

BUYER ACQUISITION AGREEMENT

This Agreement (herein so called) is entered into on this date between Empire Business Associates (hereafter called "Broker" and _____ the owner(s) or authorized representative of the owner(s) (hereafter called "Buyer", whether one, more, or authorized representative).

In consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Buyer hereby retains Broker for a primary period of ONE (1) year from the date of this Agreement. After the primary period, this Agreement shall continue until terminated by operation of law or upon TEN (10) days written notice to termination delivered by ONE (1) party to the other.
2. If the Buyer makes an acquisition of a Business during the existence of this Agreement or within TWO (2) years after the termination of this Agreement and such purchase is made from any seller or prospective seller with whom Broker had any contact regarding the acquisition of a Business during the existence of this Agreement, Broker shall be entitled to a commission on the purchase in accordance with Paragraph 4 hereof, (The term "Business" shall mean and include any property and/or business that is directly related to the Business being purchased, e.g., real estate or other property connected with the Business, etc., and that is owned in whole or part by the same persons or legal entities that own the Business. "Business" shall also mean and include other businesses and/or other locations if such other businesses and/or other locations are engaged in the same general business activities as the Business described above).
3. Upon execution of this Agreement, Buyer shall pay a non refundable out-of-state mailing charge of fifty cents (.50) per company name. In the event a commission is earned and payable upon the occurrence of any event as described in Paragraph 4 of this Agreement, the mailing charge shall be applied as a credit to such commission.
4. For services rendered by Broker under this Agreement, Buyer shall pay to Broker a commission in cash to a certain percent or percentage of the Purchase Price of said Business or Related Business, such percentage of the Purchase Price to be on a scale as follows:
 - A. five percent (5%) on the first million dollars of the Purchase Price; four percent (4%) of the second million dollars of the Purchase Price; three percent (3%) of the third million dollars of the Purchase Price; two percent (2%) of the fourth million dollars of the Purchase Price and one percent (1%) on the balance of the Purchase Price.
 - B. In no event shall the commission payable to Broker be less than \$25,000.00 (minimum commission).
5. The commission described in Paragraph 4 shall be earned by and payable to Broker, in cash, upon the occurrence of any of the following events:
 - A. The acquisition of a Business during the existence of this Agreement.
 - B. The acquisition of a Business at any time within two (2) years after the termination of this Agreement, if such acquisition is made from any seller or prospective seller with whom the Broker or any agent or employee of Buyer had any contact regarding same during the existence of this Agreement.
6. The term "acquisition" is defined as any purchase, transfer, conveyance, merger, consolidation, exchange, creation of partnership, indenture or disposition of the Business, including, without limitation, the, purchase, consignment, assignment, lease or hypothecation of the Business or a Related Business, its capital stock, assets, or any portion thereof (other than in the ordinary course of business), or the employment of a prospective Seller introduced to Buyer by Broker.
7. The term "Purchase Price" shall mean any and all amounts of money or other consideration paid or conveyed to Seller, or for Seller's benefit, or paid or conveyed by a Buyer in connection with the acquisition of the assets or capital stock of the Business or a Related Business plus all liabilities and/or obligations assumed by purchaser. This shall include, without limitation, cash, stock, bonds, indentures, debentures, promissory notes, negotiable instruments, real or personal property, letters or lines of credit, loans, employment and consulting agreements, non competition agreements, partnership agreements, rental agreements, lease agreements, options, payments pursuant to option agreements, capital investments, the assumption or discharge of liabilities, or any combination of the above or other such items of consideration or value. In addition, Purchase Price shall specifically include any and all payments made or to be made by a Buyer that are contingent upon future events, such as license agreements, royalty agreements, payments based on future sales or profits and all other items of a contingent nature.
8. Buyer represents and warrants that Buyer is duly authorized to represent all owners, direct or indirect, in regard to an acquisition, and that such owners are bound by the terms and conditions of this Agreement.
9. Buyer hereby indemnifies and holds harmless Broker and its agents, employees, officers, directors, shareholders, co-brokers and affiliates against any and all losses, claims, damages, expenses or liabilities whatsoever, joint or several, which may arise out of or in connection with the performance of this Agreement, or the performance of Broker in connection with this Agreement. This indemnification and hold harmless agreement of Buyer shall not apply to any intentionally wrongful acts of Broker or the gross negligence of Broker, its agents, employees, officers, directors, shareholders, co-brokers and affiliates.
10. Buyer agrees to notify Broker of the closing date, time and location at least three (3) days prior to such closing.
11. In no event shall Broker be required to participate in any evaluation of the Business, including, without limitation, any accounting, inventory, appraisal, audit, verification or other similar evaluation either for Buyer or for a prospective Seller, and Buyer hereby expressly releases and discharges Broker from any responsibility or liability in connection with any such evaluation.
12. The parties agree that any claim or action brought concerning this Agreement shall be brought in Cuyahoga County, Ohio and agree to forebear from filing a claim in any other county or jurisdiction. The performance and construction of this Agreement shall be governed by the laws of the State of Ohio. Any amount due which is not timely paid shall bear interest at the maximum rate permitted by law from the date due until paid.
13. This Agreement shall be binding upon all parties to this Agreement, their heirs, executors, successors, administrators, representatives or assigns.
14. If any term, provision or condition of this Agreement shall be held to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and this Agreement shall be construed as if such invalid, void or unenforceable provision has not been contained herein.

15. In any litigation arising under the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable legal fees and expenses in addition to any amount of the judgement.
16. By signing below, the Buyer represents and warrants that Buyer has read and understands this Agreement. Further, if this Agreement is signed by more than one (1) person or representative, it shall constitute the joint and several obligation of each.
17. This Agreement sets forth the entire Agreement and understanding between the parties and cannot be modified, amended, supplemented or rescinded except in writing and executed by the parties hereto.
18. The parties hereby agree that a facsimile copy of this Agreement will be deemed an original for all purposes, and each hereby waives the necessity of providing the original copy of this Agreement to bind the other.
19. Buyer hereby grants Broker an interest in the proceeds from the purchase of Business to secure the payment of Broker's commission due under this Agreement. Buyer authorizes and instructs any person or entity who may be handling the closing of the Business to pay and disburse out of the purchase proceeds directly to Broker, an amount equal to the commission due under the terms of this Agreement. Such person or entity handling the closing of the purchase of the Business is entitled to rely on the written instructions and directions of the Broker for the payment of the commission due hereunder as long as the person or entity handling the closing is given a copy of this Agreement.
20. Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants or conditions of this Agreement, shall on written request of one (1) party served on the other, be submitted to binding arbitration. Such arbitration shall be under the rules of the American Arbitration Association. The arbitrator shall have no authority to change any provisions of this agreement; the arbitrator's sole authority shall be to interpret or apply the provisions of this Agreement. The expenses of arbitration conducted pursuant to this paragraph shall be born by the parties in such proportion, as the Arbitrators shall decide.

DATED this ____ day of _____, 200 .

ACCEPTED BY:

Broker:

Buyer:

Broker

Individually