

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 20549

**SCHEDULE 13D/A**

Under the Securities Exchange Act of 1934  
(Amendment No. 8)\*

**inTEST Corporation**  
(Name of Issuer)

**Common Stock, par value \$0.01**  
(Title of Class of Securities)

**461147 10 0**  
(CUSIP Number)

**Hugh T. Regan, Jr., Treasurer and Chief Financial Officer**  
**inTEST Corporation, 804 East Gate Drive, Suite 200, Mt. Laurel, NJ 08054 (856) 505-8800**  
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**May 13, 2017**  
(Date of Event Which Requires Filing This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Sections 240.13d-1(e), 240.13d-1(f), or 240.13d-1(g), check the following box. [X]

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Section 240.13d-7 for other parties to whom copies are to be sent.

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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|   |   |   |   |                                 |    |   |    |                                      |     |  |
|---|---|---|---|---------------------------------|----|---|----|--------------------------------------|-----|--|
| 1.  | Name of Reporting Persons<br><b>Estate of Alyn R. Holt</b>  |   |   |                                 |    |   |    |                                      |     |  |
| 2.  | Check the appropriate box if a member of a group (see instructions)<br>(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>   |   |   |                                 |    |   |    |                                      |     |  |
| 3.  | SEC use only  |   |   |                                 |    |   |    |                                      |     |  |
| 4.  | Source of Funds (see instructions)<br><b>PF</b>   |   |   |                                 |    |   |    |                                      |     |  |
| 5.  | Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ____  |   |   |                                 |    |   |    |                                      |     |  |
| 6.  | Citizen or Place of Organization<br><b>U.S.A.</b>   |   |   |                                 |    |   |    |                                      |     |  |
|   | <table border="1"> <tr> <td rowspan="4" style="text-align: center; vertical-align: middle;">Number of<br/>Shares<br/>Beneficially<br/>Owned By<br/>Each<br/>Reporting<br/>Person With</td> <td>7.</td> <td>Sole Voting Power<br/><b>-0-</b></td> </tr> <tr> <td>8.</td> <td>Shared Voting Power<br/><b>1,114,231</b></td> </tr> <tr> <td>9.</td> <td>Sole Dispositive Power<br/><b>-0-</b></td> </tr> <tr> <td>10.</td> <td>Shared Dispositive Power<br/><b>1,114,231</b></td> </tr> </table> | Number of<br>Shares<br>Beneficially<br>Owned By<br>Each<br>Reporting<br>Person With | 7.                                      | Sole Voting Power<br><b>-0-</b> | 8. | Shared Voting Power<br><b>1,114,231</b> | 9. | Sole Dispositive Power<br><b>-0-</b> | 10. | Shared Dispositive Power<br><b>1,114,231</b> |
| Number of<br>Shares<br>Beneficially<br>Owned By<br>Each<br>Reporting<br>Person With | 7.  |   | Sole Voting Power<br><b>-0-</b>         |                                 |    |   |    |                                      |     |  |
|   | 8.  |   | Shared Voting Power<br><b>1,114,231</b> |                                 |    |   |    |                                      |     |  |
|   | 9.  |   | Sole Dispositive Power<br><b>-0-</b>    |                                 |    |   |    |                                      |     |  |
|   | 10.   | Shared Dispositive Power<br><b>1,114,231</b>  |   |                                 |    |   |    |                                      |     |  |
| 11.   | Aggregate Amount Beneficially Owned by Each Reporting Person<br><b>1,114,231</b>  |   |   |                                 |    |   |    |                                      |     |  |
| 12.   | Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (see instructions)<br><input type="checkbox"/>  |   |   |                                 |    |   |    |                                      |     |  |
| 13.   | Percent of Class Represented by amount in Row (11)<br><b>10.7%</b>  |   |   |                                 |    |   |    |                                      |     |  |
| 14.   | Type of Reporting Person*<br><b>IN</b>  |   |   |                                 |    |   |    |                                      |     |  |

|   |   |   |                                    |                               |    |                                 |    |                                    |     |                                      |
|---|---|---|------------------------------------|-------------------------------|----|---------------------------------|----|------------------------------------|-----|--------------------------------------|
| 1.  | Name of Reporting Persons<br><br><b>Alyn R. Holt</b>  |   |                                    |                               |    |                                 |    |                                    |     |                                      |
| 2.  | Check the appropriate box if a member of a group (see instructions)<br>(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>   |   |                                    |                               |    |                                 |    |                                    |     |                                      |
| 3.  | SEC use only  |   |                                    |                               |    |                                 |    |                                    |     |                                      |
| 4.  | Source of Funds (see instructions)<br><br><b>PF</b>   |   |                                    |                               |    |                                 |    |                                    |     |                                      |
| 5.  | Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) _____   |   |                                    |                               |    |                                 |    |                                    |     |                                      |
| 6.  | Citizen or Place of Organization<br><br><b>U.S.A.</b>   |   |                                    |                               |    |                                 |    |                                    |     |                                      |
|   | <table border="1"> <tr> <td rowspan="4" style="text-align: center; vertical-align: middle;">Number of<br/>Shares<br/>Beneficially<br/>Owned By<br/>Each<br/>Reporting<br/>Person With</td> <td>7.</td> <td>Sole Voting Power<br/><b>0</b></td> </tr> <tr> <td>8.</td> <td>Shared Voting Power<br/><b>0</b></td> </tr> <tr> <td>9.</td> <td>Sole Dispositive Power<br/><b>0</b></td> </tr> <tr> <td>10.</td> <td>Shared Dispositive Power<br/><b>0</b></td> </tr> </table> | Number of<br>Shares<br>Beneficially<br>Owned By<br>Each<br>Reporting<br>Person With | 7.                                 | Sole Voting Power<br><b>0</b> | 8. | Shared Voting Power<br><b>0</b> | 9. | Sole Dispositive Power<br><b>0</b> | 10. | Shared Dispositive Power<br><b>0</b> |
| Number of<br>Shares<br>Beneficially<br>Owned By<br>Each<br>Reporting<br>Person With | 7.  |   | Sole Voting Power<br><b>0</b>      |                               |    |                                 |    |                                    |     |                                      |
|   | 8.  |   | Shared Voting Power<br><b>0</b>    |                               |    |                                 |    |                                    |     |                                      |
|   | 9.  |   | Sole Dispositive Power<br><b>0</b> |                               |    |                                 |    |                                    |     |                                      |
|   | 10.   | Shared Dispositive Power<br><b>0</b>  |                                    |                               |    |                                 |    |                                    |     |                                      |
| 11.   | Aggregate Amount Beneficially Owned by Each Reporting Person<br><br><b>0</b>  |   |                                    |                               |    |                                 |    |                                    |     |                                      |
| 12.   | Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (see instructions)<br><br><input type="checkbox"/>  |   |                                    |                               |    |                                 |    |                                    |     |                                      |
| 13.   | Percent of Class Represented by amount in Row (11)<br><br><b>0.0%</b>   |   |                                    |                               |    |                                 |    |                                    |     |                                      |
| 14.   | Type of Reporting Person*<br><br><b>IN</b>  |   |                                    |                               |    |                                 |    |                                    |     |                                      |

|   |   |   |                                       |                                 |    |                                       |    |                                      |     |  |
|---|---|---|---------------------------------------|---------------------------------|----|---------------------------------------|----|--------------------------------------|-----|--|
| 1.  | Name of Reporting Persons<br><b>Connie Holt GST Exempt Residuary Trust u/a dated 12/10/14</b>   |   |                                       |                                 |    |                                       |    |                                      |     |  |
| 2.  | Check the appropriate box if a member of a group (see instructions)<br><br>(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>   |   |                                       |                                 |    |                                       |    |                                      |     |  |
| 3.  | SEC use only  |   |                                       |                                 |    |                                       |    |                                      |     |  |
| 4.  | Source of Funds (see instructions)<br><br><b>OO</b>   |   |                                       |                                 |    |                                       |    |                                      |     |  |
| 5.  | Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ____  |   |                                       |                                 |    |                                       |    |                                      |     |  |
| 6.  | Citizen or Place of Organization<br><br><b>New Jersey</b>   |   |                                       |                                 |    |                                       |    |                                      |     |  |
|   | <table border="1"> <tr> <td rowspan="4" style="text-align: center; vertical-align: middle;">Number of<br/>Shares<br/>Beneficially<br/>Owned By<br/>Each<br/>Reporting<br/>Person With</td> <td>7.</td> <td>Sole Voting Power<br/><b>-0-</b></td> </tr> <tr> <td>8.</td> <td>Shared Voting Power<br/><b>150,427</b></td> </tr> <tr> <td>9.</td> <td>Sole Dispositive Power<br/><b>-0-</b></td> </tr> <tr> <td>10.</td> <td>Shared Dispositive Power<br/><b>150,427</b></td> </tr> </table> | Number of<br>Shares<br>Beneficially<br>Owned By<br>Each<br>Reporting<br>Person With | 7.                                    | Sole Voting Power<br><b>-0-</b> | 8. | Shared Voting Power<br><b>150,427</b> | 9. | Sole Dispositive Power<br><b>-0-</b> | 10. | Shared Dispositive Power<br><b>150,427</b> |
| Number of<br>Shares<br>Beneficially<br>Owned By<br>Each<br>Reporting<br>Person With | 7.  |   | Sole Voting Power<br><b>-0-</b>       |                                 |    |                                       |    |                                      |     |  |
|   | 8.  |   | Shared Voting Power<br><b>150,427</b> |                                 |    |                                       |    |                                      |     |  |
|   | 9.  |   | Sole Dispositive Power<br><b>-0-</b>  |                                 |    |                                       |    |                                      |     |  |
|   | 10.   | Shared Dispositive Power<br><b>150,427</b>  |                                       |                                 |    |                                       |    |                                      |     |  |
| 11.   | Aggregate Amount Beneficially Owned by Each Reporting Person<br><br><b>150,427</b>  |   |                                       |                                 |    |                                       |    |                                      |     |  |
| 12.   | Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (see instructions)<br><br><input type="checkbox"/>  |   |                                       |                                 |    |                                       |    |                                      |     |  |
| 13.   | Percent of Class Represented by amount in Row (11)<br><br><b>1.4%</b>   |   |                                       |                                 |    |                                       |    |                                      |     |  |
| 14.   | Type of Reporting Person*<br><br><b>OO</b>  |   |                                       |                                 |    |                                       |    |                                      |     |  |

|   |   |   |   |                                    |    |   |    |   |     |  |
|---|---|---|---|------------------------------------|----|---|----|---|-----|--|
| 1.  | Name of Reporting Persons<br><b>Kristen Holt Thompson</b>   |   |   |                                    |    |   |    |   |     |  |
| 2.  | Check the appropriate box if a member of a group (see instructions)<br>(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>   |   |   |                                    |    |   |    |   |     |  |
| 3.  | SEC use only  |   |   |                                    |    |   |    |   |     |  |
| 4.  | Source of Funds (see instructions)<br><b>OO</b>   |   |   |                                    |    |   |    |   |     |  |
| 5.  | Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ____  |   |   |                                    |    |   |    |   |     |  |
| 6.  | Citizen or Place of Organization<br><b>U.S.A.</b>   |   |   |                                    |    |   |    |   |     |  |
|   | <table border="1"> <tr> <td rowspan="4" style="text-align: center; vertical-align: middle;">Number of<br/>Shares<br/>Beneficially<br/>Owned By<br/>Each<br/>Reporting<br/>Person With</td> <td>7.</td> <td>Sole Voting Power<br/><b>82,169</b></td> </tr> <tr> <td>8.</td> <td>Shared Voting Power<br/><b>1,374,231</b></td> </tr> <tr> <td>9.</td> <td>Sole Dispositive Power<br/><b>82,169</b></td> </tr> <tr> <td>10.</td> <td>Shared Dispositive Power<br/><b>1,374,231</b></td> </tr> </table> | Number of<br>Shares<br>Beneficially<br>Owned By<br>Each<br>Reporting<br>Person With | 7.                                      | Sole Voting Power<br><b>82,169</b> | 8. | Shared Voting Power<br><b>1,374,231</b> | 9. | Sole Dispositive Power<br><b>82,169</b> | 10. | Shared Dispositive Power<br><b>1,374,231</b> |
| Number of<br>Shares<br>Beneficially<br>Owned By<br>Each<br>Reporting<br>Person With | 7.  |   | Sole Voting Power<br><b>82,169</b>      |                                    |    |   |    |   |     |  |
|   | 8.  |   | Shared Voting Power<br><b>1,374,231</b> |                                    |    |   |    |   |     |  |
|   | 9.  |   | Sole Dispositive Power<br><b>82,169</b> |                                    |    |   |    |   |     |  |
|   | 10.   | Shared Dispositive Power<br><b>1,374,231</b>  |   |                                    |    |   |    |   |     |  |
| 11.   | Aggregate Amount Beneficially Owned by Each Reporting Person<br><b>1,456,400</b>  |   |   |                                    |    |   |    |   |     |  |
| 12.   | Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (see instructions)<br><input type="checkbox"/>  |   |   |                                    |    |   |    |   |     |  |
| 13.   | Percent of Class Represented by amount in Row (11)<br><b>14.0%</b>  |   |   |                                    |    |   |    |   |     |  |
| 14.   | Type of Reporting Person*<br><b>IN</b>  |   |   |                                    |    |   |    |   |     |  |

|   |   |   |                                       |                                 |    |                                       |    |                                      |     |  |
|---|---|---|---------------------------------------|---------------------------------|----|---------------------------------------|----|--------------------------------------|-----|--|
| 1.  | Name of Reporting Persons<br><b>Holt Charitable Remainder Unitrust u/a Dated 5/22/00</b>  |   |                                       |                                 |    |                                       |    |                                      |     |  |
| 2.  | Check the appropriate box if a member of a group (see instructions)<br>(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>   |   |                                       |                                 |    |                                       |    |                                      |     |  |
| 3.  | SEC use only  |   |                                       |                                 |    |                                       |    |                                      |     |  |
| 4.  | Source of Funds (see instructions)<br><b>OO</b>   |   |                                       |                                 |    |                                       |    |                                      |     |  |
| 5.  | Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ____  |   |                                       |                                 |    |                                       |    |                                      |     |  |
| 6.  | Citizen or Place of Organization<br><b>New Jersey</b>   |   |                                       |                                 |    |                                       |    |                                      |     |  |
|   | <table border="1"> <tr> <td rowspan="4" style="text-align: center; vertical-align: middle;">Number of<br/>Shares<br/>Beneficially<br/>Owned By<br/>Each<br/>Reporting<br/>Person With</td> <td>7.</td> <td>Sole Voting Power<br/><b>-0-</b></td> </tr> <tr> <td>8.</td> <td>Shared Voting Power<br/><b>115,000</b></td> </tr> <tr> <td>9.</td> <td>Sole Dispositive Power<br/><b>-0-</b></td> </tr> <tr> <td>10.</td> <td>Shared Dispositive Power<br/><b>115,000</b></td> </tr> </table> | Number of<br>Shares<br>Beneficially<br>Owned By<br>Each<br>Reporting<br>Person With | 7.                                    | Sole Voting Power<br><b>-0-</b> | 8. | Shared Voting Power<br><b>115,000</b> | 9. | Sole Dispositive Power<br><b>-0-</b> | 10. | Shared Dispositive Power<br><b>115,000</b> |
| Number of<br>Shares<br>Beneficially<br>Owned By<br>Each<br>Reporting<br>Person With | 7.  |   | Sole Voting Power<br><b>-0-</b>       |                                 |    |                                       |    |                                      |     |  |
|   | 8.  |   | Shared Voting Power<br><b>115,000</b> |                                 |    |                                       |    |                                      |     |  |
|   | 9.  |   | Sole Dispositive Power<br><b>-0-</b>  |                                 |    |                                       |    |                                      |     |  |
|   | 10.   | Shared Dispositive Power<br><b>115,000</b>  |                                       |                                 |    |                                       |    |                                      |     |  |
| 11.   | Aggregate Amount Beneficially Owned by Each Reporting Person<br><b>115,000</b>  |   |                                       |                                 |    |                                       |    |                                      |     |  |
| 12.   | Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (see instructions)<br><input type="checkbox"/>  |   |                                       |                                 |    |                                       |    |                                      |     |  |
| 13.   | Percent of Class Represented by amount in Row (11)<br><b>1.1%</b>   |   |                                       |                                 |    |                                       |    |                                      |     |  |
| 14.   | Type of Reporting Person*<br><b>OO</b>  |   |                                       |                                 |    |                                       |    |                                      |     |  |

|   |   |
|---|---|
| 1.  | Name of Reporting Persons<br><b>Alyn R. Holt Trust fbo Kristen Holt Thompson u/a Dated 4/14/03</b>  |
| 2.  | Check the appropriate box if a member of a group (see instructions)<br>(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> |
| 3.  | SEC use only  |
| 4.  | Source of Funds (see instructions)<br><b>OO</b>   |
| 5.  | Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) _____   |
| 6.  | Citizen or Place of Organization<br><b>New Jersey</b>   |
| Number of<br>Shares<br>Beneficially<br>Owned By<br>Each<br>Reporting<br>Person With | 7. Sole Voting Power<br><b>-0-</b>  |
|   | 8. Shared Voting Power<br><b>260,000</b>  |
|   | 9. Sole Dispositive Power<br><b>-0-</b>   |
|   | 10. Shared Dispositive Power<br><b>260,000</b>  |
| 11.   | Aggregate Amount Beneficially Owned by Each Reporting Person<br><b>260,000</b>  |
| 12.   | Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (see instructions)<br><input type="checkbox"/>                        |
| 13.   | Percent of Class Represented by amount in Row (11)<br><b>2.5%</b>   |
| 14.   | Type of Reporting Person*<br><b>OO</b>  |

The information in this Amendment No. 8 to Schedule 13D (this “Eighth Amendment” or this “13D/A”) amends and restates the Schedule 13D and Amendments No. 1, No. 2, No. 3, No. 4, No. 5, No. 6, and No. 7 to the Schedule 13D (collectively, the “Schedule 13D”) filed with the U.S. Securities and Exchange Commission (the “SEC”) by Alyn R. Holt and the other Reporting Persons therein described on May 7, 2010, May 27, 2010, August 4, 2010, May 24, 2011, May 25, 2012, May 31, 2013, December 22, 2016, and March 30, 2017, respectively, relating to the common stock, par value \$0.01 per share (the “Common Stock”), of inTEST Corporation. This Eighth Amendment is filed to reflect the fact that Mr. Holt is now deceased and Kristen Holt Thompson, as executor of Mr. Holt’s estate, now has beneficial ownership over the shares for which Mr. Holt previously beneficially owned, as well as the disposition of Common Stock by Ms. Holt Thompson.

**Item 5. Interest in Securities of the Issuer.**

- a. See Items 11 and 13 on the cover page.
- b. See Items 7 through 10 on the cover page.
- c. See Annex A.
- d. No person is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the securities reported on herein, other than the direct owner of such shares.
- e. Not applicable.

**Item 7. Materials to be Filed as Exhibits.**

Item 7 is hereby amended and restated in its entirety to read as follows:

99.1 Power of Attorney of Kristen Holt Thompson.

99.2 Rule 10b5-1 Trading Plan between Kristen Holt Thompson and Robert W. Baird & Co., dated as of August 30, 2016.

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SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: June 19, 2017

By: /s/ Kristen Holt Thompson  
Kristen Holt Thompson, Executor  
Estate of Alyn R. Holt

By: /s/ Kristen Holt Thompson  
Kristen Holt Thompson, Trustee  
Holt Charitable Remainder Unitrust u/a Dated 5/22/00

By: /s/ Kristen Holt Thompson  
Kristen Holt Thompson

By: /s/ Kristen Holt Thompson  
Kristen Holt Thompson, Trustee  
Alyn R. Holt Trust fbo Kristen Holt Thompson u/a Dated 4/14/03

By: /s/ Kristen Holt Thompson  
Kristen Holt Thompson, Trustee  
Connie Holt GST Exempt Residuary Trust u/a Dated 12/10/14

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Annex A

| <b>Transaction Date</b> | <b>Shares Acquired</b> | <b>Shares Disposed</b> | <b>Price Per Share</b> | <b>Description of Transaction</b>   |
|-------------------------|------------------------|------------------------|------------------------|-------------------------------------|
| June 13, 2017           | 0                      | 15,000                 | \$8.1997               | Sale pursuant to a Rule 10b5-1 plan |
| June 14, 2017           | 0                      | 10,000                 | \$7.8622               | Sale pursuant to a Rule 10b5-1 plan |
| June 15, 2017           | 0                      | 15,000                 | \$7.5191               | Sale pursuant to a Rule 10b5-1 plan |
| June 16, 2017           | 0                      | 17,000                 | \$7.1546               | Sale pursuant to a Rule 10b5-1 plan |

**POWER OF ATTORNEY**

Know all by these presents, that the undersigned, Kristen Holt Thompson, hereby constitutes and appoints each of David A. Sirignano and Brian V. Soares, or any of them acting individually, as the undersigned's true and lawful attorney-in-fact to:

- (1) prepare, execute in the undersigned's name and on the undersigned's behalf, and submit to the U.S. Securities and Exchange Commission (the "SEC") a Form ID, including amendments thereto, and any other documents necessary or appropriate to obtain codes and passwords enabling the undersigned to make electronic filings with the SEC of reports required by Section 16(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or any rule or regulation thereunder;
- (2) execute for and on behalf of the undersigned, in the undersigned's capacity as a 10 percent beneficial owner of inTest Corporation (the "Company"), Forms 3, 4, and 5, and Schedule 13D, including amendments thereto, in accordance with Section 16(a) of the Exchange Act and the rules and regulations thereunder;
- (3) do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such Form 3, 4, or 5, or Schedule 13D, complete and execute any amendment or amendments thereto, and timely file such form with the SEC and any stock exchange or similar authority; and
- (4) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to each such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorneys-in-fact, in serving in such capacity at the request of the undersigned, are not assuming, nor is the Company assuming, any of the undersigned's responsibilities to comply with Section 16 of the Exchange Act.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer required to file Forms 3, 4, and 5, and Schedule 13D with respect to the undersigned's holdings of and transactions in securities issued by the Company, unless earlier (a) revoked by the undersigned in a signed writing delivered to the foregoing attorneys-in-fact or (b) superseded by a new power of attorney regarding the purposes outlined herein as of a later date.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 19th day of June, 2017.

/s/ Kristen Holt Thompson  
Kristen Holt Thompson

## TRADING PLAN

THIS TRADING PLAN (the "Trading Plan") is entered into August 30, 2016 by and between Kristen Holt Thompson (the "Seller") and Robert W. Baird & Co. (the "Broker"), acting as agent for the Seller.

WHEREAS, the Seller wishes to establish this Trading Plan for the purpose of complying with the requirements of Rule 10b5-1(c)(1) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), with respect to the disposition of all or a portion of the Seller's holdings of the common stock, par value \$0.01 (the "Stock") of inTEST Corporation, a Delaware corporation (the "Issuer") after the expiration of the Expiring Trading Plan; and

WHEREAS, the Seller wishes to engage the Broker to effect sales of shares ("Shares") of the Stock and to file all Forms 144 and amendments thereto that may be required with respect to such disposition transactions;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Broker hereby agree as follows:

1. **Sales.** The Seller hereby irrevocably directs and instructs the Broker to effect sales of Stock (each a "Sale"), on the terms set forth in Exhibit A hereto. The Seller understands and agrees that, upon the Broker's receipt of this executed Trading Plan (and any other documents the Broker may require), the Seller hereby authorizes and directs the Broker to use its discretionary authority to sell Shares on the Seller's behalf and account according to this Trading Plan. **The sales of Shares pursuant to this Plan will be executed by the Broker without prior consultation with or notice to the Seller. If any of the Seller's instructions set forth herein result in conflicting, ambiguous or confusing directions, the Seller hereby authorizes and directs the Broker to use its discretion to effect whichever of the Seller's instructions set forth herein it so determines.**

2. **Term.** The term of this Trading Plan (the "Term") shall commence on the date set forth above, and shall terminate on the date that is the earliest of:

(a) August 30, 2018, unless at such time the Issuer has implemented an Event-Specific Blackout Period under its Insider Trading Policy applicable to any of its management, in which case this Trading Plan would continue in effect until the expiration of such Blackout Period. The undersigned representative of the Issuer who is acknowledging this Trading Plan agrees to notify the Broker prior to August 30, 2018 if any such Blackout period would cause this Trading Plan not to terminate on August 30, 2018;

(b) receipt by the Broker of written notice of termination from the Seller delivered by overnight mail, courier, facsimile or e-mail at the address and fax number set forth in Section 14 below. The Seller agrees that the Seller shall not terminate this Trading Plan except upon consultation with the Seller's legal advisors;

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(c) immediately after the completion of all Sales as contemplated in Section 1 of the Trading Plan; and

(d) the Seller or the Broker shall reasonably determine that (i) any trade contemplated hereunder shall result in a violation or adverse consequence under the applicable securities laws, including but not limited to, Section 16 of the Exchange Act, Rule 144 of the Securities Act of 1933, as amended (the "Act"), or Rule 10b5-1 under the Exchange Act, or (ii) the Seller or the Broker has not complied with the terms of this Trading Plan.

3. Trading Constraints. The Seller understands that the Broker may not be able to effect a Sale due to a market disruption or a legal, regulatory, or contractual restriction applicable to the Broker. If any Sale cannot be executed as required by Section 1 due to a market disruption, a legal, regulatory, or contractual restriction applicable to the Broker, or any other event, then the Broker shall effect such Sale as promptly as practical after the cessation or termination of such market disruption, applicable restriction or other event, under ordinary principles of best execution.

4. Representations, Warranties and Related Covenants.

(a) As of the date hereof, the Seller is not aware of any material nonpublic information concerning the Issuer or its securities. The Seller is entering into this Plan in good faith and not as part of a plan or scheme to evade compliance with the federal securities laws. The Seller agrees that during the term, the Seller shall not, directly or indirectly, communicate any material nonpublic information relating to the Shares or the Issuer to any employee of the Broker who is involved directly in exercising any influence over how, when or whether to effect sales under this Plan.

(b) The Seller has not entered into or altered a corresponding or hedging transaction or put option equivalent with respect to the Shares specified under this Plan, and the Seller agrees not to enter into any such transaction during the Term. The Seller agrees not to alter or deviate from the terms of this Plan except as provided herein. The Seller agrees that during the Term, the Seller shall not (i) enter into a binding contract with respect to the purchase or sale of shares with another broker, dealer or financial institution (each, a "Financial Institution"); (ii) instruct another Financial Institution to purchase or sell shares of Stock on Seller's behalf; or (iii) adopt a plan for trading with respect to shares of Stock other than this Plan or another trading plan with the Broker that complies with the requirements of Rule 10b5-1(c)(1) under the Exchange Act.

(c) The execution and delivery of this Plan by the Seller and the transactions contemplated by this Plan will not contravene any provision of applicable law or any agreement or other instrument binding on the Seller or any of the Seller's affiliates or any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Seller or Seller's affiliates. The Seller's sale of Shares is not subject to any contractual or other Issuer prohibition, restriction or limitation on sale. The Seller has provided the Issuer with an opportunity to review this Plan, and this Plan does not violate any insider trading or fiduciary duty policy of the Issuer or otherwise applicable to the Seller.

(d) The Seller acknowledges and understands that the Broker is not responsible for making, on the Seller's behalf, filings, if any, required under Sections 13(d), 13(g) and 16 of the Exchange Act, applicable to the Seller. In connection with the performance of this Plan, the Seller shall comply with all applicable laws, including, without limitation, making all filings, if any, required under Sections 13(d), 13(g) and 16 of the Exchange Act in a timely manner, to the extent any such filings are applicable to the Seller, and subject to receipt of timely information from the Broker pursuant to Section 10 of this Agreement.

(e) The Shares to be sold under this Plan are owned free and clear by the Seller and are not subject to any agreement granting any pledge, lien, mortgage, hypothecation, security interest, charge, option or encumbrance or any other limitation on disposition, other than those which may have been entered into between the Seller and the Broker or imposed by Rules 144 or 145 under the Act.

5. Compliance With Issuer's Policy. The Seller further represents and warrants that this Trading Plan complies with and conforms to the provisions of the Issuer's insider trading compliance program (the "Program") adopted by the Issuer's Board of Directors, and that an executed copy of this Trading Plan will be provided to the Secretary of the Issuer as required by the Program. The Seller agrees to notify the Broker promptly if this Trading Plan no longer complies with the Program.

6. Adjustments. In the event of a stock split, reverse stock split or stock dividend with respect to the Stock or any change in capitalization with respect to the Issuer that occurs during the Term of this Trading Plan, the number of shares sold, the number of options exercised and/or the dollar amount at which shares are sold shall be adjusted automatically on a proportionate basis.

7. Compliance with Rule 10b5-1(c). The parties intend that this Trading Plan comply with the requirements of Rule 10b5-1(c)(1)(i) under the Exchange Act and this Trading Plan shall be interpreted to comply with the requirements of Rule 10b5-1(c).

8. No Seller Discretion. The Seller acknowledges and agrees that it does not have authority, influence, discretion, or control over any Sales to be effected by the Broker pursuant to this Trading Plan. The Seller agrees that it will not communicate with or in any way attempt to influence any representative of the Broker or any other person or entity in connection with this Trading Plan or the execution of Sales hereunder. The Broker agrees that it will not communicate with or seek advice or information from the Seller in connection with this Trading Plan or the execution of Sales hereunder.

9. Rule 144; Forms 144.

(a) The Broker agrees to conduct all Sales in accordance with the requirements of Rule 144 promulgated under the Act, including, without limitation, the requirements regarding current information, volume limits, manner of sale and filing of notice of sale. In no event shall the Broker effect any Sale if and to the extent that such Sale, when aggregated with sales effected (i) for Alyn R. Holt ("ARH") or any trust or estate of which the Seller or ARH is trustee or executor (the "Aggregation Parties"), or (ii) hereunder, during such

three-month period, would exceed the volume limitation applicable to the Seller under Rule 144(e). The Seller understands that ARH is also entering into a trading plan with the Broker for shares of the Stock directly owned by him, which trading plan will be substantially on the same terms as this Trading Plan. The Seller acknowledges her agreement that the sales of shares for the account of ARH pursuant to his respective trading plan will be made prior to any sales for the benefit of the Seller under this Trading Plan. The Seller agrees not to take, and agrees to cause any person or entity with which it would be required to aggregate sales of Stock pursuant to paragraph (a)(2) or (e) of Rule 144 not to take, any action that would cause the Sales not to comply with the provisions of Rule 144 applicable to the Seller.

(b) The Broker shall complete and timely file with the SEC and NYSE MKT on behalf of the Seller the requisite number of copies of all filings on Form 144 necessitated by the Sales. For such purposes, the Seller has delivered to the Broker twelve (12) pre-signed, blank Forms 144 and agree to deliver additional pre-signed, blank Forms 144 upon request made by the Broker to:

Patricia A. Gritzan, Esquire  
Saul Ewing, LLP  
Centre Square West  
1500 Market Street, 38<sup>th</sup> Floor  
Philadelphia, Pennsylvania 19102-2186  
[Email: pgritzan@saul.com](mailto:pgritzan@saul.com)  
Phone: (215) 972-7139

if such forms need to be amended for any reason. Each Form 144 shall be completed substantially in the form attached as Exhibit B hereto, with the additional information relating to the maximum permitted sales for such three-month period, determined as provided in subsection (c), below, and Table II information for all sales by aggregated persons during the three months preceding such filing. The Broker shall furnish to the Seller and the Issuer a copy of each Form 144 filed by the Broker for the Seller promptly after filing. The following sentence should be inserted in the Remarks section of each Form 144 that is filed:

"The sales of securities covered hereby are being made pursuant to a trading plan adopted on August 30, 2016 pursuant to Rule 10b5-1(c). The representation below regarding the seller's knowledge of material inside information speaks as of such date of adoption of the trading plan."

(c) The Seller understands that the Broker shall make (i) one Form 144 filing at the beginning of the three-month period commencing upon the first Sale under this Trading Plan covering the maximum number of shares permitted to be sold during the next three months pursuant to Rule 144(e) as determined at the time of filing such Form 144, (net of any shares sold by any Aggregation Party during the immediately preceding three months, if applicable), (ii) one or more subsequent Form 144 filings to amend the most recent prior filing during the same three months period in the event the volume limitation under Rule 144(e) for such three month period has increased due to an increase in the average volume as determined in accordance with Rule 144(e), and (iii) subsequent Form 144 filings with respect to each successive three-month

period thereafter, if additional sales are reasonably likely to be made in light of the then current trading price of the Stock. The following footnote should be added to any amended Form 144 filing:

“This Amendment No. \_\_ amends the Form 144 filed on \_\_\_\_\_, to reflect the increased number of shares that may be sold under Rule 144 due to increased trading volume.”

(d) The Broker acknowledges and agrees that the Seller shall deliver an executed representation letter to the Broker (the “Seller’s Representation Letter”) in the form attached as Exhibit C hereto, upon the execution of this Trading Plan, and that this Seller’s Representation Letter shall be the only representation letter delivered to the Broker during the term of this Trading Plan as supporting documentation for all Sales under this Trading Plan. The Broker agrees to deliver to Saul Ewing LLP an executed representation letter (the “Broker’s Representation Letter”) in the form attached as Exhibit D hereto upon the execution of this Trading Plan. In reliance upon such Seller’s and Broker’s Representation Letters and such other information that Saul Ewing LLP may deem necessary or appropriate, Saul Ewing shall deliver to the Issuer’s transfer agent one instruction letter regarding the Sales anticipated to be made under this Trading Plan pursuant to Rule 144. Such instruction letter shall further be subject to compliance by Seller and Broker with all provisions of this Trading Plan. Upon making any sales under this Trading Plan, Broker will submit to Issuer’s transfer agent, a broker’s representation letter in the form attached as Exhibit E.

10. Exchange Act Reporting. The Broker shall notify the Seller and the Issuer via email of each Sale within one day of such transactions, but in no event later than the second business day following a transaction. The Seller shall make all filings, if any, required under Sections 13(d) and 16 of the Exchange Act as a result of the Sales.

11. Brokers' Commissions and Fees. The Seller understands and agrees that the Seller will be charged a brokers’ commission and a transaction fee for each sale of Shares pursuant to this Plan. The Seller will ensure that, without advance notice or request from the Broker, the Seller’s brokerage account at all times contains Shares sufficient to cover the sale directions set forth above, as well as sufficient immediately available cash to pay the Broker when due all brokerage commissions and transaction costs. If the Seller’s account does not contain sufficient Shares and cash to timely satisfy such obligations, the Broker is hereby authorized to cancel or not effect any scheduled sales of Shares and/or terminate this Plan.

12. Remaining Stock. To the extent that the Broker holds any Stock for the account of the Seller upon termination of this Trading Plan, the Broker agrees to return such Stock promptly to the Seller, or, to the Issuer's transfer agent for relegending if such Stock would then be subject to transfer restrictions.

13. Modifications. This Trading Plan may be modified by the Seller provided that such modification is in writing, made in good faith, is not part of a plan or scheme to evade the prohibitions of Rule 10b-5 of the Exchange Act and is pre-cleared or acknowledged by the Issuer's Secretary, with advice of counsel.



14. Notice. Where any notice is required under this Trading Plan, such notice or document shall be delivered in the manner set forth in the relevant section of this Trading Plan at the appropriate address set forth below:

Seller: Kristen Holt Thompson  
10 Hessian Way  
Cherry Hill, New Jersey 08003-2615  
[Email: bstmommyof3@verizon.net](mailto:bstmommyof3@verizon.net)

Broker: Robert W. Baird & Co.  
4 Sentry Parkway – Suite 102  
Blue Bell, PA 19422  
Attn.: Patrick Foley  
[Email: pfoley@rwbaird.com](mailto:pfoley@rwbaird.com)  
Fax: 610-238-6673

Issuer: inTEST Corporation  
804 East Gate Drive, Suite 200  
Mt. Laurel, NJ 08054  
Attn.: Hugh T. Regan Jr., Treasurer  
and Chief Financial Officer  
[Email: h.regan,jr@intest.com](mailto:h.regan,jr@intest.com)  
Fax: 856-505-8801

With a copy to: Saul Ewing LLP  
Centre Square West  
1500 Market Street, 38<sup>th</sup> Floor  
Philadelphia, Pennsylvania 19102-2186  
Attn.: Patricia A. Gritzan, Esquire  
[Email: pgritzan@saul.com](mailto:pgritzan@saul.com)  
Fax: 215-972-1847

15. Signatures. This Trading Plan may be executed in several counterparts, including by facsimile or PDF signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding upon all of the parties.

16. Governing Law; Amendment. This Trading Plan shall be governed by and construed in accordance with the federal securities laws of the United States and the laws of the State of Delaware, without giving effect to any conflicts of laws or choice of law provisions thereof that would compel the application of the substantive laws of any other jurisdiction, and may be modified or amended only by a writing signed by the parties hereto.

17. Tax Matters. The Seller certifies that the below Social Security number is correct and that the Seller is not subject to back up withholding.

18. Legal Matters; Indemnification. The Seller has consulted with its own advisors as to the legal, tax, business, financial and related aspects of, and has not relied upon the Broker or any person affiliated with the Broker in connection with the Seller's adoption and implementation of this Plan. The Seller acknowledges and agrees that the Broker is not acting as a fiduciary or an advisor to the Seller. The Seller will indemnify and hold harmless the Broker for any losses (including, without limitation, reasonable attorney fees) incurred by, claims made or actions brought against, the Broker arising out of the breach of any representation, warranty or covenant set forth in this Plan.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned, thereunto duly authorized, have executed this Trading Plan as of the date first written above.

SELLER:

/s/ Kristen Holt Thompson  
Kristen Holt Thompson SSN: XXX-XX-XXXX

BROKER:

ROBERT W. BAIRD & CO.

By: /s/ Patrick Foley  
Name: Patrick Foley  
Title: First Vice President

ACKNOWLEDGMENT BY ISSUER

Issuer acknowledges that the Seller and Broker have entered into the attached Trading Plan.

ISSUER: inTEST Corporation

By: /s/ Hugh T. Regan, Jr.  
Name: Hugh T. Regan, Jr.  
Title: Secretary

EXHIBIT A

Terms Of Sales

The Broker is to effect sales of Stock in accordance with the following instructions:

**Sales under this Trading Plan shall not commence until after all the shares covered by the Trading Plan of Alyn R. Holt that is executed coincident with the execution of this Trading Plan have been sold;**

Thereafter, from time to time, but only **when the price per share of the Stock is at or above \$6.00 per share, SELL such number of shares as permitted by Rule 144(e), recalculating the volume limitation on a weekly basis, and reduced by the number of shares sold during the same three month period by the Aggregation Parties as described in Section 9 hereof;**

**provided that:** commencing September 1, 2016 and during the remainder of the term of this Trading Plan not more than 178,598 shares are sold at or above \$6.00.

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**EXHIBIT C**

**FORM OF SELLER'S REPRESENTATION LETTER**

Name: \_\_\_\_\_  
Company: inTEST CORPORATION  
Number of Shares: \_\_\_\_\_

Corporate & Executive Services  
Robert W. Baird & Co. Incorporated  
777 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202

Ladies and Gentlemen:

The undersigned proposes to sell the above listed number of shares of common stock (the "Shares") of the above listed corporation (the "Company"), in a series of transactions, through Robert W. Baird & Co. Incorporated ("Baird"), pursuant to Rule 144 under the Securities Act of 1933 (the "Act") and the terms and conditions of a fully executed, pre-arranged stock trading plan (the "Trading Plan"). The undersigned makes the following representations and warranties, each of which is true, correct and complete as of the date hereof, and will survive the proposed sales, and upon which Baird may rely in effecting the proposed sales of Shares:

1. The undersigned has read and understands the relevant portions of Rule 144 and intends that sales made pursuant to the Trading Plan will comply with its requirements.
  2. The undersigned may be deemed to be an "affiliate," as defined in Rule 144(a)(1), of the Company ("Affiliate") or may have been deemed to be an Affiliate at any time during the 90 days immediately preceding the date hereof.
  3. The Company is and has been for a period of at least 90 days immediately prior to the date hereof subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934.
  4. The Shares were not initially issued by an issuer with no or nominal operations or assets as described in Rule 144(i)(1), except as otherwise provided in Rule 144(i)(2).
  5. To the knowledge of the undersigned, adequate current public information with respect to the Company (within the meaning of Rule 144(c)(1)) is available.
  6. The undersigned acquired and, if purchased, fully paid for the Shares at least six months prior to the dates of the proposed sales of Shares, computed in accordance with Rule 144(d).
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7. At the time the Shares are sold for the account of the undersigned, the Trading Plan limits the number of Shares so sold, together with all shares of Company common stock sold by or for the account of the undersigned (or any person described in Rule 144(a)(2) (a "Related Person"), or by or for the account of any other person whose sales are required to be aggregated with the undersigned's sales by Rule 144(e)(3), during the three months preceding the date the Shares are sold, to an amount that will not exceed the greater of: (i) the average weekly trading volume of the Company's common stock during the four weeks preceding such sale or (ii) one percent (1%) of the outstanding shares of Company common stock.

8. Neither the undersigned nor any Related Person has solicited or arranged for the solicitation of, or will solicit or arrange for the solicitation of, any order to buy shares of Company common stock in anticipation of or in connection with the sale of the Shares.

9. Neither the undersigned nor any Related Person has made, or will make, any payment in connection with the offering or sale of the Shares to any person other than Baird. Neither the undersigned nor any Related Person has open buy or sell orders for any shares of Company common stock with any broker, dealer, bank or other person or entity, other than Baird, or will place any such order pending completion of the sale of the Shares without first informing Baird in writing.

10. Provided that sales comply with the terms and conditions of the Trading Plan or Rule 144, the Trading Plan, and any sales executed pursuant to the Trading Plan, are not part of a distribution of any securities, and neither the undersigned nor any Related Person is an underwriter with respect to the Shares. The undersigned has a bona fide intention to sell the Shares in compliance with the conditions set forth in the Trading Plans.

11. The undersigned authorizes Baird, if it deems appropriate, to communicate with the transfer agent in connection with the sale of the Shares, and understands that the payment of the proceeds from the sale of the Shares will be delayed until certificates representing the Shares are transferred into the name of Baird and delivered free of all restrictions whatsoever. Notwithstanding the foregoing, Baird acknowledges and agrees that, pursuant to the Trading Plan, it will not contact the undersigned during the term of the Trading Plan.

12. The undersigned is not currently in possession of material, non-public information regarding the Company.

13. In consideration of the execution of the sale of the Shares by Baird and for other good and valuable consideration, the undersigned agrees to indemnify Baird and hold Baird, its controlling persons, directors, officers, employees, shareholders, affiliates and agents harmless from and against any liability, loss, cost or expense (including attorneys' fees) arising out of or relating to the breach of any representation, warranty or covenant made by the undersigned in this letter or arising out of or relating to the sale of the Shares, except for any liability, loss, cost or expense (including attorneys' fees) incurred due to Baird's noncompliance with the Trading Plan, in which case the undersigned will not indemnify Baird and will not hold Baird, its controlling persons, directors, officers, employees, shareholders, affiliates and agents harmless.

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14. The undersigned has carefully read and fully understands the representations, warranties and covenants made in this letter. The undersigned understands that any misrepresentation herein, or failure to comply strictly with the procedures outlined in this letter, may result in a violation of Federal and/or state securities law.

15. The transfer agent for the Company's common stock may rely on this letter as though it were addressed to such transfer agent.

Sincerely,

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Signature

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Dated

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Print Name

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**EXHIBIT D**

**FORM OF BROKER'S REPRESENTATION LETTER**

[For Future Sales]

[Enter Date]

Computershare Investor Services  
250 Royall Street  
Canton, MA 02021-1011

Saul Ewing LLP  
1500 Market Street, 38<sup>th</sup> Floor  
Centre Square West  
Philadelphia, PA 19102

**Re: Sale of shares of inTEST Corporation Common Stock for the account of \_\_\_\_\_ (the "Selling Shareholder").**

Ladies and Gentlemen:

In connection with the execution by Robert W. Baird & Co. Incorporated ("Baird") and the Selling Shareholder of a pre-arranged stock trading plan (the "Trading Plan") effective as of the date of this Broker's Representation Letter, pursuant to which Baird will execute sales for the account of the Selling Shareholder of shares (the "Shares") of inTEST Common Stock (the "Stock"), which sales are to be made in accordance with Rule 144 under the Securities Act of 1933 (the "Act"), we advise you as follows:

Baird will execute any sale of the Shares in accordance with the terms of the Trading Plan and in compliance with the provisions of Rule 144 applicable to affiliate sales of securities;

Baird, as broker or market maker, will perform no more than the usual and customary broker's or market maker's function;

Baird will do no more than execute an order to sell the Shares as a broker and received no more than the usual and customary broker's or market maker's commission. The Shares may be purchased by Baird as principal in accordance with applicable regulations;

Baird will not solicit or arrange for the solicitation of orders to buy Shares in anticipation of, or in connection with, the sale of Shares except as permitted by Rule 144(g)(3);

Notwithstanding the foregoing, if Baird is a market maker with respect to the Company's common stock, Baird may purchase as principal all or part of the Shares for its own account and subsequently may, as principal, solicit buyers for the Company's common stock, including the Shares held in its account;

Baird, as broker or market maker, obtained a representation letter and a fully executed copy of the Trading Plan from the Selling Shareholder (a copy of each of which accompanies this letter) and made a reasonable inquiry regarding the sales contemplated therein and, based on such information, is not aware of any circumstances indicating that the Selling Shareholder is an "underwriter" with respect to the Shares or that the sales contemplated by the Trading Plan are part of a distribution or otherwise would not comply with the applicable requirements of Rule 144.

Sincerely,

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**EXHIBIT E**

FORM OF BROKER'S REPRESENTATION LETTER

[At Time of Sale]

[Enter Date]

Computershare Investor Services  
250 Royall Street  
Canton, MA 02021-1011

Saul Ewing LLP  
1500 Market Street, 38<sup>th</sup> Floor  
Centre Square West  
Philadelphia, PA 19102

Re: Sale of \_\_\_\_\_ shares of \_\_\_\_\_ Common Stock for the account of  
\_\_\_\_\_

Ladies and Gentlemen:

In connection with the recent sale of \_\_\_\_\_ shares (the "Shares") of common stock of \_\_\_\_\_ (the "Company") through Robert W. Baird & Co. Incorporated ("Baird") for the account of \_\_\_\_\_ (the "Selling Shareholder"), which sale was made pursuant to Rule 144 under the Securities Act of 1933 (the "Act"), we advise you as follows:

1. Baird, as broker or market maker, performed no more than the usual and customary broker's or market maker's function.
2. Baird did no more than execute an order to sell the Shares as a broker and received no more than the usual and customary broker's or market maker's commission. The Shares may be purchased by Baird as principal in accordance with applicable regulations.
3. Baird did not solicit or arrange for the solicitation of orders to buy Shares in anticipation of, or in connection with, the sale of Shares except as permitted by Rule 144(g)(3).
4. Notwithstanding the foregoing, if Baird is a market maker with respect to the Company's common stock Baird may purchase as principal all or part of the Shares for its own account and subsequently may, as principal, solicit buyers for the Company's common stock, including the Shares held in its account.
5. Baird, as broker or market maker, obtained a representation letter and a fully executed pre-arranged stock trading plan (the "Trading Plan") from the Selling Shareholder (a copy of each of which accompanies this letter) and made a reasonable inquiry regarding the sale and, based on such information, believes that the sale was made in compliance with the terms and conditions set forth in the Trading Plan and is not aware of any circumstances indicating that the Selling Shareholder is an "underwriter" with respect to the Shares or that the sale is part of a distribution or otherwise does not comply with the applicable requirements of Rule 144.

Sincerely,