



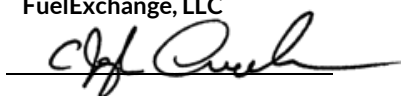
SELLER'S LISTING AGREEMENT

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

In consideration of the agreement contained herein, the sufficiency of which is hereby acknowledged by the Listee Company and all related persons or entities, hereinafter called LISTEE SELLER, and FuelExchange, LLC, hereinafter called LISTOR, we hereby jointly agree:

1. There is attached to this Agreement a Seller's Listing Questionnaire which is by reference included in and made a part of this listing agreement. If FuelExchange is already in possession of the Listee Seller's/Company's financial information (i.e. tax returns, financial statements, etc.) a Seller's Listing Questionnaire may not be present.
2. The Listee Seller warrants to the Listor that the representations furnished to the Listor by the Listee Seller on the attached Sellers Listing Questionnaire and/or Company's financial information are true and correct, and that there are no misstatements of any said representation which would have any material effect. Listee Seller agrees to indemnify and save Listor harmless of and from any and all loss, damage, suits and claims including reasonable attorney fees and costs of defense incurred by Listor on account of any representation made by Listor in reliance on the Listee Seller's representations.
3. The Listee Seller hereby gives to the Listor, for a period of 9 months from the date hereof, the authority to list information provided by Listee Seller on the Listing Form. Listee Seller will inform Listor immediately, if after listing Listee Seller decides not to continue with the listing for any reason, at which point Listee Seller is obligated to pay fees to FuelExchange at a billing rate of \$300.00 per hour. In addition, should the Listee Seller discontinue the listing with FuelExchange but sell the Company to any of the parties introduced to the seller 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 Seller at the time of closing.
4. Should a transaction be consummated through FuelExchange, 6% of the entire transaction amount, will be due and payable by the Listee Seller. 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. 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. Our transaction fee is due and payable by the Listee Seller at the time of closing.
5. Should a transaction be consummated through FuelExchange, any previous receivables owed to Gray, Gray & Gray, LLP or FuelExchange, LLC by the buyer and/or seller for services rendered are payable at the time of closing.
6. In consideration of this Listing Agreement, the Listor agrees to a) process the listing through the FuelExchange network, b) promote and distribute information from the Listing Form as Listor deems advisable and c) furnish information from the Listing Form in response to all inquiries related to a possible purchase, sale and funding of the Listing.
7. Listor will not make public or disclose to anyone outside of the Listor's firm the Listee Seller's identity without the Listee Seller's permission and without first obtaining a signed Confidentiality Agreement from the targeted buyer(s).
8. Listee Seller and Listor acknowledge that any sale or financing of all or part of the Listee Seller's business that results from this Listing will result in a total transaction fee for Listor of 6% of total transaction price.
9. Listee Seller and Listor agree that this agreement supersedes any prior agreement with these or other parties regarding the marketing of the Listing.

Listee Seller and Listor warrant that there are no other agreements, promises or understandings either expressed or implied between them other than specifically set forth herein, and that there can be no alterations or changes to this Agreement except in writing and signed by each of them.

FuelExchange, LLC
 By: 
 Date: _____

Listee Buyer Company:
 By: _____
 Date: _____