

The undersigned CORPORATION/LLC/PARTNERSHIP/TRUST/LP ("Buyer") hereby requests receipt of confidential information, currently and from this time forth, on one or more businesses represented by Business Team. Buyer hereby acknowledges that Business Team will have been first to provide such information to Buyer. In consideration of Business Team's providing such information, the Buyer hereby accepts, acknowledges and agrees:

1. Any and all information Business Team provides about a business was provided to Business Team by the business owner, and Business Team makes no representations or warranties as to its accuracy or completeness. Buyer is solely responsible for investigating all aspects of the business and obtaining any legal, tax or other advice Buyer deems necessary, prior to purchasing the business.
2. Any information Buyer is given about a business, including, especially, its availability for acquisition, shall be treated as strictly confidential and proprietary. Buyer shall not directly or indirectly disclose, without Business Team's prior written consent, any such information to any third party except Buyer's representatives/affiliates engaged in evaluating the information, and shall obtain the agreement of such third parties to maintain such confidentiality. If Buyer decides not to purchase the business, Buyer shall promptly notify Business Team of this fact and shall promptly return all documentation, including, without limitation, summaries, analyses or extracts. Any unauthorized disclosure shall constitute a material breach of Buyer's duty to the Seller and Business Team, and could result in legal recourse against the Buyer. Buyer shall indemnify, defend and hold Business Team harmless from and against any liability resulting from such unauthorized disclosure.
3. The Seller of each business about which a Buyer shall be given information by Business Team has entered into an agreement providing that Seller shall pay a fee to Business Team if, during the term of that agreement or within twenty-four (24) months thereafter, the business is directly or indirectly transferred to a Buyer introduced by Business Team. Should Buyer, a member of Buyer's family, or anyone with whom Buyer is directly or indirectly affiliated acquire any interest in, or become affiliated in any capacity with such a business, Buyer shall protect and indemnify Business Team's right to a fee from the Seller. Buyer agrees that any transaction will be closed through a licensed independent escrow company.
4. Buyer shall conduct all inquiries into any business about which Business Team provides information and discussions with its owner(s) and/or management solely through Business Team, and shall not directly or indirectly contact the owner, employees or other representatives of the business except by prior written consent from Business Team.
5. If Buyer breaches the terms of this Agreement or in any way interferes with Business Team's right to a fee, Buyer shall be liable for such fee and any other damages, including reasonable attorney's fees and litigation costs. All parties to the Agreement shall mediate any dispute or claim between them arising out of this Agreement or any resulting relationship or transaction between such parties. The mediation shall be held prior to commencement of any court action or arbitration. The mediation shall be confidential and held in accordance with all applicable sections of the California Evidence Code. In the event the parties are unable to agree on a mediator within thirty (30) days of the first party seeking mediation, the presiding judge of the Superior Court of the county in which venue would lie for the filing of a complaint for relief in such dispute shall have jurisdiction to appoint a mediator. In the event the mediator determines that a second mediation is necessary or appropriate, it shall be conducted in accordance with this paragraph. Should any party commence arbitration or a litigation before mediation, that party shall forfeit its right to claim attorney's fees or litigation costs that might otherwise be available to it in arbitration or litigation, and the party who is determined by the arbitrator or judge to have resisted mediation may be sanctioned by the arbitrator or judge. Mediation fees, if any, shall be divided equally by the parties to the dispute.
6. Buyer understands and agrees that Business Team may act as a dual agent representing both Seller and Buyer, as set forth in the Disclosure Regarding Agency Relationship executed concurrently herewith.
7. This agreement contains the sole and entire agreement between the parties regarding its subject matter. The parties acknowledge and agree that neither of them has made any representations or promises with respect to the terms and conditions of this agreement or any representations or promises inducing the execution and delivery hereof, except such representations and promises which are expressly stated herein. Each party acknowledges its reliance on its own judgment in entering into this agreement and having the opportunity to have the agreement reviewed by others, including legal counsel. The parties further acknowledge that any statements or representations previously made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with their dealings with the other. Any amendment or modification to this agreement shall be valid only if the parties have duly executed such modification, in writing, and it has been signed by the party against whom enforcement may be sought. Further, no evidence of any modification, amendment or waiver shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless the same is in writing and has been duly executed by Business Team's managing Broker.
8. Buyer Acknowledges receiving a duly executed copy of this Agreement.
9. The undersigned executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so.

Corporation Name (print)

Date

DBA

Business Telephone

Officer's Name (printed)

Officer's Direct or Cell Telephone

Officer's Signature

Fax Number for Sending Confidential Info

Street Address

Confidential Email Address

City, State and Zip

Roger Civaleri
Business Team's Agent

WE PROVIDE EACH SELLER THE FOLLOWING CONFIDENTIAL FACTS ABOUT YOUR FIRM PRIOR TO RELEASING ANY INFORMATION ABOUT THEIR BUSINESS. *Completion of this Form is Mandatory for Consideration as an Equity Group Buyer*

Buyer Profile For: _____
Print Business Name

1. What type of Company is your Investment Firm:
 Private Fund Private Equity Group
2. Please list the following officers of the Firm and attach their associated biographies:
CEO/President _____ Treasurer _____
Secretary _____
3. Do you have a web site? ____ If so what is the address? _____
4. How long has your Firm been in existence? _____
5. Does your firm have an equity position in acquisitions? _____ Is your firm primarily a lender? _____
6. How many acquisitions do you buy or participate in per year? _____
7. Does your Firm focus on specific industries? _____ Which Industries? _____
8. Please give a brief description of your firm's recent acquisitions as well as date and size of each:

9. Does your firm have an equity position in any of the above acquisitions? ____ What Percent? _____
10. Please give two references including telephone numbers from recent acquisitions:
A. _____ B. _____
11. How are your investment funds generated?
Do you have funds committed and verifiable previous to investment? ____ Fund size _____
Do you have Principal Investors who have funds that are committed previous to making an offer? ____
Do you have limited risk investors that will screen the transaction and commit funds after the negotiation is complete but before the transaction is funded? _____
12. What is the down payment amount and the source of those funds that you **will be required to substantiate** at the time of making an offer. _____
13. Firm equity [all assets minus all liabilities] exceeds: \$1,000,000 ____ \$5,000,000 ____ \$20,000,000 _____
14. Has firm ever filed for bankruptcy? ____ Had a foreclosure? ____ Had a judgment filed against it? ____
15. What is the Firm's timeframe to purchase? Immediate No hurry
16. Will the Firm supply management for an acquisition? _____ Will it require in place management? _____
17. What are the Firm's geographic limitations? _____

Signature

Date

Printed Name

Title

I certify that the above information is true and correct; that I represent and warrant that I have the authority to sign this profile on behalf of said entity and its owners; and acknowledge receipt of a copy of this profile.

Agency Disclosure and Agreement
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Agency and Dual Agency: On the reverse of this form is printed a portion of California Civil Code section 2079.16 which requires disclosure of some concepts and definitions concerning the relationship between a principal and an agent in the sale of certain residential real estate. While the listing and sale of a business is not a transaction requiring the use of the form prescribed by that Code section, the information provided is completely applicable to the business sale context as well, and you are requested to read it carefully and acknowledge that you have been advised of its contents.

When a broker lists a business for sale, the broker becomes an “agent” representing the seller. The same broker also often works with prospective buyers, and by the nature of that relationship, becomes a buyer’s agent as well; this is called “dual agency.” Although a buyer and seller are sometimes represented by different agents of the same brokerage firm, this is also a dual agency, because the broker who employs each of the agents is really the agent for both parties.

Full Disclosure: Under California law, the buyer and the seller of a business are each required to fully and fairly disclose to the other, any and all information which is known to that party, or reasonably should be known, and which may or will be “material” to the other party’s decision to enter into the transaction. An agent must fully disclose all relevant information known to the agent to the party or parties that the agent represents. An agent, whether acting only for one party, or as a dual agent, must make the same such disclosures to the other party, or to the other party’s agent, and cannot withhold any material information which such agent may know, or in the exercise of reasonable diligence, should discover.

Price and Valuation: There is an exception to the rule that a dual agent must disclose all information in his or her possession. In representing both seller and buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the seller will accept a price less than the asking price or that the buyer will pay a price greater than the price offered, even though there otherwise might be a duty to do so. Likewise, a broker acting as a dual agent will not disclose valuations or appraisals prepared by the broker for the seller (but must disclose any comparable sales figures which may have been a major factor in such evaluation), nor the contents of any previous negotiations, contracts or offers between either the buyer or seller and any other parties. This is the only way negotiations can be conducted when the broker represents both the buyer and the seller.

Acknowledgment of Disclosure and Agreement to Dual Agency: Each party, by signing below, acknowledges and agrees that:

1. The party has carefully read and fully understands the matters discussed above, as well as the language of the statute quoted on the reverse of this form, and has had the opportunity to ask questions and/or to seek the advice of legal counsel prior to signing below.
2. The Seller consents and agrees that the Broker representing said party may, in his discretion, act as an agent for any buyer or prospective buyer as well as for the Seller, as explained above and on the reverse hereof, and agrees to the conditions stated above.
3. The Buyer consents and agrees that the Broker representing the Seller will continue to do so even though said Broker will also represent the Buyer as a dual agent, understands all of the information stated above and on the reverse hereof, and consents to such dual agency.

THIS FORM MAY BE SIGNED IN COUNTERPARTS. NOT ALL SIGNATURES ARE REQUIRED TO APPEAR ON THE SAME COPY. FACSIMILE SIGNATURES ARE ACCEPTABLE AND BINDING

BUYER(S)/SELLER(S) _____ Date _____
Signature

BUYER(S)/SELLER(S) _____
Name (print)

AGENT FOR BUYER **Roger Civalleri** _____

SELLER'S AGENT When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealing with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

BUYER'S AGENT An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer. A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.

AGENT REPRESENTING BOTH SELLER AND BUYER (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Sell or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Initials