

Fee Agreement & Acquisition Candidate Registration

Acquisition Advisor/Finder

Investment Candidate

Company	Company
Officer	Contact
Address	Address
Officer	City/State Zip
Phone Number	Phone Number
Fax Number	Business Description

Westshore Capital Management, L.P. ("Westshore") understands that the above listed Acquisition Advisor/Finder will act as a financial advisor ("Advisor") on a non-exclusive basis to Westshore in connection with the potential acquisition of the above listed Investment Candidate.

The Advisor will request that the Investment Candidate furnish Westshore with such information as Westshore 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. Westshore 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 two (2) years of this date, (i) any acquisition of or a combination with the Investment Candidate is consummated by Westshore or (ii) Westshore enters into a definitive binding agreement (which subsequently results in an acquisition or combination) with the Investment Candidate, Westshore 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 in accordance with the laws of the state of Delaware without giving effect to its conflict of laws principles or rules. Any suit or other legal proceeding brought with respect to this agreement must be brought in a court sitting in Hillsborough County, Florida, and each party to this agreement agrees and consents to the venue and personal jurisdiction of any such court.

If you accept the foregoing terms of this agreement, please sign below and return a copy to Westshore.

On behalf of Acquisition Advisor/Finder

On Behalf of Westshore Capital Management, L.P.

By: _____
Signature of Authorized Representative

By: _____
Signature of Authorized Representative

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____