

KingMusk Business L.L.C.

Non-Exclusive Open Listing Agreement

In CONSIDERATION of KingMusk Business L.L.C. (Broker), providing professional services to attempt the sale of the below mentioned business, I _____ (Owner), represent that I am the true legal owner of that business known as _____ located at _____ or have the express authorization to enter all contracts on behalf of the true owner to effect the sale of said business.

I hereby employ BROKER TO SELL the above named Business, including all furniture, equipment, fixtures, inventory, goodwill, trademarks and trade names for a period of twelve (12) months from the date hereof. BROKER hereby accepts employment and promises to use its best efforts in BROKER'S ordinary course of business to offer for sale and to procure a ready and willing and able purchaser for the Business described above. OWNER does hereby hereby authorizes BROKER to present any and all offers BROKER may receive, until such time as OWNER accepts an offer to purchase, at which time BROKER need not advise owner of any subsequent offer received for the Business until forfeiture by the purchaser or other nullification of the purchase contract. OWNER grants BROKER the right to advertise and show the Business during normal business hours.

OWNER agrees to pay BROKER a fee in an amount equal to ten (10) percent of the Proposed Purchase Price (which includes all furniture, equipment, fixtures, inventory, goodwill, trademarks, trade names, etc.), or a minimum of \$10,000 WHICHEVER IS MORE, immediately, if any of the following occur:

A. BROKER procures a purchaser, ready, willing and able to purchase the Business at the Proposed Purchase; or

B. OWNER fails or refuses to complete a sale, lease, trade or the disposition of all or any part of the Business after entering into a written agreement to do so; or

C. OWNER sells, leases, trades or otherwise disposes of all or part of the Business within FOUR (4) YEARS from the termination date of this agreement to any person, firm or entity referred to the Business by BROKER, or who becomes aware of the Business through the effort of BROKER.

OWNER represents and warrants that OWNER (and the Business operation, as applicable) is now, and shall remain, in full compliance with all local, state, and federal laws, rules and regulations regarding the operation and sale of the Business described above. BROKER and OWNER hereby acknowledge that the transfer or other disposition of the above referenced lease on the Business premises is only incidental to the sale of the Business. No part of the Broker's fee payable hereunder is consideration for services rendered, if any, in connection therewith.

OWNER understands and hereby acknowledges that all facts, figures and other information and all additional supporting documentation pertaining to the Business, has been provided to BROKER by OWNER, and that BROKER will rely upon OWNER'S representations of such facts, figures, suitability of equipment and other information when describing and promoting the Business to potential purchasers, without making an investigation into the accuracy and completeness of such representations by OWNER. Therefore, OWNER hereby represents and warrants that all such figures, facts, suitability of equipment and other information provided are true and complete in all material respects and contain no material omissions. OWNER hereby agrees to indemnify and hold harmless BROKER against all claims, demands, causes of action, losses, damages, cost and expenses, including reasonable attorney's fees and fees on appeals arising out of a breach of this warranty, and further agrees that the county in which BROKER's office is located is proper venue for any such action or suit in connection with any misrepresentation or omissions made on behalf of OWNER relative to the Business.

IF deposit shall be forfeited by the prospective purchaser, BROKER will receive one-half of such deposit. OWNER understands that by this Agreement BROKER does not guarantee the sale of the above Business, but that BROKER will make an earnest and continuous effort to sell same until this agreement is terminated. This Agreement contains the entire understanding between parties. Any changes or modifications must be in writing and signed by the parties.

THIS IS A LEGALLY BINDING CONTRACT. PLEASE READ IT CAREFULLY BEFORE SIGNING.

I have read and understood, and hereby agree to the above terms and provisions of the Agreement and hereby acknowledge receipt of a copy of this Agreement. Also, I represent and warrant that the undersigned constitute all of the Owners/Partners/Shareholders of the Business listed herein and hereby personally guarantee performance of this Agreement.

PLEASE COMPLETELY FILL OUT & SIGN. FAX TO 1.212.208.4396

Print Name of Seller: _____
Address: _____
City: _____
State: _____
Zip: _____
Phone: _____
Fax: _____
Seller's Signature: _____
Date Executed: _____