

NON-DISCLOSURE 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: **PCBB (Business and Listing # _____)** identified herein by Broker or its agent Pacific Coast Business Brokers (Broker). Buyer acknowledges and agrees that Confidential Information will be provided to Buyer for the sole purpose of evaluating the possible purchase by Buyer of all the shares of stock or assets of the Business. As used in this Agreement (Agreement), the term Buyer (Buyer) applies to the undersigned and any partnership, corporation, LLC, individual, or other entity with which the undersigned is affiliated. Buyer further agrees as follows:

1. NON-USE AND NON-DISCLOSURE OF INFORMATION: Buyer acknowledges that the owner of the Business (Seller) wants to maintain the confidentiality of Seller's identity and the information disclosed. Buyer agrees not to disclose or permit access to any Confidential Information without Seller's prior written consent, to anyone other than Buyer's legal counsel, accountant or lender to whom disclosure or access is essential for Buyer to evaluate the Business. Any disclosure of Confidential Information to these parties shall be made only if the recipient agrees in writing to maintain the confidentiality of the Confidential Information. Buyer shall be responsible to Seller and Broker 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 required for Buyer to evaluate the Business. If 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 not retain any copy, reproduction, or record thereof and shall continue to maintain confidentiality of all such information and of knowledge of such information. Any unauthorized disclosure shall constitute a material breach of Buyer's duty to the Seller and PCBB and could result in their seeking recourse against the Buyer. Buyer shall indemnify, defend and hold PCBB harmless from any liability resulting from such unauthorized disclosure.

2. DEFINITION OF "CONFIDENTIAL INFORMATION": The term "Confidential Information" shall mean all information including Seller's identity, 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 books, records, assets, liabilities, processes, or production methods of Seller; (b) from communication with Seller, Broker, directors, officers, employees, agents, persons doing business with Seller, or others; (c) during visits to Seller's premises; or (d) through disclosure or discovery in any other manner. However, Confidential Information does not include information which is readily available and widely known in public; and nothing in this Agreement expresses, implies or creates any obligation by Seller or any person or entity to disclose or provide any particular or category of information to Buyer; or this Agreement expresses or implies or creates any right, permission or consent of Buyer to communicate with any person or entity doing business with Seller or with any particular person or entity.

3. BUYER'S RESPONSIBILITY AND DISCLAIMER OF BROKER'S LIABILITY: The Broker has received information about the Business from Seller which may include, but is not limited to, tax returns, financial statements, equipment lists, and facility lease. Broker and Seller did not audit the information. Based on information provided by sellers, brokers often prepare summary descriptions of businesses which may include, as examples, cash flow projections, adjusted income statements, or seller discretionary cash flow statements. Buyer acknowledges Broker does no audit or verifies information given to Broker and that Broker and Seller do not make any warranty or representation as to 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 Buyer may wish to consider in a purchase decision or deciding a price Buyer is willing to pay. Any decision by Buyer to purchase the Business shall be based only on Buyer's own investigation and guidance from Buyer's legal, tax, and other advisors and not that of Broker or Seller.

4. NON-CIRCUMVENTION AGREEMENT: Seller has entered into an agreement providing that Seller shall pay a fee to Broker if, during the term of that agreement or up to twelve (12) months thereafter, the Business is transferred to a buyer introduced by Broker. (This sentence is descriptive and does not modify the agreement between Seller and Broker). Buyer shall conduct all inquiries into and discussions about the Business only through Broker and shall not directly contact Seller or 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 Broker and any cooperating broker for such fee and any other damages including reasonable attorney's fees and costs.

5. FURTHER TERMS: Neither Buyer and/or Buyer's agents shall not contact any Seller employee, customer, landlord, supplier, or other person doing business with Seller, nor linger, or otherwise observe the Business, without Seller's prior written consent. For three years, Buyer shall not directly or indirectly solicit for employment any employee of Seller. Broker may act as a dual agent representing both Buyer and Seller. Seller and Seller's owners and successors-in-interest are intended to be beneficiaries of Buyer's duties and obligations under this Agreement and may enforce this Agreement and prosecute any action at law or in equity to enforce its provisions as though a party hereto, whether or not they signed. This Agreement can be modified only in writing, signed by both Broker and Buyer. Waiver of any breach shall not waive any other breach. This Agreement supersedes all prior understandings or agreements between the parties as 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 to enforce any terms of the Agreement shall be in Orange County, California. This Agreement may be signed in counterparts and faxed and electronic signatures may be considered as originals. If Buyer is a corporation, partnership, LLC or other 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. If Buyer breaches the terms of this Agreement or in any way interferes with PCBB's right to a fee, Buyer shall be liable for such fee and any other damages, including reasonable attorney's fees.

Signature	Date	Name (print) Title
Company	Business Telephone	Cell Phone
Street Address	Email Address	
City, State, Zip	Broker or Broker Agent	

BUYER QUALIFICATION PROFILE

Date _____

Name _____

Address _____

City _____ State _____ Zip _____

Home Phone _____ Work Phone _____

Cell Phone _____ Fax _____

E-Mail _____

AVAILABLE FUNDS (REQUIRED)

Total funds available to buy a business? \$

Cash Available (Liquid): \$

CAPITAL RESOURCES (REQUIRED)

Savings: \$	Home Equity: \$
401k/IRA \$	Other Real Estate: \$
Stocks/Bonds \$	Relative/Investor: \$
Other: \$	Bank/Loan \$

FINANCIAL INFORMATION (REQUIRED)

Total Net Worth: \$ Current Income: \$

Fico Score:

Minimum Income required per month? \$

Purchase Price of a business you will consider? \$

Do you have other financial resources?

Are you planning on obtaining Bank Financing?

Do you have an investor / partner?

Will your spouse or family members be involved?

Are you considering using retirement funds?

EXPERIENCE INFORMATION (REQUIRED)

What is your current occupation or business?

Do you have experience in Business Ownership or the type of business(es) you are inquiring about?

- Yes, I currently own:
- Yes, I have previously owned:
- Not currently but I have ____ years experience working in the industry
- No, I have no experience in the industry

Are you seeking a franchise or independent?

How long have you been looking for a business?

Time available to devote to business? Owner/Operator Absentee Part-time

ACQUISITION CRITERIA

Geographic Area(s)?

- | | | | |
|--------------------|--------------------------|-----------------------|--------------------------|
| Orange County | <input type="checkbox"/> | San Bernardino County | <input type="checkbox"/> |
| Los Angeles County | <input type="checkbox"/> | Ventura County | <input type="checkbox"/> |
| Riverside County | <input type="checkbox"/> | Northern California | <input type="checkbox"/> |
| San Diego County | <input type="checkbox"/> | Other | <input type="checkbox"/> |

Targeted Industries?

- | | | | |
|----------------------------|--------------------------|------------------------|--------------------------|
| Restaurant/Food related | <input type="checkbox"/> | Coffee/Juice/Ice cream | <input type="checkbox"/> |
| Liquor Stores/Bars/Taverns | <input type="checkbox"/> | Services | <input type="checkbox"/> |
| Retail | <input type="checkbox"/> | Wholesale/Distribution | <input type="checkbox"/> |
| Manufacturing | <input type="checkbox"/> | Other | <input type="checkbox"/> |