ASTRA BUSINESS CORPORATION
Mergers & Acquisitions • Joint Ventures • Financing

Head Office: 530 Sandbar Place, Delta, B.C. V4L 2L2, T- 604-240-6164; E – bhughes@abc-astra.com

ONE PARTY TRANSACTION ENGAGEMENT AGREEMENT

This is a Finder's Fee agreement between Astra Business Corporation

Client Name, Company, Address ______________________________

the owner(s), hereinafter called the Seller(s) in an Asset Sale, Share Sale or property of the business

It is hereby agreed by and between Astra Business Corporation and the Seller(s) that:

(1) Should Astra Business Corporation procure a buyer who enters into an asset or share purchase agreement with the Seller(s) to buy the assets, shares or property, of the company, the Seller shall pay the Astra Business Corporation, the transaction consultant, immediately upon closing of the sale a fee of 10% on the first million 8% on the second million, 6% on the third million, 4% on the balance of total purchase price.

The term "Purchase Price" used herein means all compensation by the Buyer to the Seller including, without limitation, monies for assets, shares, shareholder loans, deposits forfeited or debt assumed by the Buyer, all of which are a benefit to the Seller and on which a commission will be owing. This calculation of Purchase Price will not be reduced by any Seller financing which may be part of the transaction.

TERMS OF SALE:

$____________________	____________________	________	__________
Listing Price	**Vendor Financing**	**years**	**% interest**

(2) This agreement is in effect for two years exclusive and one additional year non-exclusive from ____________________, 201___

(3) Should the Seller enter into a purchase agreement during the twenty four (24) month period, subsequent to the end of the Agreement, with a Buyer who was introduced to the business opportunity by Astra Business Corporation during the term of this agreement, then the aforementioned transaction fee shall be payable upon closing.

(4) Any early cancellation must be approved by Astra Business Corporation and must be in writing to the Seller. Early Cancellation BY SELLER, or effort to usurp Broker/Agent's efforts prior to the expiry of this Sole and Exclusive Agreement, will result in the Seller reimbursing Astra Business Corporation all advertising expenses and all related administrative, sales and marketing costs up to $15,000 minimum or ten percent of the full Engagement Agreement Fee, whichever is the greater, as mitigated damages.

5) ENQUIRIES: I/we agree that during the currency of this agreement, all enquiries from any source whatsoever, including partner and family members, shall immediately be transferred to you, and all offers to purchase or to exchange or rent or to option submitted to me/us are to be immediately brought to your attention before I/we accept or reject the same.

(6) Dual Agency: It is agreed, Astra Business Corporation may act as a dual agent for the sale of the business assets, shares, stock and property by conducting negotiations between both prospective Buyer and the Client without another Broker, without creating a position of Conflict of Interest, provided that such Dual Agency relationship is disclosed to both the Seller and the Buyer. In such circumstances, Astra Business Corporation will have a duty to disclose to both parties all facts which may affect the marketability or value of the business. However, matters dealing with the acceptance of a purchase price will not be disclosed to either party by Astra Business Corporation.

This agreement does not preclude the Astra Business Corporation, or a co-operating Broker, from also receiving a Finder's Fee.
This is a binding agreement between Astra Business Corporation and the Seller.

____________________ 201__	____________________ 201__
Company Owner	Robert Hughes
Company .	Astra Business Corporation
Address	530 Sandbar Place
City, Province / State	Delta, B.C. V4L 2L2 .
______________________________	Robert L. Hughes

______________________, Authorized Agent

Authorized Agent