



SELLER'S LISTING AGREEMENT

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

Listee Seller: _____

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

1. There is attached to this Agreement a Seller's Listing Questionnaire which is by reference included in and made part of this listing Agreement.
2. The Listee warrants to the Listor (Oilheat Network Exchange, LLC) that the representations furnished to the Listor by the Listee on the attached Seller's Listing Questionnaire are true and correct, and that there are no misstatements of any said representation which would have any material effect. Listee agrees to indemnify and save Listor harmless of and from any and all loss, damage, suits and claims including reasonable attorney fees and costs of defense incurred by Listor on account of any representation made by Listor in reliance on the Listee's representations.
3. The Listee hereby gives to the Listor, for a period of 9 months from the date thereof, the authority to list information provided by Listee on the Listing Form.
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 buyer 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 at the time of closing.
5. In consideration of this Listing Agreement, the Listor agrees to a) process the listing through the Oilheat Network Exchange, LLC network, b) promote and distribute information from the Listing Form as Listor deems advisable and c) furnish information from the Listing Form to all inquiries related to a possible purchase, sale and funding of the Listing.
6. Listor will not make public or disclose to anyone outside of the firm the Listee's identity without the Listee's permission and without firm obtaining a signed Confidentiality Agreement from the targeted buyer(s).
7. Listee and Listor acknowledge that any sale or financing of all or part of the Listee's business that results from this Listing will result in a total transaction fee for Listor of 5% of the total transaction price.
8. Listee and Listor agree that this agreement supersedes any prior agreement with these or other parties regarding the marketing of the Listing.
9. Listee 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 Company

By: _____
Date: _____

By: _____
Date: _____