

BUSINESS SEARCH AND REPRESENTATION AGREEMENT

Date: _____, 2007

Name: _____

Address: _____

City, State, Zip Code: _____

Dear _____,

This will confirm that you, _____ (the client), agree to retain NetWorth Business Brokers & Cady Investment Company (NWBB / Cady) for twelve months from the date of this agreement for the purpose of assisting and representing you in the purchase of a business that fits your acquisition criteria. Such criteria will be established and agreed upon prior to commencing the assignment, and will be considered as incorporated into and included in this Agreement.

NWBB / Cady will conduct a business search on behalf of the client. Said search will include a combination of direct mail with telephone follow up and, when appropriate, personal interviews of businesses that fit your criteria. The agreed upon retainer fee for this service will be \$_____ plus out of pocket expenses as may be authorized by you.

At the closing of the purchase of the selected business, client further agrees to pay NWBB / Cady a Transaction Fee, in cash or certified check, based upon the following schedule:

- 10 % of the first \$1 million of the total consideration, plus
- 8% of the second \$500,000, plus
- 5% of the second \$1 million, plus
- 3% of the third \$1 million, plus
- 2% of the balance of the purchase price.

Total consideration, for the purpose of this Agreement, shall be defined as, but not limited to, any cash; inventory; securities; credit arrangements; assumption of company liabilities; assets; promissory notes; face value obligations; covenants not to compete; and lease contracts; and any other arrangements intended to convey value in connection with this transaction.

In the event that you purchase a business through NWBB / Cady, and that business has agreed to pay a selling broker fee: then, and in that case; NWBB / Cady will look only to that Seller for the selling broker fee and this agreement is null and void. Should you subsequently acquire a company which NWBB / Cady has introduced to you within a Twenty Four month period of such introduction, NWBB / Cady will be entitled to a transaction fee as outlined in this Agreement.

It is further understood and agreed, that upon consummation of a transaction, NWBB / Cady may, at its own expense, announce its' role in said transaction to the business community through the Wall Street Journal and/or any other appropriate media.

If you are in agreement with the foregoing, please indicate your consent by your signature and date.

Very truly yours,
NetWorth Business Brokers / Cady Investments Company

CONFIRMED

by/ _____
Authorized _____ Date _____

Clients Name _____ Date _____

Its _____

This is a legally binding agreement between the parties herein - please consult with an appropriate professional.