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 made 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.

1. Expression of Interest & Broker Contact
2. Complete NDA & Buyer Profile
3. Receive Confidential Business Profile
4. Meet with Broker
5. Meet with Seller
6. Prepare Offer & Deposit with Broker
7. Offer Accepted by Seller
8. Receive Additional Information & Complete Due Diligence
9. Finalize Financing & Lease
10. Fund & Close

Starwood Business Group
Business Sales • Valuations • Exit Planning

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' 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:** _______________

Starwood Business Group

Business Sales · Valuations · Exit Planning

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? ___________

Starwood Business Group

Business Sales · Valuations · Exit Planning

19- What types of businesses would you consider owning?

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

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: ____

____

____

Starwood Business Group
Business Sales • Valuations • Exit Planning

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' 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	**$**
Dividends and Interest	
Bonus and Commissions	
Real Estate Income	
Other Income	
Total Income:	**$**