

## FINDER'S COMMISSION

1. **OWNER'S AGREEMENT TO PAY COMMISSION TO FINDER:**  
Owner agrees to pay to Finder a Commission of (\_\_\_%) but in any event not less than \$ \_\_\_\_\_ of the Consideration upon the Sale of the Business Opportunity to a Prospect.

2. **DEFINITIONS:** Owner and Finder agree that the following terms shall have the following meanings:

(A) **"Agreement" "Contract" "Covenant" and "Restriction"** shall mean any agreements, whether written or oral, however designated and in whatever form, including, without limitation, non-competition, consulting, employment, or non-disclosure agreements and the like, executed by Owner, or to which Owner shall become an obligated party, in connection with a Sale or negotiation for the Sale of the Business Opportunity, during the Term hereof.

(B) **"Assets"** shall mean any  
1. tangible assets, either real or personal, or mixed, and any  
2. intangible assets of any form whatsoever owned by or utilized by Owner in connection with, either directly or indirectly, the operation of the Business Opportunity.

(C) **"Commission"** shall be due and payable to Finder upon the earliest to occur of  
1. transfer of title to or assignment or conveyance of any interest in the Business Opportunity to a purchaser of Owner's Business Opportunity resulting from a Sale thereof to a Prospect;  
2. close of an escrow in connection with a Sale of the Business Opportunity to a Prospect;  
3. assumption by a Prospect of the incidents of ownership and operation of the Business Opportunity in connection with a Sale, whether or not title passes at such time and irrespective of whether Owner then receives any part or all of the Consideration;

Commission shall further be defined to include, and any unpaid Commission shall bear, interest at the rate of ten (10%) percent per annum accruing from and after the earliest date of 1., 2., 3. or 4. hereinabove.

Owner agrees to execute an Assignment of Escrow Proceeds due to Owner at close of escrow as security for payment to Finder of the Commission. Said Assignment of Escrow Proceeds shall be executed by Owner immediately after escrow is opened,

(E) **"Consideration"** shall mean the value of any present or future benefit whatsoever promised to or received by Owner, or burden assumed, undertaken or suffered by a Prospect, resulting from or connection with a Sale of the Business Opportunity to such Prospect, including without limitation the value of consideration

paid or to be paid to Owner by such Prospect with respect to Agreements, Contracts, Covenants or Restrictions.

(F) **"Owner"** shall mean and include any person or entity, including, without limitation, the owners of any partnership, corporation, or other entity, which is

1. the present owner or owners of title to the Business Opportunity or the Assets;
2. the recipient of Consideration for the Sale of the Business Opportunity or the Assets; or
3. the recipient of Consideration with respect to an Agreement, Contract, Covenant, or Restriction.

(G) **"Prospect"** shall mean any person or entity, including, without limitation, the owners of any partnership, corporation, or other entity, who or which Finder procures and initially introduces to Owner or Owner's agent or broker or to whom or which Finder initially introduces the Business Opportunity.

(H) **"Sale"** shall mean:

1. any transfer, assignment or conveyance to a Prospect by an Owner, in any form whatsoever, of any of Owner's right, title or interest in or to the Business Opportunity or the Assets, or of any interest whatsoever in any entity which presently owns title to the Business Opportunity or Assets, or
2. agreement by Owner with Prospect to any Agreement, Contract, Covenant or Restriction during the Term hereof.