MERRITT BUSINESS LISTING AGREEMENT

This Exclusive Right Business Listing Agreement ("Agreement") is between _____ _____("Owner") and Merritt Realty Corporation ("Broker").

1. **EXCLUSIVE RIGHT:** In consideration of the covenants set forth herein, Owner hereby grants Broker an Exclusive Right Business Listing agreement to sell the Business and the assets of the business described below (collectively, "Business") for the price and terms stated herein whereas the term Owner is to mean the same as; Principal, President, Managing Member, Landlord, Lessor, Seller, Optionor, or Grantor:

Business Physical Address: _____

Mailing/Corporate Address: _____

_____

Personal/Chattel/Intellectual Property of the Business: _____

_____

_____

Owner represents that he/she/it is legally entitled to convey the Business.

2. **TERM:** This Agreement shall commence on the _____ day of _____, 20___, and terminate at 11:59 p.m. on the _____ day of _____, 20___ ("Termination Date"). Upon the acceptance of any offer for the Business during the term of this Agreement, the Termination Date shall automatically be extended for a period equal to the time needed to complete negotiation on said transaction.

3. **PRICE AND TERMS:** The Business is offered for sale at the following terms Price for Sale: _____ Price includes all fixtures except: _____

_____

Owner shall offer the following terms for qualified buyers: _____

_____

4. **BROKER'S OBLIGATIONS AND AUTHORITY:** Broker agrees to make diligent and continued efforts to sell the Business until a sales contract is pending on the Business. Owner and Broker acknowledge that this Agreement does not guarantee a sale. Owner authorizes Broker to: (a) advertise the

Business as Broker deems advisable, in its sole discretion, in publications, computer networks, and other media; (b) will not use signage to promote the Business (c) use Owner's name in connection with marketing or advertising the Business; (d) obtain information relating to the present financing or leases(s) on the Business; (e) place the Business and all transaction information in the appropriate marketing databases; (f) Broker and Owner understand and agree that the information herein pertaining to the Business is confidential; (g) will not provide information to non-qualified buyers. The qualification of a buyer will be determined by Broker at Broker's sole discretion, (h) will not disclose the address or provide the information about the location of this business in any database or publication that provides access to the general public or any other Brokers other than those directly associated with Merritt Realty Corporation; (i) will not publish the name of the business in any publication or database system; (j) is not responsible for information that is leaked to the general public through word of mouth or any other means; nor is Broker responsible for any loss of business or liability derived from information about the listing of this business for sale. Owner holds Broker harmless from any and all liability pertaining to the confidentiality of this listing, (k) will promote the Business for sale at the Broker's sole discretion.

5. **OWNER OBLIGATIONS:** Owner agrees to: (a) cooperate with Broker in carrying out the purpose of this Agreement, including referring immediately to Broker all inquiries regarding the Business; (b) provide Broker with keys to the Business and all up to date financial information concerning the Business and to make the Business available for Broker to show during reasonable times; (c) inform Broker prior to leasing, mortgaging or otherwise obligating the Business; (d) Owner shall retain legal counsel for the purpose of selling this business and that all closings shall take place with an attorney, and all monies paid by a potential Buyer shall be placed into escrow with a law firm escrow account and disbursed at closing; (e) make all legally required disclosures, including all facts that may materially affect the Business's value and are not readily observable or known by the buyer; (f) provide important information to Broker within five (5) days of execution of this agreement such as financial statements, leases, inventory list, financing information, and any other information that is directly or indirectly related to this Business, (g) will not make contact with potential buyers or other real estate professionals without Merritt present, (h) provide information about changes to zoning or proposed plans which may adversely affect the value of the business or the ability of the Business to remain at its current location, such as road way widening, new buildings, or any other change in the local community which may or may not affect the Business; (i) consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting requirements and other specialized advice (Owner acknowledges that neither Broker nor any salesperson associated with Broker is qualified or authorized to give such advice and, if given, Owner shall not rely in any way on such advice).

Owner represents and warrants that Owner knows of no such material facts except those expressly set forth in the Owner's Business Disclosure Statement provided by Broker and as follows:

_____

_____

_____

6. **COMPENSATION:** Owner shall compensate Broker as follows for procuring a buyer who is ready, willing and able to purchase the Business on the terms specified herein:

a) ____% of the total purchase price OR $_____. This fee shall be paid no later than the closing of the transaction; however, closing is not a prerequisite for Broker's fee being earned. Broker's fee shall be due if: (i) during the term of this Agreement, Owner either transfers or enters into a contract to transfer the Business, whether by sale, or transfer of stock and or any other means of transfer, regardless of whether the transferee was secured by Broker, Owner or any other person; (ii) Owner refuses to accept an offer at the price and terms stated in this Agreement, defaults under this Agreement or an executed contract or agrees with a buyer to cancel an executed contract; or (iii) within 365 days after Termination Date ("Protection Period"), Owner transfers or contracts to transfer the Business or any interest in the Business to any prospects with whom Owner, Broker or any real estate licensee communicated regarding the Business prior to Termination Date. However, no fee will be due if Owner enters into an Exclusive Right Listing Agreement with another third party broker after the Termination Date and the Business is sold through that broker and _____ if Owner has received a waiver from Broker to the aforementioned 365 day period;

b) $_____ or _____ % of the consideration paid for an option, which fee shall be paid at the time an option is granted. If the option is exercised, Owner shall pay Broker the fee in subparagraph (a) above, less the amount Broker received under this subparagraph;

c) Retained deposits: In the event that Owner retains any deposits in connection with a transaction that does not close for any reason, Broker shall be entitled to receive 50% of all such retained deposits, not to exceed the fee set forth in subparagraphs (a) and (b) above.

7. **INDEMNIFICATION:** Owner agrees to indemnify Broker and hold Broker harmless from losses, damages, costs and expenses of any nature, including attorney's fees, and from liability to any person, that Broker incurs because of (a) Owner's negligence, representations, omissions, actions, or inactions, (b) the use of a lock box, (c) the existence of undisclosed materials facts about the Business, or (d) a court of arbitration decision that a Broker who was not compensated in connection with a transaction is entitled to compensation from Broker. This section will survive closing and the transfer of title.

8. **REPRESENTATIONS:** Owner warrants and represents to Broker that: (a) Owner is the owner of the Business; (b) no person or entity has any right to purchase the Business or any portion thereof by virtue of any agreement, authorization, option or right of first refusal except as expressly noted herein, and; (c) there are no prior listings, sale or other agreements affecting the Business which have not been lawfully terminated; (d) the Business is not subject to any existing or threatened bankruptcy, lis pendens, litigation, partition, foreclosure, insolvency, or probate proceeding.

9. **VENUE, JURISDICTION AND GOVERNING LAW:** Owner and Broker agree that venue for any litigation arising out of, or relating to, this Agreement shall be exclusively in the county where the Business is located and each consents to personal jurisdiction in the State of Florida and in such county. This Agreement shall be construed and governed in accordance with the laws of the State of Florida.

10. **ACKNOWLEDGEMENTS:** Broker's general company policy is to cooperate with, and compensate, other real estate brokers. Florida law permits a cooperating broker to represent the interests of the buyer even though that broker is compensated by the Owner. Owner acknowledges and agrees that

(a) the Business will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin or any other factor protected Independently by federal, state or local law; (b) Broker has explained the brokerage relationships and Owner has signed the appropriate disclosure forms prior to signing this Agreement; (c) Broker, as escrow agent, may accept deposits from prospective buyers and deposit escrow funds in a non-interest bearing account with a financial institution chosen by Broker and that the financial institution, Broker or any of its related companies may obtain a direct or indirect benefit in connection with such deposit; and (d) Owner has received a copy of this Agreement.

11. **ENTIRE AND BINDING AGREEMENT:** This Agreement contains the entire agreement between the parties hereto relating to the transaction and services contemplated between the parties. Notwithstanding any law to the contrary, any modifications will be invalid unless in writing signed by all parties hereto. If any provision of the Agreement is or becomes invalid or unenforceable, all remaining provisions shall continue to be fully effective.

12. **MISCELLANEOUS:** This Agreement is binding on Broker's and Owner's heirs, personal representatives, administrators, successors and assigns. Broker may assign this Agreement to another listing office. Signatures, initials and modifications communicated by facsimile will be considered as originals. The term "buyer" as used in this agreement includes buyers, tenants, exchangers, optionees and other categories of potential or actual transferees.

13. **SPECIAL CLAUSES:** _____

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THIS IS INTENDED TO BE A BINDING CONTRACT. BROKER MAKES NO REPRESENTATIONS AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN. IF YOU DO NOT FULLY UNDERSTAND THIS CONTRACT, CONSULT AN ATTORNEY AND/OR ACCOUNTANT BEFORE YOU SIGN IT.

By signing below, Owner understands and agrees to all of the terms and conditions of this Agreement.

Date: _____ Date: _____

_____ _____

OWNER BROKER