



TOMLINSON & ASSOCIATES INC.

102 Old Tom St., Suite 205
PO Box 395
Manteo, NC 27954
Phone: (252) 573-0415
Fax: (252) 473-1071
info@obx-business-broker.com
www.obx-business-broker.com

EXCLUSIVE LISTING AGREEMENT

This Exclusive Listing Agreement is made as of the date of execution by and between Tomlinson & Associates, Inc. and _____ authorized to sell the business described below, hereinafter referred to as Seller.

Type of business _____ Incorporated Yes No
Corporation/firm Name _____ Established _____ Years
dba _____ Financial Year Ends _____ Day _____ Month
Address _____ Present Owner _____ Years
City and State _____ Days of Operation _____
Phone Number _____ Hours of Operation _____
Licensed (s) required _____
Furniture, Fixtures & Equipment \$ _____ Inventory at Cost \$ _____ included
Annual Gross Sales \$ _____ (approx) Annual Owner Income _____ (approx)
Base Monthly Rental \$ _____ Lease Expiration Date _____
Building / Space Size _____ sq. ft. Lease Renewal Option _____ Years
Lessor _____ Phone Number _____
Reason For Sale _____

LIENS / ENCUMBRANCES TOTAL \$ _____

Amount \$ _____ Payments \$ _____ Interest _____% Holder _____ Phone _____
Amount \$ _____ Payments \$ _____ Interest _____% Holder _____ Phone _____

For and in consideration of Broker's agreement to exclusively list and endeavor to sell, exchange, option, transfer, lease or arrange for management of the Business described herein, the undersigned Seller, being the sole owner (s) thereof (or having legal authority to execute this contract on behalf of the Seller) hereby gives to the Broker the exclusive right to sell, exchange, option, transfer, or lease the Business described herein, including all real or personal property, leasehold interest, stock in trade, inventory, equipment and fixtures owned by the Business. This agreement shall remain in effect for a period of not less than _____ months with an expiration date of _____ 20____.

Seller agrees to provide all relevant data and information that will assist Broker is marketing the Business; further, Seller will advise Broker of any material changes in the Business that may affect the sale, exchange, option, transfer, or lease of the business.

The Seller(s) agree(s) that broker will receive copies of all documents pertaining to the sale at the same time as the Seller, and the Seller will instruct their legal counsel to include broker in all distribution of documentation pertaining to this sale.

Broker agrees to extend reasonable efforts to locate qualified Prospects and to effect a sale, exchange, option, transfer, or lease of the Business; and to assemble pertinent data and prepare a presentation for prospective buyers; and to maintain provided information in a confidential manner, using it solely in our efforts on Seller's behalf.

If Seller refuses or is unable to comply with the listing terms for any reason, thereby preventing disposition of the property during the listing term upon the terms set forth below, the commission shall become immediately due by the Seller to the Broker.

All commission due Broker are payable in cash or certified funds at the closing of the sale, exchange, option, transfer, lease, or management arrangement of Business. Commission is earned by Broker when Broker produces a Prospect ready, willing, and able to purchase Business on the terms specified herein, or any terms accepted by the seller, or when a sale, merger, lease, transfer, exchange of any type of Business is effectuated for any reason during the term of this agreement.



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If within two years after the termination of this agreement the Business is sold, exchanged, optioned, transferred, leased or employment in Business by a Buyer introduced during the period of this agreement, Seller agrees to pay the full commission to Broker as set forth herein.

If the Buyer's deposit or down payment is forfeited, it shall be divided equally between Seller and Broker, up to the amount of commission owed the Broker.

Seller agrees to refer to Broker all inquires received regarding the purchase of said Business whether from other Brokers or prospective purchasers or others and agrees to exhibit the business at reasonable hours during the term of the agreement.

If the Seller sells all or any portion of the assets of the business, Seller will have intentionally interfered with this agreement to sell the assets of the business and the liquidated damages would be equal to the fee.

If the Seller sells all or any portion of the stock or any other ownership interest of the business, Seller will have intentionally interfered with this agreement to sell the assets of the business and the liquidated damages would be equal to the fee.

This contract is binding on the executors, administrators, heirs and assigns of Seller.

The Seller agrees to pay the Broker 10 % , but in any event not less than \$ _____ of the sale, exchange, option transfer, or arrangement for management / employment or lease price specified herein or of any other price or terms which the undersigned may hereafter authorize or accept during the term of this agreement.

A purchase, exchange, or lease price of \$ _____ will the following terms will be acceptable:

The purchase price includes all of the assets shown on attached Exhibit "A" as well as an inventory level at cost of \$ _____. At closing, the commission percentage will be computed at these amounts or the actual final figures supplied at closing, whichever is more.

If the property to be sold hereunder is owned by a corporation, the person(s) signing this authorization as Owner represents to Broker that he or they are duly authorized and empowered by the corporations' directors to sell and he / they further represent that the property is owned by the corporation.

EXECUTED THIS _____ DAY OF _____

Tomlinson & Associates, Inc.

By: _____

SELLER
 Print Name: _____
 By: _____
 Title: _____
 Address: _____

SELLER
 Print Name: _____
 By: _____
 Title: _____
 Address: _____