



Buyside Advisory Agreement and Acquisition Candidate Registrations

This letter agreement (the "Agreement") between CAROUSEL CAPITAL PARTNERS ("Carousel") and _____ (the "Advisor") represents the terms under which the Advisor will serve as a non-exclusive financial advisor to Carousel in connection with the potential acquisition (a "Transaction") of the company or companies listed on Appendix A hereto (each a "Candidate").

The Advisor will request that the Investment Candidate furnish Carousel with such information as Carousel believes appropriate to its evaluation (all such information so furnished being the "Information"). The Advisor makes and will make no representation that the Information provided by the Investment Candidate will be materially complete and correct and will not contain any untrue statements of a fact or omit to state a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which such statements are made. Carousel recognizes and confirms that the Advisor (i) will be using and relying primarily on the Information and information available from generally recognized public sources in performing the services contemplated hereunder without having independently verified the same, (ii) does not assume responsibility for the accuracy or completeness of the Information and (iii) does not make an appraisal of any of the assets of the Investment Candidate.

If, within 18 months of this date, (i) any acquisition of or a combination with the Investment Candidate is consummated by Carousel or (ii) Carousel enters into a definitive binding agreement (which subsequently results in an acquisition or combination) with the Investment Candidate, Carousel agrees to pay, or cause its designee to pay, Advisor a transaction fee in cash at closing equal to the following fee structure: 5% of the first million dollars of the transaction value, 4% of the second million, 3% of the third million, 2% of the fourth million, then 1% thereafter.

This agreement will be governed and constructed in accordance with the laws of the state of North Carolina, without regard to its conflict of laws provision.

If you accept the foregoing terms of this agreement, please sign the next page and return a copy to Carousel.

CAROUSEL CAPITAL PARTNERS

By: _____

Name: _____

Date: _____

ACCEPTED AND AGREED BY ADVISOR

By: _____

Name: _____

Company: _____

Date: _____

Address: _____

Telephone: _____

Email: _____

Appendix A

Buyside Advisory Agreement and Acquisition Candidate Registration

This Appendix A is referenced in the Agreement between CAROUSEL CAPITAL PARTNERS and _____ as Advisor dated _____.

Candidate 1: Company Name: _____

Contact Name: _____

Address: _____

Telephone: _____

Contact Email: _____

Co. Website: _____

Candidate 2: Company Name: _____

Contact Name: _____

Address: _____

Telephone: _____

Contact Email: _____

Co. Website: _____

Candidate 3: Company Name: _____

Contact Name: _____

Address: _____

Telephone: _____

Contact Email: _____

Co. Website: _____

Candidate 4: Company Name: _____

Contact Name: _____

Address: _____

Telephone: _____

Contact Email: _____

Co. Website: _____