



Fee Agreement & Acquisition Candidate Registration

Acquisition Advisor/Finder	Acquisition Candidate
_____ Company	_____ Company
_____ Officer	_____ Contact
_____ Address	_____ Address
_____ City/State/Zip	_____ City/State/Zip
_____ Phone Number	_____ Business Description
_____ Fax Number	_____

Florida Capital Partners, Inc. (FCP) understands that the above listed Acquisition Advisor/Finder ("Advisor") will act as financial advisor on a non-exclusive basis to FCP in connection with the potential acquisition of the above listed Acquisition Candidate ("Acquisition Candidate").

The Advisor will request that the Acquisition Candidate furnish FCP with such information as FCP believes appropriate to its assignment (all such information so furnished being the "Information"). The Advisor makes and will make no representation that the Information provided by the Acquisition 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. FCP 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 Acquisition Candidate.

If, within 18 months of this date, (i) any acquisition of or a combination with the Acquisition Candidate is consummated or (ii) FCP enters into a definitive agreement to such effect (which subsequently results in an acquisition or combination) with an Acquisition Candidate, FCP agrees to pay a transaction fee in cash at closing equal to 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.

If the foregoing terms correctly set forth our agreement, please confirm this by signing and returning to me a duplicate copy of this letter.

Accepted and Agreed as of this date:

On behalf of Florida Capital Partners, Inc.

Company (Advisor)

Officer Date

Officer Date