 5). Notwithstanding anything to the contrary contained in this Agreement, under no circumstances whatsoever shall Garnet Point or any of its affiliates at any time be required or obligated to pay any fee, compensation or other amount to Finder if Finder directly or indirectly discloses the identity of Prospect or the potential for a transaction with Prospect to (or shares the opportunity involving Prospect or one or more of its equity holders with) any third party or person during the term of this Agreement after Garnet Point notifies Finder of Garnet Point's interest in potentially pursuing a Transaction with Prospect or one or more of its equity holders.
5. For any Transaction in which the Prospect has neither retained a sell-side advisor nor is engaging other buy-side intermediaries, Garnet Point agrees to pay Finder 5.0% of the total Transaction Value with respect to a Transaction. The “**Transaction Value**” shall mean (i) for any Prospect in which Garnet Point and/or its controlled subsidiaries will acquire more than a majority of the ownership of such Prospect or substantially all of the assets of such Prospect, the aggregate purchase price actually paid to a Prospect or its owners introduced by Finder, by Garnet Point and investment partners for such equity or assets as full compensation for Finder's services under this agreement or (ii) for any Prospect in which Garnet Point and/or its Affiliates will acquire less than a majority of the ownership or less than substantially all of the assets of such Prospect or not for any reason directly control the Board of Directors, the Board of Managers or similar governing body of Prospect or its successor (or the acquisition entity used to consummate a Transaction that involves a sale/purchase of assets), the amount paid to such Prospect or its owners by Garnet Point and/or its controlled subsidiaries. All fees are to be paid in US funds by bank draft of wire transfer at the closing and funding of a Transaction; provided, however, that in the event the Transaction includes any contingent consideration, earnout, royalty, or deferred purchase price, then Garnet Point shall pay to Finder such portion of the fee when and if such contingent consideration is paid to Prospect or its owners. Finder is responsible for paying all taxes on any monies received relating to the terms of this Agreement.

6. Should Prospect retain a sell-side advisor or engage other buy-side intermediaries after Finder's initial introduction to Garnet Point and prior to an executed Letter of Intent, Garnet Point shall pay to Finder the fee structure as outlined in Paragraph 4.
7. Garnet Point is not responsible for paying Finder's fee (outlined in Paragraphs 4, 5 and elsewhere in this document) if Finder has been or will be compensated, directly or indirectly, by Prospect in any way, including, but not limited to, cash payments for services rendered or equity participation in the Transaction.
8. Garnet Point agrees to fully indemnify Finder from any legal actions against Finder by Prospects which are the result of written or reasonably verifiable verbal information provided by Garnet Point or the performance of Garnet Point and its ventures except for instances of fraud or bad faith by Finder or where the Finder was grossly negligent or engaged in willful misconduct.
9. The relationship of Finder to Garnet Point is that of an independent contractor, and shall not under any circumstances be construed so as to constitute Finder as a partner, joint venturer, employee or agent of Garnet Point. Finder shall have no authority whatsoever to commit or bind Garnet Point in any manner whatsoever.
10. Termination of this Agreement may be made by either party upon written notice to the other party at least 15 days prior to such termination provided that sections 8 and 12 shall survive termination hereof. However, Garnet Point agrees to extend the terms of the Agreement six (6) months following the date of termination, to any Transactions with any Prospect previously introduced in writing to Garnet Point that are a result of Finder's documented efforts prior to the date of termination.
11. Finder will not participate in the pricing of any Transaction between Garnet Point and any Prospect and Finder shall not provide any advice or service pursuant to which registration as a broker dealer under the Securities Exchange Act of 1934, as amended, or as an investment adviser, pursuant to the Investment Advisers Act of 1940, is required.
12. If applicable law requires Finder to be qualified and/or licensed in any respect in order to perform the services contemplated hereby or to receive any fee pursuant hereto, the Finder shall be so qualified and shall indemnify Garnet Point and hold it harmless from and against any and all losses, damages, liabilities, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) Garnet Point suffers or incurs as a result of Finder's failure to be so qualified or licensed.
13. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and may not be amended or modified except by written agreement signed by the two parties hereto. There are no third party beneficiaries to this Agreement.
14. This Agreement shall be governed by and enforced and construed in accordance with the laws of the State of Colorado without giving effect to any conflicts of laws principles.
15. This Agreement shall supersede all previous Finder Agreements executed between Garnet Point and Finder.

Accepted by:

Garnet Point Partners, LLC

By: _____

By: _____

Name: _____

Name: John Cimbalista

Dated: _____

Dated: _____