



FP TRANSITIONS®

LISTING AGREEMENT

Version 21.1

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LISTING ENGAGEMENT AGREEMENT

1. FP Transitions will act at all times in the capacity of "serving the deal". We do not act as an advocate or agent for either side. FP Transitions is compensated for providing a central marketplace, under the terms set forth below.
2. If your deal does not close and you do not obtain valuable consideration or other payment, you do not owe us a fee.
3. This listing, once activated by FP Transitions, is exclusive until you notify us in writing to remove your listing from our website and for 90 days thereafter. In addition, you agree to pay our listing fee for anyone who inquires to your listing through FP Transitions. This means that if you sell or otherwise transfer all or any part of the listed business to anyone who inquires to the listing through FP Transitions, within 18 months of the listing's expiration or deactivation, or if you sell or otherwise transfer all or any part of the listed business to anyone (whether they inquire to your listing through FP Transitions or not) within 90 days of the listing's expiration or deactivation you will owe us the fees set forth below in Section 4.
4. Fees: If your deal closes or you otherwise complete a deal with or receive valuable consideration from someone who contacts you through FP Transitions, or with someone who FP Transitions presents, proposes, or submits to you, you agree to pay us a fee of 3.5% of the listing value (or merger value if applicable). A "deal" is any type of transaction, including, but not limited to, a sale, a merger, a loan, employment, and/or firm change. A discount may apply to the final fee based on the buyer you select and that buyer's rating through our Buyer Rating System, or if the Buyer is licensed with a broker-dealer that is one of our corporate program members. The minimum fee owed under this Agreement if your deal closes or is completed is \$4,000.00 from the buyer and \$4,000.00 from the seller. For furnishing the services specified, Client agrees to pay FP Transitions the non-refundable fee indicated herein. Compensation under this Agreement does not include time spent to testify or support consulting or valuation results in a court or arbitration proceeding. FP Transitions shall be under no obligation to provide such testimony or support and such services are not contemplated, warranted or provided under this Agreement. If anyone from FP Transitions is compelled to testify by subpoena or court order, Client agrees to pay FP Transitions liquidated damages in the amount of \$10,000.00, plus business class airfare and reasonable accommodations.
5. No refunds of FP Transitions' fees will be made. Any promotional code or discount must be claimed at the time of submission of your listing. If you are affiliated with a broker-dealer or custodian that is a member of an FP Transitions Corporate Program, you may be eligible for a discount on your listing fee; by accepting this discount, you give FP Transitions permission to discuss your deal with your broker-dealer / custodian.
6. All purchases, sales or mergers shall be closed by Stewart Title in Oregon, a neutral, commercial, escrow depository, unless otherwise agreed in writing in advance by buyer, seller and FP Transitions. (Closing will take place through use of teleconference, facsimile or e-mail.) The costs of escrow services are to be split between buyer and seller upon closing; fees will be deducted by escrow.
7. We will provide you with template agreements that are ordinary and appropriate to complete most transitions at no charge. You agree to provide us a copy of each and every draft agreement and final agreement related to your transaction (including agreements based on our templates and any other agreements) within 48 hours of the creation or execution of the agreements.
8. You represent and warrant to us that you have full authority to enter into this Agreement, and that you have read and fully understand and agree with the terms contained in the Legal Notice available by hyperlink at the bottom of each page on www.FPTransitions.com.
9. You authorize FP Transitions to take all reasonable steps to promote this listing to its members and buyer database. FP Transitions will take all reasonable steps to protect your confidentiality.
10. You understand and agree that we do not provide tax or legal advice. We recommend that you have all documents and information carefully reviewed by your own professional counsel.
11. Any controversy or claim arising out of this Agreement or the interpretation of any of the provisions in this Agreement shall be resolved by binding arbitration by one arbitrator. The substantive law of Oregon will determine the interpretation of this agreement. Each party shall be responsible for its own attorney fees. Costs and arbitration fees shall be paid by the losing party.
12. No alterations to this form are permitted.
13. LIMITATIONS OF LIABILITY. ANY LIABILITY OF FP TRANSITIONS ARISING OUT OF ANY SERVICES PROVIDED HEREUNDER SHALL NOT EXCEED THE TOTAL OF (A) THE LISTING FEE FOR ONE YEAR AND (B) THE FEES PAID BY YOU UNDER THIS AGREEMENT. IN NO EVENT SHALL FP TRANSITIONS BE LIABLE FOR ANY INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE.