



BUYER'S ACKNOWLEDGEMENT OF INTRODUCTION AND CONFIDENTIALITY AGREEMENT

The undersigned Buyer, individually and on behalf of any affiliated prospective buyer, acknowledges being first introduced to and requests

Confidential Information about the following business: _____ (Business) identified herein by Broker or its agent Troop Business Services (Broker). Such Confidential Information shall be provided to Buyer for the sole purpose of evaluating the possible purchase by Buyer of all or part of the stock or assets of the Business. As used in this agreement (Agreement), the term Buyer (Buyer) applies to the undersigned and any partnership, corporation, individual, or other entity with which the undersigned is affiliated. Buyer agrees as follows:

1. NON-DISCLOSURE OF INFORMATION: Buyer acknowledges that the owner of the Business (Seller) desires to maintain the confidentiality of the information disclosed. Buyer agrees not to disclose or permit access to any Confidential Information without the prior written consent of Seller, to anyone other than Buyer's legal counsel, accountants, lenders, or other agents or advisors to whom disclosure or access is necessary for Buyer to evaluate the Business. Disclosure of Confidential Information shall be made to these parties only in connection with the potential acquisition of the Business, and then only if these parties understand and agree to maintain the confidentiality of such Confidential Information. Buyer shall be responsible for any breach of this Agreement by these parties, and neither Buyer nor these parties shall use or permit the use of Confidential Information in any manner whatsoever, except as may be required for Buyer to evaluate the Business or as may be required by legal process. If the Buyer does not purchase the Business, Buyer, at the close of negotiations, will destroy or return to Broker (at Seller's direction) all information provided to Buyer and will not retain any copy, reproduction, or record thereof.

2. DEFINITION OF "CONFIDENTIAL INFORMATION": The term "Confidential Information" shall mean all information including the fact that the Business is for sale, all financial, production, marketing and pricing information, business methods, business manuals, manufacturing procedures, correspondence, processes, data, contracts, customer lists, employee lists, and any other information whether written, oral, or otherwise made known to Buyer: (a) from any inspection, examination, or other review of the books, records, assets, liabilities, processes, or production methods of Seller; (b) from communication with Seller or Seller's broker, directors, officers, employees, agents, suppliers, customers or representatives; (c) during visits to Seller's premises; or (d) through disclosure or discovery in any other manner. However, Confidential Information does not include any information which is readily available and known to the public.

3. BUYER'S RESPONSIBILITY AND DISCLAIMER OF BROKER'S LIABILITY: The Brokers have received information about the Business from the Seller which may include, but is not limited to, tax returns, financial statements, equipment lists, and facility leases. Based on information provided by sellers, brokers often prepare a summary description of the business which may include a cash flow projection, an adjusted income statement, or a seller discretionary cash flow statement. Buyer understands that the Broker does not audit or verify any information given to Broker or make any warranty or representation as to its accuracy or completeness, nor in any way guarantee future business performance. Buyer is solely responsible to examine and investigate the Business, its assets, liabilities, financial statements, tax returns, and any other facts which might influence Buyer's purchase decision or the price Buyer is willing to pay. Any decision by Buyer to purchase the Business shall be based solely on Buyer's own investigation and that of Buyer's legal, tax, and other advisors and not that of Broker.

4. NON-CIRCUMVENTION AGREEMENT: The Seller has entered into an agreement providing that Seller shall pay a fee to the listing broker if, during the term of that agreement or up to twenty-four months thereafter, the Business is transferred to a buyer introduced by the listing broker or a cooperating broker. Buyer shall conduct all inquiries into and discussions about the Business solely through Broker and shall not directly contact the Seller or the Seller's representatives. Should Buyer purchase all or part of the stock or assets of Business, acquire any interest in, or become affiliated in any capacity with Business without Broker's participation, or in any way interfere with Brokers' right to a fee, Buyer shall be liable to the listing broker and the cooperating broker for such fee and any other damages including reasonable attorney's fees and costs.

5. FURTHER TERMS: Neither Buyer nor Buyer's agents will contact Seller's employees, customers, landlords, or suppliers, nor linger, or otherwise observe the Business, without Seller's consent. For three years, Buyer shall not directly or indirectly solicit for employment any employees of Seller. Broker may act as a dual agent representing both Buyer and Seller. Seller and Seller's successors are specifically intended to be beneficiaries of the duties and obligations of this Agreement and may prosecute any action at law or in equity necessary to enforce its terms and conditions as though a party hereto. This Agreement can only be modified in writing, signed by both Broker and Buyer. Waiver of any breach of this Agreement shall not be a waiver of any subsequent breach. This Agreement supersedes all prior understandings or agreements between the parties with respect to its subject matter. This Agreement shall be construed under and governed by the laws of the State of California. The venue for any action instituted to enforce any terms of the Agreement shall be in the county in which the Business is located. This Agreement may be signed in counterparts and faxed and electronic signatures may be considered as originals. If Buyer is a corporation, partnership, or other such entity, the undersigned executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so. Buyer acknowledges receipt of a fully completed copy of this Agreement.

Signature	Date
Name (Please Print)	Name (Please Print)
Address	Address
City	State
	Zip
Phone # with area code	Phone # with area code

Signature	Date
Name (Please Print)	Name (Please Print)
Address	Address
City	State
	Zip
Phone # with area code	Phone # with area code

BUYER QUESTIONNAIRE (Provide all info!)

- Describe the listing that you are calling about _____.
- Do you current: work at job own a business. Have you ever owned a business: No Yes.
- Would this business: replace a regular paycheck and/or: be an investment.

- Based on your **present** financial situation, how much income do you require: \$ _____/month.
- How long have you been **actively** looking for a business: 1-3mos 4-12mos 1-3years.
- How many business have you **visited** so far: 1-5 6-15 16 – 20.
- How many **offers** have you made: 1-2 3-5 6-9.
- What was the **main reason** you did not buy one of the businesses that you looked and/or made an offer on:
_____.

- What **three** items are **most important** to you in selecting a business:
 gross sales; Net/SDE (in your pocket); growth potential; industry/service/product; return on investment; good terms; fixer-upper; a steal deal; lifestyle; location _____.
- Do you have 10%-20% in cash (not borrowed) ready today, as a down payment? Yes No (check one).
- **How are you planning on financing the purchase:** _____% down; _____% HELOC; _____% SBA; _____% Commercial Loan; _____% from friend/family; _____% seller; _____% (other)_____.
- What is your credit score range: below 620 620-685 685-720 720-785 785 or above.
- Types of businesses preferred 1. _____ 2. _____ 3. _____.
- Preferred locations 1. _____ 2. _____ 3. _____.
- Will you personally work in the business: Yes No
- Will family or friends work in the business as well: Yes No How many: _____
- Have you filed for bankruptcy within the last 7 years? YES, When _____ NO (check one).
- How much **equity** do you have, **right now**, that can be borrowed towards the purchase:
CDs \$ _____; Stocks \$ _____; Real Estate (**equity only**, not appraised value) \$ _____;
Bonds \$ _____; Trust Estate \$ _____; Life Insurance \$ _____; Other: _____ \$ _____.
(we work with many different types of lenders and this info will let us know which borrowing options are available to you)
- Will you be ready to take ownership of this business **within 4-8 weeks** of today: Yes No
- Should we notified you of future businesses No Yes, print email _____.
- Anything else that we should know, that would make it easier for us to help you find the right business:
_____.

Authorization to Verify Information

I authorize Broker, and the Sellers of any business on which I make an offer, to verify any above information.

Buyers Signature _____ Date _____
Buyers Signature _____ Date _____
Brokers Agent: _____ Date _____

FINANCIAL STATEMENT STRICTLY CONFIDENTIAL

Name: _____

Street: _____

City: _____ State: _____ Zip Code: _____

Assets

Cash on Hand and in Banks	\$
U.S. Government Securities	
Accounts, Loans and Notes Receivable	
Cash Surrender Value Life Insurance	
Value of Businesses Owned	
Other Stocks and Bonds	
Real Estate	
Automobiles- Number ()	
Household Furnishing and Personal Effects	
Other Assets (itemized)	

Total Assets \$

Liabilities and Net Worth

Notes Payable	\$
Liens on Real Estate	
Other Liabilities (Itemized)	

Total Liabilities \$

Total Assets minus Total Liabilities = Net Worth \$ _____

Sources of Income

Salary	\$
Dividends and Interest	
Bonus and Commissions	
Real Estate Income	
Other Income	
Total Income	\$

The undersigned certifies that this information was provided by him and is true and correct.

Date: _____ Signature: _____ Home Phone: _____