



323 Buttonwood Lane
Tallahassee, Fl. 32317
Telephone: (850) 219-0800
Fax: (850) 219-9200

Sample Buy Smart Agreement

This letter shall act as the agreement under which Pierce CFO will provide services to you to assist you in the acquisition of _____ Funeral Home or other funeral homes that you may designate. We mutually agree that changes to our agreement must be in writing.

Under the terms of our agreement, we will provide the following services:

- (1) We will prepare an analysis of the target business and work through a post- purchase business plan with you.
- (2) We will work with you and your tax advisor to build a tax and compensation structure of purchase that will maximize your return on investment.
- (3) We will calculate and update debt coverage ratios and return on investment calculations so you will be informed as the negotiations progress.
- (4) We will act as an intermediary to negotiate the terms of the offer.
- (5) We will work with you and your attorney to negotiate the terms of the letter of intent.
- (6) We will assist you with due diligence and the closing process.
- (7) We will handle the financing of the transaction for you.

The fee for our services shall be \$3,000 payable up front for our set-up and analysis and four percent (4%) of the purchase price of the business which shall be payable at closing but only if a closing shall occur. Sale price for this purpose shall include amounts for the purchase of stock, assets, real estate, goodwill and amounts designated as covenants not to compete.

In addition, you agree to reimburse us upon presentation for our out of pocket costs including but not limited to our travel, lodging and meals that are directly associated with services that we perform on your behalf.

We agree that any dispute that may arise between us will be settled by the binding written opinion of a private arbitrator selected by our mutual agreement, the cost of which shall be paid by the party not prevailing. We further agree that there shall be no punitive damages permitted as a result of this agreement or services rendered hereunder.

By affixing our signatures below, we mutually acknowledge the terms of our engagement.

PIERCE CFO

By _____
Title

The foregoing is acknowledged and agreed to this ____ day of _____.
2007.

By _____
Title

Address: _____

Phone: _____

Fax: _____