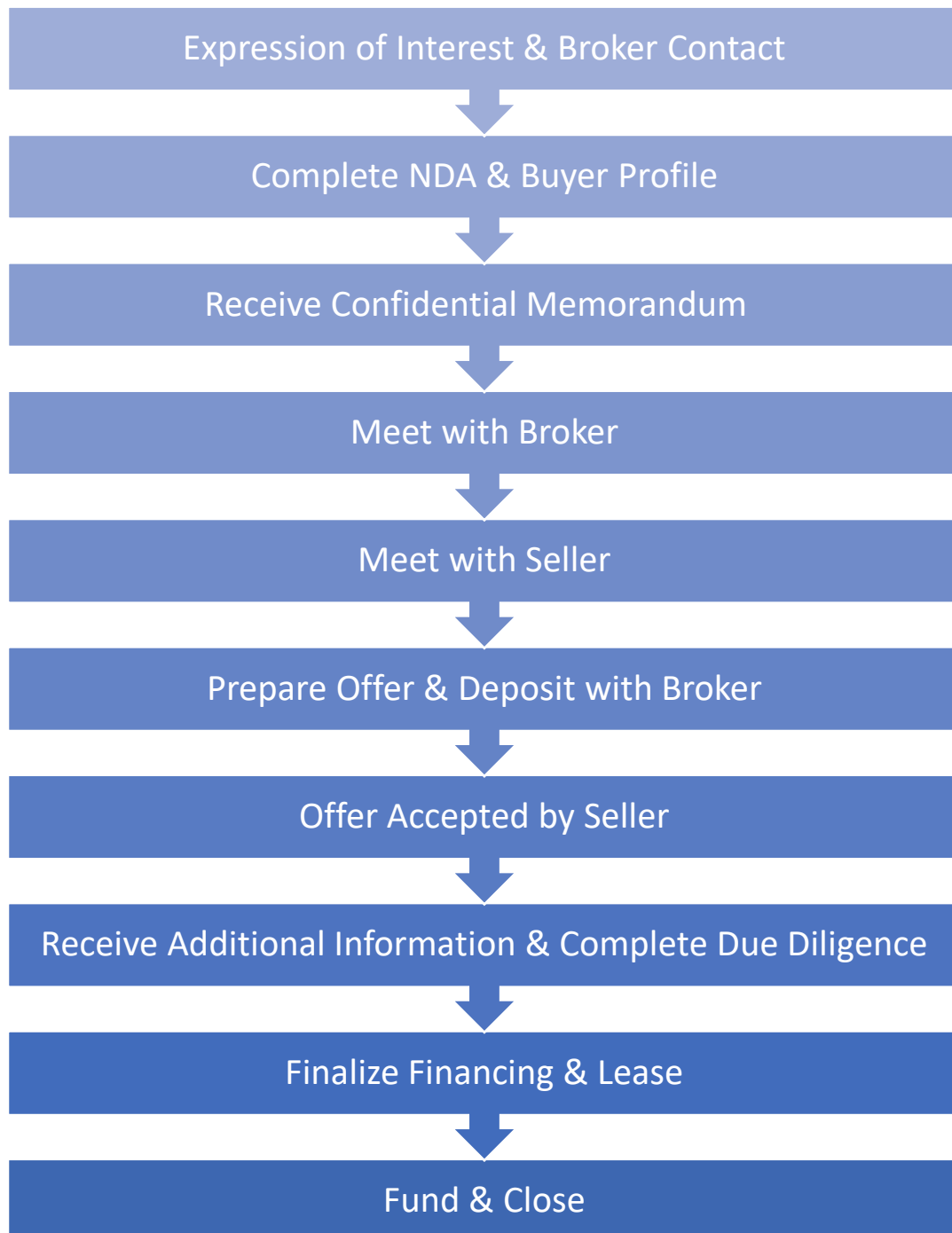




Starwood Business Group

Business Sales • Valuations • Exit Planning

Thank you for your interest in one of our featured business opportunities! The following is a list of steps involved in the buying process. Your designated Starwood Business Group broker will work with you through each of the steps noted below. The objective is 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 need of the seller for privacy 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.





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PURCHASER CONFIDENTIALITY AGREEMENT

This Broker / Purchaser Agreement is entered into between Starwood Business Group (Hereafter "SBG") and the undersigned prospective purchaser (hereafter "Purchaser") 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 Purchaser agree as follows:

1. In consideration of SBG introducing to Purchaser business opportunities for sale, Purchaser 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. Purchaser further agrees not to circumvent or interfere with SBG'S contract with Seller in any way. Purchaser understands and agrees that Purchaser shall be liable to SBG for payment of commissions due from Seller in the event of such interference. Purchaser further understands and agrees that should Purchaser become a manager or otherwise connected with any of the businesses shown or offered to Purchaser for sale, or should Purchaser buy, trade, lease or exchange any of the businesses disclosed to Purchaser, then a full commission will be due to SBG.
3. Purchaser 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 Purchaser and makes no representation, promise, or warranty, express or implied, as to the accuracy or completeness of any such information. Purchaser shall be responsible to make an independent verification of said information prior to entering into an agreement to purchase any business. Purchaser further understands and agrees that SBG shall NOT be responsible for the failure to disclose material information related to the purchase of any business which information is unknown to SBG. Purchaser 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 commission actually received. Purchaser understands that financial institutions may pay a referral fee to SBG for referring potential clients.
4. That Broker is not an agent for me/us, but is an agent for the Seller and has a contract providing for a 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 Purchaser 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.
6. 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 Purchaser. In the event of such disclosure, it is agreed that Purchaser 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.
7. In the event Purchaser for whatever reason does not purchase the business, Purchaser agrees to immediately return to SBG any and all materials related to Seller without retaining any copies.

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

PERSONAL GUARANTY

If Purchaser is a business entity (e.g. Corporation, LLC, LLP, LP, etc.), the undersigned officer or agent acknowledges that he/she has 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 complete & fax to 866-251-8592 or email back to your broker

Purchaser's Name (Print): _____ **Title:** _____

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

Purchaser's Telephone: _____ **Mobile:** _____

Fax: _____ **E-mail:** _____

Mailing Address: _____

City, State & Zip: _____

Purchaser's Signature: _____ **Date:** _____



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CONFIDENTIAL BUYER PROFILE

When selling a business, business owners are asked to reveal much information that is confidential and sensitive. Therefore, they have asked us to screen potential Purchasers 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. Until we receive the Client Profile and Non-Disclosure Agreement *completed in their entirety*, we are unable to give out specific information regarding our business listings.

1- Buyer Name: _____ Spouse/Partner: _____

2- Buyer Address: _____

3- City: _____ State: _____ Zip Code: _____

4- Home Phone: _____ Work: _____ Cell: _____

5- Fax: _____ Best time to call: _____

6- E-mail (please print): _____

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

- Friend/Associate Magazine Ad Newspaper Ad Web Site
 Magazine/Newspaper Previous Experience Mailer Other _____

8- Name of source checked above _____

9- Have you worked with a Broker before? _____

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

11- If yes, explain type of business: _____

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

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

- 14- Do you have any experience in: Advertising/Marketing Public Relations
 Sales Finance
 Management Customer Service

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

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

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

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



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19- What types of businesses would you consider owning?

- | | |
|--|--|
| <input type="checkbox"/> Accounting Firm | <input type="checkbox"/> Grocery |
| <input type="checkbox"/> Advertising | <input type="checkbox"/> Health Food |
| <input type="checkbox"/> Amusement | <input type="checkbox"/> Health Spa |
| <input type="checkbox"/> Antiques | <input type="checkbox"/> Home Based Business |
| <input type="checkbox"/> Appliance Repair | <input type="checkbox"/> Home Cleaning |
| <input type="checkbox"/> Arts & Craft | <input type="checkbox"/> Home Repair |
| <input type="checkbox"/> Auto Repair/Painting | <input type="checkbox"/> Ice Cream/Yogurt |
| <input type="checkbox"/> Automotive Parts | <input type="checkbox"/> Interior Design/Service |
| <input type="checkbox"/> Bagel Shop | <input type="checkbox"/> Janitorial Services |
| <input type="checkbox"/> Bakery | <input type="checkbox"/> Jewelry Store |
| <input type="checkbox"/> Beauty Supply/Salon | <input type="checkbox"/> Landscaping/Lawn Care |
| <input type="checkbox"/> Book Store | <input type="checkbox"/> Laundromat |
| <input type="checkbox"/> Boutique | <input type="checkbox"/> Learning Centers |
| <input type="checkbox"/> Brake/Transmission Shop | <input type="checkbox"/> Leasing Companies |
| <input type="checkbox"/> Building Materials | <input type="checkbox"/> Pet Shop |
| <input type="checkbox"/> Business to Business Services | <input type="checkbox"/> Pet Sitting |
| <input type="checkbox"/> Business Service | <input type="checkbox"/> Limousine Service |
| <input type="checkbox"/> Consulting/Training | <input type="checkbox"/> Mailing Center |
| <input type="checkbox"/> Convenience Store | <input type="checkbox"/> Mall Food Court |
| <input type="checkbox"/> Camera Shop | <input type="checkbox"/> Manufacturing |
| <input type="checkbox"/> Car Wash | <input type="checkbox"/> Marketing/Sales |
| <input type="checkbox"/> Catering Company | <input type="checkbox"/> Motel/Hotel |
| <input type="checkbox"/> Check Cashing | <input type="checkbox"/> Nail Salon |
| <input type="checkbox"/> Clothing/Retail | <input type="checkbox"/> Office Supplies |
| <input type="checkbox"/> Coffee Shop | <input type="checkbox"/> Personnel Agency |
| <input type="checkbox"/> Collection Agency | <input type="checkbox"/> Pharmacy |
| <input type="checkbox"/> Computer Service | <input type="checkbox"/> Picture Framing |
| <input type="checkbox"/> Computer/Retail | <input type="checkbox"/> Pizza |
| <input type="checkbox"/> Cell Phone Retail Center | <input type="checkbox"/> Plumbing |
| <input type="checkbox"/> Contractor | <input type="checkbox"/> Restaurant – Full Service |
| <input type="checkbox"/> Day Care Center | <input type="checkbox"/> Restaurant – Quick Casual |
| <input type="checkbox"/> Delicatessen | <input type="checkbox"/> Retail – Other _____ |
| <input type="checkbox"/> Distributor | <input type="checkbox"/> Security Systems |
| <input type="checkbox"/> Dog Grooming | <input type="checkbox"/> Sports Bars |
| <input type="checkbox"/> Donut Shop | <input type="checkbox"/> Sporting Goods |
| <input type="checkbox"/> Dry Cleaner | <input type="checkbox"/> Tanning Salon |
| <input type="checkbox"/> Electrical Contractor or Retail | <input type="checkbox"/> Tavern |
| <input type="checkbox"/> Event Company | <input type="checkbox"/> Tire Store |
| <input type="checkbox"/> Fitness Center | <input type="checkbox"/> Travel Agency |
| <input type="checkbox"/> Florist | <input type="checkbox"/> Video Store |
| <input type="checkbox"/> Food Franchise | <input type="checkbox"/> Wellness Center/Massage |
| <input type="checkbox"/> Furniture/ Manufacturing | <input type="checkbox"/> Yoga Studio |
| <input type="checkbox"/> Furniture Retail | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Garden/Nursery | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Gasoline Station | |
| <input type="checkbox"/> Gift Shop | |



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

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

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

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

24- What types of businesses would you not consider owning? _____

25- What is the amount of cash down that you are willing to invest? _____

26- What is the maximum total investment level in which you are comfortable? _____

27- Will you have investment/business partners? _____ Yes _____ No
(Each partner owning 10 % or more needs to complete a separate application)

28- Business Partner _____ % of ownership _____ % Investor Time _____

29- In terms of purchasing a franchise: Mildly Interested Very Interested Not Interested

30- What is your minimum monthly income need the first year? _____

31- The second year? _____

32- What is the total amount of **non-borrowed** funds you currently have for a down payment?

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

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

35- Geographical Interest:

1st Choice _____

2nd Choice _____

3rd Choice _____

Additional Comments: _____



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PURCHASER FINANCIAL STATEMENT
STRICTLY PRIVATE & CONFIDENTIAL

Please Print Clearly

The undersigned certifies that this information was provided by him/her and is true and accurate and that this information will be used solely to determine the purchaser's financial qualifications for acquiring a business and will not be shared with any 3rd party without purchaser's prior consent.

Purchaser's Name (Print): _____ **Title:** _____

Purchaser's Telephone: _____ **Mobile:** _____

Fax: _____ **E-mail:** _____

Mailing Address: _____

City, State & Zip: _____

Purchaser's 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:	\$