



**BUYER'S LISTING AGREEMENT**

(This agreement does not guarantee purchase, sale or procurement of funding.)

Listee Buyer: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

In consideration of the agreement contained herein, the sufficiency of which is acknowledged by:

- 1. The Listee Buyer agrees to keep all information received from Oilheat Network Exchange, LLC (ONE) and/or Nardozzi Consulting, LLC (Listor) confidential and will execute our standard Confidentiality Agreement prior to receiving any information.
- 2. The Listee Buyer is hereby informed that, in addition to the transaction fee paid by the Listee Buyer, there is a fee paid to Oilheat Network Exchange, LLC by the selling business when the seller is a current client of Oilheat Network Exchange, LLC. Oilheat Network Exchange, LLC is acting as an intermediary between the parties and in no way represents the disclosures or assertions of either party. The Listee Buyer is responsible for its own due diligence and cannot rely on an oral or written information to the contrary.
- 3. The Listee Buyer hereby gives to the Listor, for a period of 12 months from the date thereof, the right to the transaction fee on all exclusive offering brought to the Listee Buyer by the Listor.
- 4. Should a transaction be consummated through Oilheat Network Exchange, LLC whereby both parties (buyer and seller) are Oilheat Network Exchange, LLC clients, then a transaction fee of 2 1/2% of the entire transaction amount will be due and payable by each party at the closing. However, should a transaction be consummated through Oilheat Network Exchange, LLC whereby the seller is not a current Oilheat Network Exchange, LLC client, a transaction fee of the 5% of the entire transaction amount will be due from the Listee Buyer. Transaction amount includes, but is not limited to, the purchase price of the company or any of its assets, the present value of all leases (discounted @ 8%), non-compete agreements, consulting contracts, deferred compensation agreements, third party pay-offs, and sharing arrangements with current or former employees, no matter which related person or entity said amounts are payable to Oilheat Network Exchange, LLC. Any amounts transacted between the seller and buyer are subject to this agreement. Our transaction fee is due and payable by the Listee Buyer at the time of closing.
- 5. Listee Buyer and Listor acknowledge that any partnership, purchase, acquisition, merger, combination of all or part of an Oilheat Network Exchange, LLC listed business that results from this Listing will result in a transaction fee for Listor of 5% of the total transaction price.
- 6. Listee Buyer and Listor agree that this agreement supersedes any prior agreement with these or other parties regarding the marketing of the Listing.
- 7. Listee Buyer and Listor warrant that there are no other agreements, promises or understandings either expressed or implied between them other than specifically set forth herein, and that there can be no alternatives or changes to this Agreement except in writing and signed by each of them.

Oilheat Network Exchange, LLC

Listee Buyer Company

By: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Date: \_\_\_\_\_