



SELLER MARKETING AGREEMENT

Exclusive Seller gives National Restaurant Brokers ("NRB") the exclusive right to offer for sale or other disposition the assets and inventory of the business ("business") listed on the reverse side hereof and/or the capital stock of any corporation which owns all or part of the business, at the price listed or at such price and on such terms as are acceptable to seller. This agreement will continue for a period of 90 days, and will be automatically extended thereafter for like periods until the business is sold, but this agreement may be terminated by seller at any time by providing NRB with 30 days' written notice of termination.

Termination If this agreement is terminated by seller before the business is sold, then NRB, at its option, may provide to seller within 15 days following the effective date of termination a marketing list of the prospective purchasers and brokers to and/or through whom NRB marketed the business during the term of this agreement. Regardless whether a written list is provided to seller, in the event seller sells the business through any such broker or to any such purchaser or purchaser's affiliated or related party or entity who buys, leases, manages, invests in, lends to, is employed by, or otherwise comes into possession or constructive control of the business during the term of this agreement or within two years following the effective date of termination of this agreement, then seller agrees to pay the earned commission to NRB.

Commission Seller will pay to NRB the earned commission upon NRB producing a purchaser ready, willing, and able to purchase the business for the price set forth in this agreement or on such terms as are acceptable to seller, upon the sale of the business by the seller to or through any affiliated or related party or entity who directly contacted seller during the term of this agreement, or upon the sale of the business by seller to or through any party contacted by NRB during the term of this agreement. Seller and NRB will equally share any forfeited earnest money. The commission paid by the seller will be determined by the aggregate value for which the assets, inventory, and capital stock of any corporation which owns all or part of the business are sold, plus all liabilities of the business assumed or accepted by purchaser.

(Continued on following page)



SELLER MARKETING AGREEMENT

(Continued from previous page)

BUSINESS: _____

PRICE/TERMS: _____

COMMISSION: **A** _____
(Seller initial)

**8% of the first \$500,000,
6% of the next \$500,000,
4% of the next \$500,000, and
2% of the remainder.**

Seller contributes \$100 per week (\$200 per week if multi-unit) toward national classified advertising, which contribution will be reimbursed to seller at closing.

Seller must provide the following:

- Lease
- P&L's
- Sales Tax
- Menu
- Equipment List
- Space Layout
- Survey/Seating Chart
- A/R Paragraph
- Other _____

Seller Name / Title: _____

Company: _____

Address: _____

City, State & Zip: _____

Tel: _____

Tel/Fax: _____

E-mail: _____

AMEX VISA M/C Check (6x)

Account No. _____ Exp. Date _____

Cardholder Name _____

This Seller Marketing Agreement is agreed and accepted this _____.
The undersigned seller represents and warrants that s/he has the authority to enter into this agreement.
The undersigned seller further represents that s/he is not currently exclusively represented by any other broker.

(Seller Initial)

Seller Signature

Broker Signature