



BUYERS LISTING AGREEMENT

(This agreement does not guarantee purchase, sale or procurement of funding)

Listee Buyer:	_____
Contact:	_____
Address:	_____
City:	_____ State: _____ Zip: _____
Phone:	(____) _____ Fax: (____) _____
Email:]	_____

In consideration of the agreement contained herein, the sufficiency of which is hereby acknowledged by:

1. The Listee Buyer agrees to keep all information received from FuelExchange, LLC and/or Gray, Gray & Gray, LLP (Listor) confidential and will execute our standard "Confidentiality Agreement" prior to receiving any information.
2. The Listee Buyer is hereby informed that in addition to the transaction fee paid by the Listee Buyer, there is, a fee paid to FuelExchange, LLC by the selling business when the seller is a current client of FuelExchange, LLC. FuelExchange, LLC is acting as an intermediary between the parties and in no way represents the disclosures or assertions of either party. The Listee Buyer is responsible for its own due diligence and can not rely on any oral or written information to the contrary.
3. The Listee Buyer hereby gives to the Listor, for a period of 9 months from the date thereof, the right to the transaction fee on all exclusive offerings brought to Listee Buyer by the Listor. In addition, if after a period of 12 months, the Listee Buyer purchases any of the companies for sale introduced to the buyer through the FuelExchange network within a period of 36 months, the sale will result in a total transaction fee for Listor of 6% of the total transaction price payable by the Listee Buyer at the time of closing.
4. Should a transaction be consummated through FuelExchange, LLC whereby both parties [buyer and seller] are FuelExchange clients, then a transaction fee of 3% of the entire transaction amount, will be due and payable by each party at the closing. However, should a transaction be consummated through FuelExchange whereby the seller is not a current FuelExchange client, a transaction fee of 6% of the entire transaction amount will be due from the Listee Buyer. Transaction amount includes, but is not limited to, the purchase price of the company or any of its assets, the present value of all leases (discounted @ 8%), non-compete agreements, consulting contracts, deferred compensation agreements, third party pay-offs, and sharing arrangements with current or former employees, no matter which related person or entity said amounts are payable to. Any amounts transacted between the seller and buyer are subject to this agreement. For transactions based on retention, the broker fee will be calculated by forecasting over the payment term. Our transaction fee is due and payable by the Listee Buyer at the time of closing.
5. Listee Buyer and Listor acknowledge that any partnership, purchase, acquisition, merger, combination of all or part of a FuelExchange, LLC listed business that results from this Listing will result in a transaction fee for Listor of 6% of the total transaction price.
6. Listee Buyer and Listor agree that this agreement supersedes any prior agreement with these or other parties regarding the marketing of the listing.
7. Listee Buyer and Listor warrant that there are no other agreements, promises or understanding either expressed or implied between them other than specifically set forth herein, and that there can be no alternatives or changes to this Agreement except in writing and signed by each of them.

FuelExchange, LLC

Listee Buyer Company:

By: _____

By: _____

Date: _____

Date: _____