



## BUYER AGENCY AUTHORIZATION AGREEMENT

I/we \_\_\_\_\_ (hereinafter Buyer/s), hereby appoint(s) **Nikola Zigic and Prominence Capital Advisors LLC** (hereinafter Broker), as Buyer's exclusive agent to assist Buyer to effect the purchase, rent or lease of the business or personal assets of a Seller (which may include corporate capital stock or any part thereof, hereinafter collectively referred to as the Business) for the calendar period commencing on \_\_\_\_\_, and \_\_\_\_\_, for such price and upon such terms as may ultimately be agreed upon between Buyer and a ready, willing and able Seller procured for Buyer through the direct or indirect efforts of Broker, acting upon written instructions provided by Buyer in the Buyer Profile Form.

Buyer agrees to fully cooperate with Broker and/or Broker's agents or sub-agents in all pertinent areas (including but not limited to the timely execution of any required documents and the timely provision of information concerning Buyer, deemed pertinent and necessary by Broker) so as to effect the successful consummation of the transaction/s contemplated hereby and herein. Buyer agrees that if, during the calendar period set-forth above (including any extensions thereto) and for a period of twenty-four (24) months thereafter, any Business becomes subject to an agreement of sale, exchange, transfer, rent or lease to Buyer (or Buyer's nominee corporation) or if any Business is, in-fact, sold, exchanged, transferred, rented, or leased to Buyer (or Buyer's nominee corporation), which has in any manner been shown, introduced, revealed to or otherwise been made known to Buyer by Broker or any other party associated with or affiliated with Broker, then Broker shall become entitled to immediately receive from Buyer a commission/finder's fee equal to **the greater of \$4,000 or five percent (5.0%)** of the total dollar value of the transaction. The term "total dollar value," as used herein, shall be deemed to refer to the total amount of any cash plus the value of any additional consideration received by a Seller from the Buyer and shall include without limitation, the purchase price of the Business as defined herein plus the amount of a Seller's liabilities being or in-fact assumed by the Buyer.

In the event that Broker finds it necessary to resort to litigation in order to collect any monies rightfully due it pursuant to the terms of this Agreement and is successful in a court of competent jurisdiction in its quest therefore, then Buyer shall also be liable to Broker, in addition to the court-awarded compensation, for Broker's reasonable attorney's fees and other out-of-pocket expenses incurred by Broker in connection therewith. This Agreement is construed to be governed by the laws of the State of California, and constitutes the entire agreement between the parties hereto. It may not be amended or modified except in writing and duly executed by the parties hereto or their legally authorized representatives.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Broker

Buyer hereby represents to Broker that he/she/it has the authority to enter into this Agreement, has read it, understands it and has received a copy of it. All fees and/or commissions due Broker from Buyer pursuant to the terms hereof, shall be paid to Broker by Buyer directly from escrow, no later than at the close of escrow on any applicable transaction/s hereunder. Should an escrow, which had been opened as a result of a purchase offer and acceptance being duly executed by both Buyer and Seller, fail to close for any reason, then and in that event, any earnest money forfeited by Seller as a result thereof shall be split evenly between Buyer and Broker to a maximum of \$4,000 to Broker.

Prominence Capital Advisors LLC

BUYER: \_\_\_\_\_ (Print Name)

By: \_\_\_\_\_  
Duly Authorized Agent

By: \_\_\_\_\_ (Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Broker's Initials \_\_\_\_\_ (c/o Nick Zigic , EVP RE & BizOps)