

CONSULTING AGREEMENT

RECITALS

This Consulting Agreement (hereinafter referred to as "Agreement" or "Consulting Agreement") is made on the _____ day of _____, 2008, between _____, whose address is _____ (hereinafter referred to as "Company") and **Chartered Capital LLC**, of 410 Park Avenue, 15TH Floor#, New York, NY 10022 (hereinafter referred to as "Consultant") with reference to the following facts:

- I. Company has asked to retain Consultant to provide various services to Company as agreed to by both parties and outlined in Article 3.
- II. The Consultant has advised Company of its willingness and desire to provide such services as outlined in Article 3 and on the terms and conditions as set forth in this Agreement.

NOW, therefore, in consideration of the foregoing recitals and the terms, conditions and covenants contained herein, it is hereby agreed as follows:

ART. 1 APPOINTMENT

The Company hereby appoints Consultant to render the advisory and consulting services described in Art 3 hereof for the term of this Agreement and to the best of its ability. Consultant further agrees to render such services conscientiously and to devote its best reasonable efforts and abilities thereto.

ART. 2 TERMS AND TERMINATION

The term of this Agreement (the "Term") shall commence on the date hereof and shall continue until the first to occur of the following events (i) Company consummates a Qualifying Transaction or (ii) ceases to exist as a certified Business Development Company (BDC), thereafter, this Agreement shall automatically terminate. Neither party has the right to terminate this Agreement anytime prior to its conclusion unless by mutual agreement and in writing.

ART. 3 SCOPE OF CONSULTANCY

During the term of this Agreement, Consultant shall render to the Company, by and through such of Consultant's officers, employees, agents, representatives and affiliates as Consultant, in its sole discretion, shall designate, from time to time, advisory, consulting and other services in relation to the screening and identification of businesses (hereinafter referred to as "candidates") that are potential candidates for Company's Qualifying Transaction. Specifically, Consultant shall assist in the

- I. Identification of potential Qualifying Transaction candidates
- II. Provision of preliminary financial analysis of the candidates
- III. Assist in negotiating acquisition or merger consideration as required by Company, and
- IV. Setting up meetings between Company and candidates and arranging other liaisons between them

Company agrees that it is its sole responsibility to retain advisers such as investment bankers, accountants, attorneys and others the Company considers appropriate to perform valuation, due diligence and other advisory services customary in evaluating a merger or acquisition target or otherwise undertake the valuation, due diligence and other customary and requisite pre-acquisition or pre-merger evaluation as these are not part of this agreement and are not part of the Consultant's responsibility to Company. If Consultant is retained to perform any of these services, it will constitute a separate contract from the one hereof.

ART. 4 REMUNERATION

Consultant will be remunerated for such services rendered under Art. 3 as follows:

- 4.1 \$7,500.00, payable on the execution of this contract.
- 4.2 \$20,000.00 payable on the signing of a merger or acquisition agreement with a target provided or recommended by Consultant

4.3 In addition, the Consultant shall immediately receive on the consummation of the merger, acquisition or Qualifying Transaction, restricted shares of Company equivalent to 5% of the total number of shares outstanding at the conclusion of the merger, acquisition or Qualifying Transaction and with piggy-back registration rights at next registration.

ART. 5 EXPENSES

Consultant shall be responsible for all his expenses, except expenses incurred in connection to trips to Canada or other destinations outside of the U.S.A. at the instance of the Company. All reimbursable expenses must be reimbursed by Company to Consultant immediately on the presentation by Consultants of expense reimbursement request.

ART. 6 INDEPENDENT CONTRACTOR

It is expressly agreed that Consultant is acting as an independent contractor in performing the services hereunder. Company shall carry no worker's compensation insurance or any health or accident insurance to cover Consultant or any of Consultant's employees. Company shall not pay any contribution to social security, unemployment insurance, state and federal income taxes.

ART. 7 OTHER ACTIVITIES

Nothing herein shall in any way preclude Consultant or its officers, employees, agents, representatives, members or affiliates from engaging in any business activities or from performing services for its own account or for the account of others, including for companies that may be in competition with the business conducted by the Company.

ART. 8 LIABILITY

Company will indemnify and hold Consultant harmless from and against any and all liabilities incurred, brought or threatened to be brought or entered or enforced or conducted against Company or any of its Connected Persons which arise out of matters or transactions contemplated by or consequent upon Consultant or its engagement under the terms of this Agreement, except to the extent that those liabilities arise out of the willful default or gross negligence of Consultant, or, as the case may be, such connected persons. The Consultant shall not bind or commit Company to any third party agreements or arrangements or obligations without the explicit written consent of Company.

ART. 9 CONFIDENTIALITY

Consultant shall not disclose or appropriate to its own use, or to the use of any third party, at any time during or subsequent to the term of this Agreement, any secret or confidential information of Company or any of Company's affiliates or subsidiaries of which Consultant becomes aware during such period. Upon termination of this Agreement, Consultant shall promptly deliver to Company all manuals, letters, notes, data and all other materials of a secret or confidential nature that are under the control of the Consultant.

ART. 10 NO ASSIGNMENT

This Agreement is between Company and Consultant and neither Company nor Consultant may sell, assign, transfer or hypothecate any rights or interests created under this Agreement or delegate any of their duties without the prior written consent of the other. Any such assignment or delegation of either party without such consent shall be void.

ART. 11 SEVERABILITY

If any provision of this Agreement is held to be unenforceable, invalid or illegal by any court of competent jurisdiction, or arbitration, such unenforceable, invalid or illegal provision shall not affect the remainder of this Agreement.

ART. 12 ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties. No amendment or waiver of any provision of this Agreement, or consent to any departure by either party from any such provision, shall be effective unless the same shall be in writing and signed by the parties to this Agreement, and, in any case, such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

