



SOLE AND EXCLUSIVE RIGHT TO SELL
BUSINESS ONLY*

Seller(s) hereby engages Alliant Capital Advisors LLC. (Broker) on a sole and exclusive basis to market and sell the business known as _____.

Address _____.

Included: all fixtures, inventory, trade name(s) and trade mark(s) associated therewith.

**The right to sell the real estate related to the business is covered (granted by the seller) under a separate listing agreement, developed by the Tennessee Real Estate Commission (TREC).*

It is agreed as follows:

1. Seller(s) agrees to pay broker commission pursuant to "SCHEDULE "A" (attached).
2. In the event of a default by Purchaser, any earnest money shall be equally divided between Broker and Seller(s).
3. Seller agrees to pay Broker's full commission at closing. The seller grants to the Broker a security interest in said proceeds of the closing. Seller agrees to pay the full commission set forth in the agreement to the Broker in the event the property described herein is, within 24 months after the termination of the agreement, sold, traded or otherwise conveyed to anyone referred to seller by Broker or with whom seller has negotiations during the term of this agreement.
4. Should any suit be commenced in order to enforce Broker rights herein, and in the event Broker is successful, Seller agrees to pay Broker expenses including reasonable attorneys fees.
5. Seller(s) acknowledges that he has supplied the listing information on this agreement and warrants such information to be true and correct.
6. This agreement shall commence on the date set forth below and continue until twelve months from the listing date below.
7. If Seller is a partnership, corporation, or other entity, the Person(s) signing on behalf of such entity hereby represent(s) and warrant(s) that her/she has, or have the authority to enter into this contract on behalf of such entity.
8. This agreement shall be binding upon and inure to the benefit of the Party hereto, their Heirs, Executor, and Successors. But this agreement shall be non-assignable by the parties hereto.
9. Seller(s) hereby acknowledges that he/she has read this agreement and received a copy of it.

Remarks _____

COMPANY NAME _____ DATE _____

SELLER _____ SELLER _____

LISTING BROKER [William Oates](#)



SCHEDULE "A" COMMISSION RATE AND CONDITIONS

annexed to agreement dated _____

Between **ALLIANT CAPITAL ADVISORS LLC** ("Broker")

and SELLER _____

FOR THE SALE OF _____ ("Business")

Computation of Commission Fee

Broker's Commission Fee shall be determined based on the Total Consideration received for the Sale of the Business. The Commission Fee will be the percentage of Total Consideration shown below, provided, that the Commission Fee shall be a minimum of \$10,000.⁰⁰

10% of the first \$1,000,000.⁰⁰ consideration value.

8% of the second \$1,000,000.⁰⁰ consideration value.

6% of the third \$1,000,000.⁰⁰ consideration value.

4% of any consideration over \$3,000,000.⁰⁰ in consideration value.

COMMISSION ON REAL ESTATE TO BE **6%**

Definition of Total Consideration

Total Consideration shall be defined as the full value received by Seller directly or indirectly from the Sale, including, but not limited to: cash, securities, credit or loan arrangements, assets, promissory notes, covenants not to compete, consulting agreements, lease payments, employment agreements, shareholder liabilities assumed by purchaser, assets to be retained by sellers (cash, accounts receivable, inventory, equipment), and any other arrangements intended to convey value in connection with the Sale. If the Sale is structured as a sale of stock, Total Consideration shall include all short-term and long-term liabilities on the Seller's balance sheet as of the closing date.

Initials: **WLO3** _____

Broker

Seller