

Exclusivity Agreement

1. Seller agrees to work exclusively with Purchaser from the date of this Agreement to the Closing Date or the date on which Seller and Purchaser mutually agree to terminate the transaction.

2. Seller agrees to not solicit or entertain offers for the Assets from any other party prior to the Closing Date or the date on which Sellers and Purchaser mutually agree to terminate the transaction.

3. If Seller removes any Asset from the transaction as a result of a sale or other transfer of the Asset to a third party, Seller agrees to pay Purchaser \$500 per each such Asset removed. Such amount being a reasonable estimate of the costs incurred by Purchaser in evaluating such Asset for acquisition.

4. Assets covered by this agreement are listed in Exhibit A.

“Purchaser”

Entity Name: _____

Address: _____

City, State, Zip: _____

Signature: _____

Date: _____

“Seller”

Entity Name: _____

Address: _____

City, State, Zip: _____

Signature: _____

Date: _____

Exhibit A

Asset(s):