

EXCLUSIVE BUYER REPRESENTATION & AGENCY AGREEMENT

AGREEMENT DATE: ____/____/2008

(hereinafter called "BUYER") hereby appoints Michigan, LLC d/b/a Michigan Business Brokers (hereinafter called "BROKER" as BUYER's exclusive agent under the terms specified herein.

1. **Creation of Agency.**

By appointing BROKER as BUYER's exclusive agent, BUYER agrees to conduct all negotiations for the business and property through BROKER, and to refer to BROKER all inquiries received in any form from M&A advisors, business brokers, private equity, venture capital, bankers, real estate brokers, salespersons, prospective sellers, or any other source, during the time this Exclusive Buyer Representation Agreement is in effect.

2. **Description of Property.**

BUYER desires to purchase an ongoing business and property including assets, goodwill, FF&E, inventory, and purchase/lease real property (which may contain items of personal property) described in the general terms as follows: with such modifications as BUYER may communicate to BROKER, whether verbally or in writing.

3. **Term of Agreement.**

BROKER's authority as BUYER's exclusive agent shall begin on the agreement date set forth above and shall continue until ____/____/____.

4. **Broker's Representations and Services.**

BROKER will use BROKER's reasonable efforts as BUYER's agent to locate property as described in Section 2 hereof, and to negotiate acceptance of any offer to purchase or lease such property. BROKER shall make submissions to BUYER describing and identifying properties appearing to BROKER to substantially meet the criteria set forth in Section 2, for the consideration of BUYER.

5. **Cost of Services or Products Obtained from Outside Sources.**

BROKER will not obtain or order products or services from outside sources unless BUYER agrees in writing to pay for them immediately when payment is due. For example: surveys, soil tests, inspections, or engineering studies.

6. **Compensation of Broker.**

In consideration of the services to be performed by the BROKER, BUYER agrees the BROKER may be compensated in any of the following ways. **Initial all that apply.**

____a. If the business/property is subject to a listing agreement with the BROKER, the seller shall pay all fees paid to the BROKER.

____b. If the business/property is subject to a listing agreement with a co-operating broker through the MLS or otherwise, the fee will be the amount equal to the co-operating brokers payout as listed in the MLS, provided that in no case shall that amount be less than 3% of the selling price. BUYER agrees to pay BROKER any difference between the amount received and the stated minimum.

____c. If the business/property is not subject to a listing agreement, such as for sale by owner, BUYER agrees that the BROKER will be paid a fee of 6% of the selling price (or \$10,000 minimum fee whichever is greater). BROKER shall first seek to obtain this fee through the transaction and paid by the seller. If the fee cannot be obtained through the seller, the BUYER agrees to pay the fee stated above.

____d. Retainer Fee. BUYER will pay BROKER a non-refundable retainer fee of \$5,000 due and payable upon signing of this agreement. Retainer Fee will be credited against any compensation as set forth in Section 6 (a), (b), and (c).

____e. Hourly Rate. BUYER will pay BROKER at the rate of \$150.00 per hour for the time spent by BROKER pursuant to this Agreement, to be paid when invoiced, whether or not BUYER acquires or leases a business/property. This hourly fee will be credited against any compensation as set forth in Section 6 (a), (b), and (c). This compensation shall apply to transactions made for which BUYER enters into a binding contract during the original term of this Agreement, or during any extension of such original or extended term, and shall also apply to transactions for which BUYER enters into a contract within 180 days after this agreement expires, if the property acquired by the BUYER was submitted to the BUYER by BROKER pursuant to Section 4 above, during the original or extended term of this Agreement.

7. **Failure to Close.**

If the seller, in a contract made with BUYER fails to close the transaction, with no fault on the part of the BUYER, the fee provided in Section 6 (a), (b), and (c), shall be waived. If such transaction fails to close due to any fault on the part of BUYER, such fees will not be waived, but will be due and payable immediately.

8. **Disclosure of Broker's Role.**

At the time of initial contact, BROKER shall inform all prospective sellers and their agents, with whom BROKER negotiates pursuant to this Agreement, that BROKER is acting on behalf of BUYER. Compensation shall be paid first out of the transaction and if such compensation is not obtainable in full or in part from the seller, it will be paid by the BUYER.

9. **Disclosure of Buyer's Identity.**

_____ BROKER does have BUYER's permission

_____ BROKER does not have BUYER's permission

to disclose BUYER's identity to a third party without prior written consent of BUYER.

10. **Other Potential Buyers.**

BUYER understands that other potential buyers may consider, make offers on, or purchase, through BROKER, the same or similar properties as BUYER is seeking to acquire. BUYER consents to BROKER's representation of such other potential buyers before, during, and after the expiration of this agreement.

Agreed and Accepted on agreement date set forth above by:

Signature: _____
BROKER

Signature: _____
BUYER

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