



7. Buyer will not, for a period of three (3) years from the date hereof, enter into any agreement for the purchase of the Business, in whole or in part, or assist or promote any other party in so doing, unless such agreement to purchase provides for commission to be paid Broker, with the commission being defined as the amount agreed upon by Broker and Seller in the "Standard Listing Agreement" or similar agreement between those parties. The phrase "agreement for the purchase of the Business" as used herein, shall mean and include any agreement, specifically including, but not limited to, offers to purchase, letters of intent and similar agreements, that provides for the transfer, conveyance, possession of, or disposition of the Business, its capital stock, assets, or any portion thereof, and the commission amount to be paid Broker shall be the greater of either the minimum commission or the commission based upon sale price (or purchase price), as these amounts are defined in the aforesaid agreement between Broker and Seller. Further, "sale price (or purchase price)" as used herein shall mean and include the total amount of consideration paid or conveyed to Seller or for Seller's benefit, including, without limitation, cash, capital stock, notes, personal property of any kind, real property, leases, lines of credit, loans, contingent payments (e.g., license agreements, royalty agreements, payments based upon future sales or profits, etc.), employment or management contracts, consulting agreements, non-competition agreements, assumption or discharge of any or all liabilities, and any combination of the foregoing and/or other consideration. The commission amount agreed upon by Broker and Seller in the aforesaid agreement between those parties will be made known to Buyer by Broker, upon Buyer's request, when and if an agreement for the purchase of the Business is made by Buyer. If Buyer violates the foregoing provision, Buyer will be liable for and pay said commission to Broker upon demand without any obligation on Broker's part to first exhaust any legal remedies against Seller.

8. Buyer represents that Buyer has sufficient financial resources to complete the transaction for the asking price and terms set forth herein. Buyer agrees to provide, upon request by Broker or Seller, financial statements, references and other pertinent information evidencing such financial sufficiency. In addition, **Buyer represents that the inquiry about the Business is for a possible acquisition for the Buyer's own portfolio and Buyer is not in reality working as an intermediary for a third party.**

9. The performance and construction of this Agreement shall be governed by the laws of the **State of Indiana**. All sums due hereunder shall be payable at the office of the Broker in **Hendricks County, Indiana** and all parties hereto agree to forbear from filing a claim in any other jurisdiction.

10. This Agreement shall be binding upon the Buyer, Buyer's heirs, executors, successors, assigns, administrators or representatives. If any provision 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 had not been contained herein.

11. In the event any party hereto institutes legal proceedings to enforce any provision of this Agreement, the prevailing party in such proceedings shall be entitled to reasonable attorney's fees as determined by the Court in addition to all allowable court costs and expenses.

12. The terms and conditions of this Agreement shall also apply to any other business and/or property on which Broker has been retained to represent the owner(s) in the sale thereof and on which Broker or owner(s) has furnished information to Buyer. Further, it shall not be necessary for Buyer to execute any additional agreement(s) to that effect and any terms and conditions of this Agreement that refer to the date hereof shall automatically be adjusted to reflect the date on which Broker or owner(s) initially furnished information to Buyer on such other business and/or property.

13. The provisions hereof cannot be modified, amended, supplemented or rescinded without the written consent of Broker and this Agreement sets forth the entire agreement and understanding

EXECUTED ON THIS **DATE**: \_\_\_\_\_

\_\_\_\_\_  
**Typed/Printed Name of Company (if applicable)**

\_\_\_\_\_  
**Signature** (Individually and as  
Duly Authorized Representative)

\_\_\_\_\_  
**Typed/Printed Name** of Signatory

\_\_\_\_\_  
**Street Address**

\_\_\_\_\_  
**City, State, Zip Code**

**Telephone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

\_\_\_\_\_  
Typed/Printed Name of Company (if applicable)

\_\_\_\_\_  
Signature (Individually and as  
Duly Authorized Representative)

\_\_\_\_\_  
Typed/Printed Name of Signatory

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code