

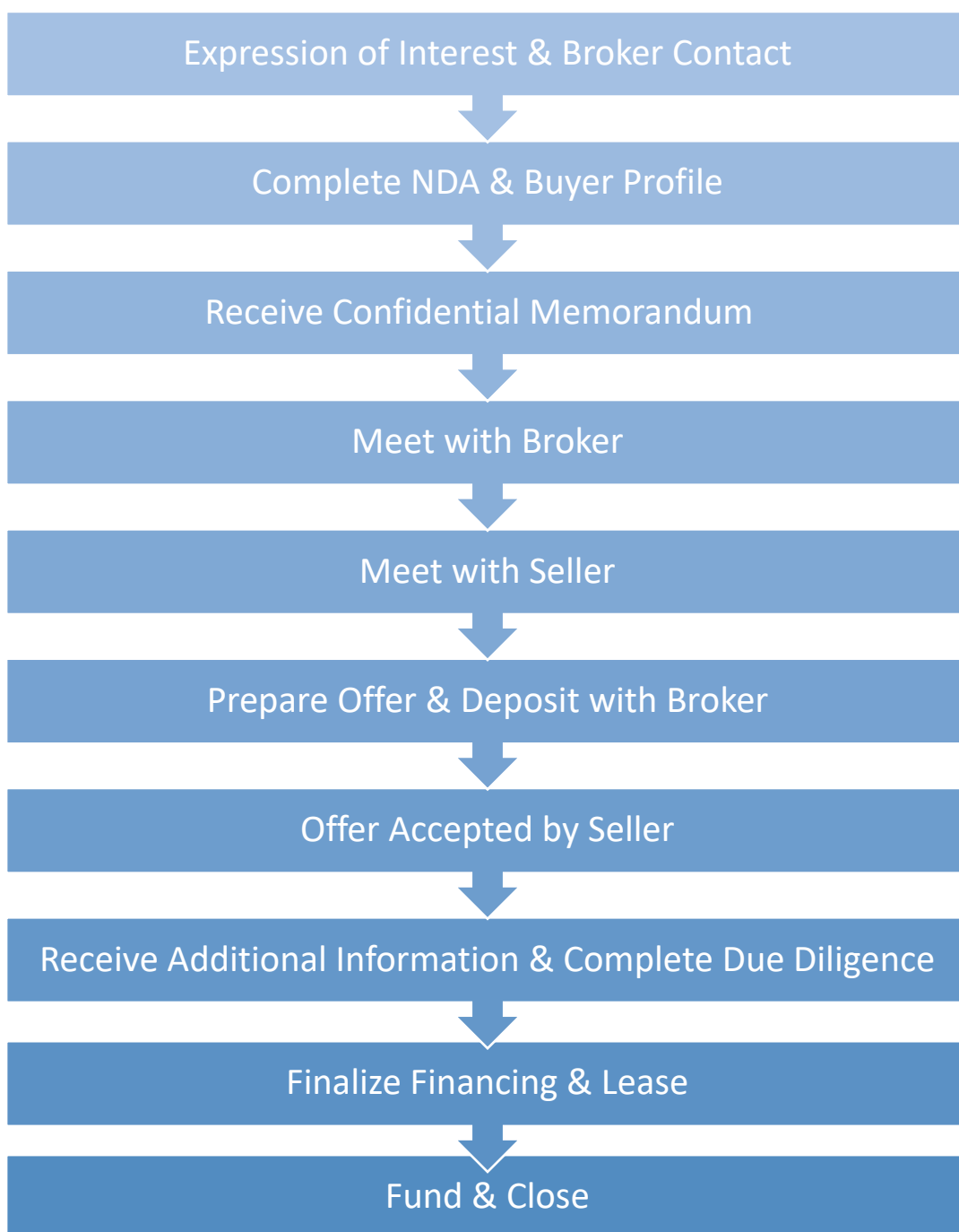


Starwood Business Group

Business Sales • Valuations • Exit Planning

Thank you for your interest in one of our featured business opportunities. Following are the steps involved in our buying process. Your designated Starwood Business Group broker will work with you to provide you with sufficient information to make a knowledgeable decision on the purchase of this business. The steps are sequenced intentionally to respect the Seller's need for confidentiality and discretion, while also providing prospective buyers with an increasing amount of information through the process. We appreciate your cooperation and look forward to working with you.

Please note we do not accept LOIs, but rather Offers to Purchase with contingencies and earnest money in escrow.





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BUYER CONFIDENTIALITY AGREEMENT

This Agreement is entered into between Starwood Business Group (Hereafter "SBG") and the undersigned prospective buyer (hereafter "Buyer") of a business offered for sale through SBG. "Seller" shall refer to any business entity being offered for sale, as well as the principals of such entity. SBG and Buyer agree as follows:

1. In consideration of SBG introducing to Buyer business opportunities for sale, Buyer agrees not to contact Seller, or any entity or person having a business relationship with Seller—including, but not limited to, owners, partners, members, stockholders, officers, directors, landlords, lessors, lessees, employees, suppliers, clients, customers, etc.—except through SBG with SBG's approval. All inquiries, offers to purchase and negotiations relating to the purchase or lease of any business offered through SBG will be conducted exclusively through SBG.

2. Buyer further agrees not to circumvent or interfere with SBG'S contract with Seller in any way. Buyer understands and agrees that Buyer shall be liable to SBG for payment of success fees due from Seller in the event of such interference. Buyer further understands and agrees that should Buyer become a manager or otherwise connected with any of the businesses shown or offered to Buyer for sale, or should Buyer buy, trade, lease, or exchange any of the businesses disclosed to Buyer, then the full success fee will be due to SBG.

3. Buyer understands that the Seller provides all information regarding any business offered for sale, or other sources identified by Seller, and is not verified in any way by SBG. SBG has no knowledge of the accuracy of ANY information provided to Buyer and makes no representation, promise, or warranty, express or implied, as to the accuracy or completeness of any such information. Buyer shall be responsible to make an independent verification of said information prior to entering into an agreement to purchase any business. Buyer further understands and agrees that SBG shall NOT be responsible for failure to disclose material information related to the purchase of any business which information is unknown to SBG. Buyer agrees to indemnify and hold SBG and its agents harmless for any claims or damages which may occur by reason of the inaccuracy or incompleteness of any information provided to them, with respect to any business they might purchase. In the event of any judgment, award, or arbitration decision, the maximum liability of SBG and its agents shall be limited to the amount of success fee actually received. Buyer understands that financial institutions may pay a referral fee to SBG for referring potential clients.

4. That Broker is not an agent for Buyer, but is an agent for the Seller and has a contract providing for a success fee to be paid to Broker by Seller upon sale, trade, lease or transfer of Seller's business or property.

5. It is understood and agreed that any and all information provided to Buyer regarding any business is to be **considered confidential and proprietary**, and that disclosure of any such information could result in damage to the business and/or its principals. It is further understood and agreed that any information obtained at any time pursuant to investigation and consideration of the purchase of the business shall be kept in strict confidence, and not be disclosed to any other person—except to professional business advisors (e.g. accountants, attorneys) engaged to evaluate the business for the limited purpose of advising Buyer. In the event of such disclosure, it is agreed that Buyer will advise such persons of this non-disclosure provision, and shall be legally responsible for the failure of such professionals to maintain the confidentiality of the information provided. Information to be kept confidential shall include the fact that the business is for sale. It is understood and agreed that that this non-disclosure provision is intended for the benefit of Seller, who is a third-party beneficiary to this Agreement. As such, Seller may bring an action at law to enforce its terms or to recover damages for breach of this provision.

6. Buyer acknowledges and agrees that Broker may, from time to time, receive a referral fee, commission, or other compensation from third parties in connection with referrals, introductions, or services provided. Broker affirms that any such compensation will not increase any costs to Buyer, nor create a conflict of interest, and that Broker will continue to act in the best interests of their client.

7. In the event Buyer for whatever reason does not purchase the business, Buyer agrees to immediately return to SBG any and all materials related to Seller without retaining any copies. In addition, in the event Buyer for whatever reason does not make an offer or purchase the business, agrees not to contact Seller, or any entity or person having a business relationship with Seller—including, but not limited to, owners, partners, members, stockholders, officers, directors, landlords, lessors, lessees, employees, suppliers, clients, customers, etc. for any reason without SBG's or Seller's prior knowledge and approval.

BUYER ACKNOWLEDGES THAT BUYING A BUSINESS INVOLVES RISK. BUYER ACCEPTS SOLE RESPONSIBILITY FOR THE DECISION TO BUY A BUSINESS AND AGREES TO RELY SOLELY ON BUYER'S OWN INDEPENDENT INVESTIGATION OF THE BUSINESS BEING PURCHASED. SBG HAS ADVISED BUYER TO SEEK INDEPENDENT LEGAL, TAX, ACCOUNTING, AND OTHER PROFESSIONAL ADVICE PRIOR TO MAKING A PURCHASE DECISION.

PERSONAL GUARANTY

If Buyer is a business entity (e.g. Corporation, LLC, LLP, LP, etc.), the undersigned officer or agent acknowledges that they have full authority to enter into this Agreement, and further agrees to be personally bound by the terms and conditions stated herein, including but not limited to personal liability for commissions that may be due and payable pursuant to paragraph two (2) above, or damages resulting from disclosure of confidential information as provided in paragraph six (6).

Please note: EACH Buyer/Partner must complete this Confidentiality Agreement

Name: _____ Title: _____

Listing ID or Description of Business in which you are interested: _____

Telephone: _____ E-mail: _____

Mailing Address: _____

City, State & Zip: _____

Signature: _____ Date: _____



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BUYER FINANCIAL STATEMENT
STRICTLY PRIVATE & CONFIDENTIAL

The undersigned certifies that this information was provided by them and is true and accurate. This information will be used solely to determine the buyer's financial qualifications for acquiring a business and will not be shared with any third party without buyer's prior consent.
Each buyer/partner must complete this financial statement.

Name: _____ Telephone: _____ E-mail: _____

Mailing Address: _____

City, State & Zip: _____

Signature: _____ Date: _____

| 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 – Total Liabilities = Net Worth: | |

| Source of Income | |
|------------------------|--|
| Salary | |
| Dividends and Interest | |
| Bonus and Commissions | |
| Real Estate Income | |
| Other Income | |
| Total Income: | |



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CONFIDENTIAL BUYER PROFILE

When selling a business, business owners are asked to reveal information that is confidential and sensitive. Therefore, they have asked us to screen potential Buyers to determine if they have the financial and managerial capabilities to complete the purchase of their business. Sellers are never shown this profile. We will only use this document to determine which businesses fit your criteria. Only one Profile is required per group/partners. **Until we receive the Buyer Profile, Confidentiality Agreement, and Financial Statement completed in their entirety, we are unable to give out specific information regarding our business listings.**

1- Name: _____

2- Address: _____

3- City, State, Zip: _____

4- Phone: _____ Best time to call: _____

5- E-mail: _____

6- How did you **first** become aware of SBG Business Brokers? _____

7- Have you worked with a Broker before? _____

8- Do you currently own a business? _____ If no, have you ever owned a business? _____

9- If yes, explain type of business: _____

10- If you own a business, do you need to sell it before purchasing another business? _____

11- If you don't currently own a business, what type of work do you do? _____

12- Do you have any experience in:

| | |
|--|---|
| <input type="checkbox"/> Advertising/Marketing | <input type="checkbox"/> Public Relations |
| <input type="checkbox"/> Sales | <input type="checkbox"/> Finance |
| <input type="checkbox"/> Management | <input type="checkbox"/> Customer Service |

Other _____



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13- Name any special skills, hobbies, etc you possess that may be helpful in a business:

14- How long have you been looking for a business to buy? _____How soon will you buy? _____

15- What types of businesses have you looked at? _____

16- Would you relocate for the right business? _____If not, how far will you commute? _____

17- What types of businesses would you consider owning / what industries interest you?

18- What types of businesses would you not consider owning?

19- Who, other than yourself, will be involved in the purchase decision? _____

20- Who, other than yourself, will be involved in the operation of the business? _____

21- How much time are you willing to spend in operating the business? _____

22- If it had good potential, would you consider a turn-around business? _____

23- What is the amount of non-borrowed cash that you have available to invest? _____

24- What is the maximum total purchase price with which you are comfortable? _____

25- Will you have investment/business partners? _____Yes _____No

(Each partner owning 10 % or more needs to complete a separate Confidentiality Agreement)

Business Partner _____ % of ownership _____ % Investor Time _____

Business Partner _____ % of ownership _____ % Investor Time _____

Business Partner _____ % of ownership _____ % Investor Time _____



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26- Are you open to purchasing a franchise: _____

27- What is your minimum annual income requirement the first year? _____

28- The second year? _____

29- Would you be able to obtain additional funds if necessary? _____

30- What are the sources of additional funds? (CD, IRA, Stock, etc,) _____

31- What is the amount of additional funds you can obtain? _____

32- Geographical Interest:

1st Choice _____

2nd Choice _____

3rd Choice _____

Additional Comments: _____
