



SUMMIT PARK

Buyside Advisory Agreement and Acquisition Candidate Registrations

This letter agreement (the “Agreement”) between SPP MANAGEMENT SERVICES, LLC (“SPP”) and _____ (the “Advisor”) represents the terms under which the Advisor will serve as a non-exclusive financial advisor to SPP in connection with the potential acquisition (a “Transaction”) of the company or companies listed on Appendix A hereto (each a “Candidate”).

The Advisor will furnish to SPP such information that it believes is required to evaluate a Transaction with a Candidate (all such information so furnished by a Candidate being referred to as the “Confidential Evaluation Material”). SPP acknowledges that the Advisor makes no representation to SPP that the Confidential Evaluation Material is (i) materially complete and correct and (ii) does not contain any untrue statements of 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. SPP also recognizes and confirms that the Advisor: (i) will be using and relying primarily on the Confidential Evaluation Material and other 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 Confidential Evaluation Material, and (iii) does not make an appraisal of any of the assets of a Candidate. SPP shall indemnify and hold Advisor harmless against any and all damages, fees, costs, losses, claims, and/or damages related to SPP’s evaluation of a Candidate or a Transaction with a Candidate, except in cases of gross negligence or willful misconduct by Advisor. The foregoing statements regarding the Advisor’s rights and responsibilities shall not excuse the Advisor from purposely omitting or withholding any information or fact from SPP, whether relayed to Advisor in written or oral form by a Candidate, which could reasonably be expected to have an impact on a Candidate’s current business and future prospects or on SPP’s investment in Candidate. Advisor recognizes that such an omission or withholding violates the spirit of this Agreement and shall be deemed to be an act of gross negligence and willful misconduct on behalf of Advisor.

If, within 18 months of the date of this agreement, (i) a Transaction with a Candidate is consummated or (ii) SPP enters into a definitive agreement to such effect with a Candidate (which subsequently results in an acquisition or combination), SPP agrees to pay a transaction fee (the “Fee”) to the Advisor in cash at closing in an amount calculated as follows:

- 5% of the first \$1 million of Transaction Value (as defined below), plus
- 4% of the second \$1 million of Transaction Value, plus
- 3% of the third \$1 million of Transaction Value, plus
- 2% of the fourth \$1 million of Transaction Value, plus
- 1% of the amount over \$4 million of Transaction Value.

The amount of the Fee payable to Advisor shall be based upon the final Transaction Value paid by SPP (or an entity formed by it to consummate the Transaction) to a Candidates' selling shareholders (the "Sellers"). Transaction Value shall be defined to include, without duplication, the following: (i) payments in cash to the Sellers for shares of stock in a Candidate or for the assets of a Candidate, (ii) the face value of any notes paid or payable to the Sellers, (iii) the assumption of any indebtedness of the Candidate by the acquiring entity, and (iv) the amount of any contingent payments to the Sellers entered into outside of the normal course of business to include earn-outs, consulting fees or payments made via non-compete agreements. The fee payable on any such contingent payments shall only be paid to Advisor as, and if, those payments are ultimately made to the Sellers.

Advisor recognizes that it shall be solely responsible for all of the expenses it incurs in connection with SPP's review of a potential transaction with Candidate. Advisor may request that certain expenses incurred in connection with SPP's review of a potential transaction with Candidate (i.e. travel, etc.) be reimbursed by SPP, but all such expenses must be pre-approved in writing by SPP. It is further understood that this Agreement does not contemplate the payment of any retainer by to the Advisor.

This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws provisions.

If Advisor agrees with the foregoing, please confirm by signing and returning this Agreement. Once signed, this shall constitute our entire agreement with respect to the matters set forth herein.

SPP MANAGEMENT SERVICES, LLC

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 SPP MANAGEMENT SERVICES, LLC 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: _____

Candidate 5: Company Name: _____
Contact Name: _____
Address: _____

Telephone: _____
Contact Email: _____
Co. Website: _____