


Carey
INTERNATIONAL LTD
375 South End Avenue, Suite 3400B, New York, NY 10280
(914) 721 6050 phone (914) 358 0516 fax
www.CareyLtd.com

INVESTMENT BANKING CONSULTING AGREEMENT

This Agreement dated April 24, 2008, between Carey International Ltd. (CIL) located at 375 South End Ave, Suite 3400B, New York, NY 10280 and Clarion Finanz AG, Gerbergasse 5, P.O. Box 3817, 8021 Zurich, Switzerland confirms the engagement of CIL to serve as an Investment Banker and financial consultant to the Company. CIL shall act as a facilitator with respect to assisting the Company in securing debt and/or equity financing, acquisitions, mergers, strategic alliances or joint ventures (Qualified Transactions). This sets forth the entire Agreement between the parties hereto with respect to the subject matter herein contained. Therefore in consideration for the promises and covenants contained herein and for other valuable considerations the sufficiency and receipt of which is hereby acknowledged, CIL and the Company agree as follows:

The Company hereby retains CIL as an Investment Banker on a non-exclusive basis to provide financial advice, consultation and information to the Board of Directors and the Officers of the Company. It is the understanding of the parties that CIL shall be an independent contractor to your Company. Any compensation earned by Carey in this agreement is separate and distinct from any fees that may be charged by any investors or other parties.

Funding Compensation: As compensation for its services Company agrees to pay CIL the following:

- a) **Equity Raise:** If CIL introduces Company to a source that provides funding in the form of equity capital, or any other type of financial or transactional investment acceptable to the Company:
 - CIL shall receive compensation in the amount equal to five and one half percent (5 ½ %) of gross proceeds or transactional value of, and in the same form of equity received by the Company resulting from introductions made by CIL, which results in financing to the Company. Company agrees to pay CIL after each transaction and the funds are released.

- b) **Debt Raise:** If CIL introduces the client to a source that provides funding in the form of debt such as stock loans, credit lines or any other type of loan, then:
 - CIL shall receive compensation in the amount equal to four percent (4%) of gross proceeds or as agreed or transactional value of capital actually received by the Company resulting from introductions made by CIL. Company agrees to pay CIL after each transaction and the funds are released.

1. **Company Participation:** Company agrees to participate with CIL and produce proper and verifiable documentation necessary for presentation to investors. Furthermore, the Company has the absolute right to reject any offer.
2. **Company and CIL** agree to use best efforts to complete said funding
3. **Services and Fees:** Company agrees to pay approved out-of-pocket expenses incurred in serving the Company, which will be at Company discretion and must be pre-approved in writing by company.
4. **Registration:** CIL will register with the Company the identity and information of potential investors, who or which may be prepared to enter into a Qualified Transaction with the Company.
5. **Severance:** Termination of this Agreement shall not affect the right of CIL to receive compensation as provided in Paragraph # 1 hereof with respect to any prospect introduced to the Company prior to such termination. If the Company enters into a Qualified Transaction with a prospect referred by CIL any time during the term of and for a period of five years following termination of this Agreement, the Company shall, at the time of the consummation of such transaction, pay to CIL the consideration set forth in this Agreement. All introductions by CIL will be attached as an Exhibit and be registered as an approved contact and introduction of CIL.
6. **Notices:** Any and all notices desired or required to be transmitted by either party hereto by the other party shall be in writing, return receipt requested to such parties at the following addresses:

To: Carey International, Ltd.:
375 South End Ave, Suite 3400B
New York, NY 10280
914 721 6050 ph
914 358 0516 fax

To: Clarion Finanz AG
Gerbergasse 5
P.O. Box 3817
8021 Zurich, Switzerland
+41 44 227 60 00 ph
+41 44 277 60 10 fax

7. **Confidentiality:** CIL upholds strict standards of confidentiality including non-disclosure of Company information. Company agrees to keep all CIL's advice, information and resources confidential limited to sole use by Company.
8. **Litigation:** Company agrees in the event of any litigation for the enforcement of any part of this Agreement the prevailing parties shall be entitled to an award of all reasonable costs and expenses including attorney's fees including any appellate enforcement.

- 9. Miscellaneous:** This sets forth the entire Agreement between the parties hereto and shall be governed in accordance with the laws of the State of New York and cannot be altered, amended, modified, terminated or rescinded, except in writing by both parties hereto; and shall inure to the benefit of and be binding upon the parties hereto, and their respective successors, transferees and assigns. Signature by an officer of the Company duly authorized by the Company by facsimile or by counterparts shall be deemed acceptable to this Agreement.
- 10. Duration:** This agreement shall be for 1 year, and automatically terminated unless renewed.
- 11. It is agreed and understood between the parties contained herein that upon successful closing, funding and fee distribution, Carey International Ltd and/or assigns will pay a royalty fee of approximately 20% fee to John Thomas Financial and/or assigns.**

If this Agreement meets with your approval, please sign below and return a copy via email or fax and an original copy by mail.

Agreed and Accepted by:

Carey International Ltd

John Dolan, Chairman

Marlene Jupiter, President

Date: April 24, 2008

Clarion Finanz AG

By: Carlo Civelli, Director

By:  _____

Date: April 24, 2008