

(versus a \$5,000.00 minimum fee). The agreement also excludes Arthur Berry & Company from receiving a commission on sales to certain buyers who had contacted the debtor prior to the listing.

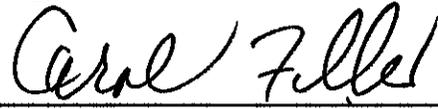
4. Other than as disclosed herein I represent no interest adverse to the above named Debtor as debtor-in-possession herein, or its estate in the matters upon which I am to be engaged.

DATED this 19th day of December, 1996.

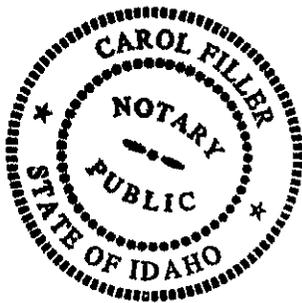


Arthur Berry

SUBSCRIBED AND SWORN to before me this 19th day of December, 1996.



Notary Public
Residing at Bow, Idaho
My Commission Expires 7/30/2000



BUSINESS LISTING: Buckling Bagel

PROPERTY ADDRESS: 8700 Fairview, 90% Man St. Boise, 3559 Wright St. Boise

200 1st Ave. Vetchem

(Owner) provides COMMERCIAL VENTURES, INC., (d/b/a Arthur Berry & Company) hereinafter referred to as (Broker) the sole and exclusive right to sell, lease, option, exchange, procure management or other transaction which causes an effective change in ownership (hereinafter referred to as Disposition) of the above property/business, assets or part thereof, (hereinafter referred to as Business), for a period of ~~30~~ 30 days from this date, Nov 25/96 to Dec 24 96

The minimum acceptable purchase price shall be \$ Acceptable To Owner, payable with a down payment of \$ OPEN, balance payable at OPEN % interest payable over _____ months, or whatever lower price owner may accept. This listing price is based upon current inventory of \$ All on hand at closing at cost, collectable receivables of \$ 0, a physical counting of these inventory and receivable levels shall occur at closing. Any variance in these stated levels shall automatically adjust this purchase price up or down on a dollar for dollar basis at closing. In the event of a stock sale, the purchase price shall be deemed to be the fair market value of assets sold, defined as purchase price plus corporate liabilities. Owner agrees to pay broker a commission the higher of ten percent (10%) of the gross asset sale price or a minimum commission of \$ 2000, cash at closing, regardless of the amount, terms and conditions accepted by the Owner upon any disposition of the business during the period of this agreement or through the efforts of broker as noted below. If the real estate is leased or subleased a commission of seven percent (7%) of the total rents shall be paid. All commissions are payable in full at closing or upon tender of closing by a purchaser who satisfies the above terms.

OWNER UNDERSTANDS THAT AS A SOLE AND EXCLUSIVE LISTING THE ABOVE COMMISSION SHALL BE PAID TO BROKER UPON ANY DISPOSITION OF THE BUSINESS OR PROPERTY DURING THE LISTING PERIOD, OR AS NOTED BELOW, WHETHER MADE BY BROKER OR ANYONE ELSE. Owner agrees to indemnify Broker for any loss he may suffer for false information provided by owner. Attorney fees shall be payable if Broker successfully prevails in an action to collect any commission. Owner agrees that after the listing period ends, the commission shall be paid to Broker if a disposition of the business occurs to any person with whom negotiations occurred during the listing period or who was referred to the business through the efforts of the broker.

COMMERCIAL VENTURES, INC.
d/b/a Arthur Berry & Company

Rick Harner Treas. by Board
BY: OWNER (an individual and Corp. Officer if Corporation) And
ACTING w/ Post Bankruptcy Authority

Total Asset Value

Net Profit

Owner Salary, Perks & Interest



Owner's Name (printed): Rick Harner Treasurer

Owner's Mailing Address (printed): 3559 Wright St. Boise ID 83705

* Commission Discounted to 0% if sold to prior prospects of seller. This and ON Back

Mike Harrington.

Shawn Leonard.

Scott Reed

Joanne Levy

Gary Farnsworth

Tim Wells.

Roger Henderson

Allen Pesky

Mike McGraff

Joe Stegner

Jamie Colburn