

BUYER/INVESTOR INFORMATION

INTERVIEW DATE: \_\_\_\_\_ BROKER: \_\_\_\_\_

NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

BUS. PHONE: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

CELL/PAGER: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

=====
WORK EXPERIENCE AND EDUCATION:
=====

WORK EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

EDUCATION: \_\_\_\_\_

DO YOU HAVE: RESUME: \_\_\_\_\_ FINANCIAL STATEMENT: \_\_\_\_\_

=====
FAMILY AND PERSONAL INFORMATION:
=====

\_\_\_\_\_ MARRIED \_\_\_\_\_ SINGLE

NAME OF SPOUSE: \_\_\_\_\_ SPOUSE OCCUPATION: \_\_\_\_\_

SPOUSE EDUCATION: \_\_\_\_\_

CHILDREN: \_\_\_\_\_

WILL YOUR SPOUSE OR OTHER FAMILY MEMBERS WORK IN THE BUSINESS? \_\_\_\_\_

WHO WILL MANAGE THE BUSINESS? \_\_\_\_\_

=====
INVESTMENT FUNDS/FINANCIAL INFORMATION:
=====

RANGE OF PERSONAL FUNDS TO INVEST \$ \_\_\_\_\_

SOURCE OF FUNDS: \_\_\_\_\_

1. HAVE YOU EVER OBTAINED PREVIOUS GOVERNMENT FINANCING? \_\_\_\_\_

2. HAVE YOU EVER DECLARED BANKRUPTCY? \_\_\_\_\_

3. ARE YOU A PARTY TO A LAWSUIT? \_\_\_\_\_

4. ARE THERE ANY OUTSTANDING JUDGMENTS AGAINST YOU? \_\_\_\_\_

BUSINESS PARTNER NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ Phone: \_\_\_\_\_

NAME OF ATTORNEY: \_\_\_\_\_ Phone: \_\_\_\_\_

NAME OF ACCOUNTANT: \_\_\_\_\_ Phone: \_\_\_\_\_

=====
INVESTMENT CRITERIA:
=====

GENERAL INTEREST: \_\_\_\_\_ RETAIL \_\_\_\_\_ SERVICE \_\_\_\_\_ RESTAURANT/BAR \_\_\_\_\_ FAST FOOD

\_\_\_\_\_ MANUFACTURING/DISTRIBUTION \_\_\_\_\_ NEW FRANCHISE \_\_\_\_\_ REAL ESTATE

SPECIFIC TYPE BUSINESSES: \_\_\_\_\_

GEOGRAPHIC PREFERENCE: \_\_\_\_\_

MINIMUM INCOME REQUIREMENT: \_\_\_\_\_

OTHER REQUIREMENTS: \_\_\_\_\_

SOURCE OF CONTACT \_\_\_\_\_

REVISID: ABB 8/10



## Information About Brokerage Services

*Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.*

### TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

### A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

### A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

### TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

ADVANCED BUSINESS BROKERS, INC.	411491		713-401-9110
_____ Licensed Broker /Broker Firm Name or Primary Assumed Business Name	_____ License No.	_____ Email	_____ Phone
JEFFREY D. JONES	187826		713-401-9110
_____ Designated Broker of Firm	_____ License No.	_____ Email	_____ Phone
_____ Licensed Supervisor of Sales Agent/ Associate	_____ License No.	_____ Email	_____ Phone
_____ Sales Agent/Associate's Name	_____ License No.	_____ Email	_____ Phone

\_\_\_\_\_  
Buyer/Tenant/Seller/Landlord Initials

\_\_\_\_\_  
Date



**STANDARD BUYER CONFIDENTIALITY  
AND WARRANTY AGREEMENT**

10500 Northwest Frwy, #200  
Houston, Texas 77092  
Tel: (713) 401-9110  
Fax: (866) 431-2319  
www.advancedbb.com

In consideration of Advanced Business Brokers, Inc. ("ABB") and the business owner(s) ("Seller") providing the undersigned ("Buyer") with certain confidential and proprietary information on the business(es) ("Business") identified below, Buyer hereby understands, agrees, represents and warrants to ABB and Seller as follows:

1. All information furnished to Buyer by ABB or Seller including the identity of the Seller and the Business, all oral or written data, reports, records, and other material ("Information") will be deemed confidential and Buyer agrees not to disclose any such Information to any other party, except to Buyer's employees and agents whose knowledge of the Information is required to evaluate the Business as a potential acquisition. Buyer accepts full responsibility for the compliance with all provisions of this Agreement by such employees and agents. Buyer will not use the Information to interfere or compete with the Seller.
2. Buyer will not contact the Seller, its employees, suppliers or customers except through ABB. All inquiries, correspondence, offers to purchase, negotiations and closing preparations will be conducted exclusively through ABB.
3. Buyer acknowledges that ABB has stated that it is working as an agent for the Seller and is not an agent for the Buyer. Seller has a contract with ABB providing for fees to be paid to ABB upon the sale, merger, consolidation or other corporate transaction involving the Business or related property. Buyer agrees not to circumvent or interfere with ABB's contract with Seller in any way. In the event of such circumvention or interference, Buyer agrees to be additionally liable for ABB's fee and for any damages to ABB and/or Seller.
4. Information furnished by ABB about the Business and its financials is based upon Information and representations provided by the Seller and ABB has made no independent investigation or verification of said Information. Buyer hereby expressly releases and discharges ABB from any and all responsibility and/or liability in connection with the accuracy, completeness or any other aspects of such Information and accepts sole and final responsibility for the due diligence, evaluation and verification of such Information and all other factors relating to the Business and its financials. Buyer will indemnify and hold harmless ABB, its agents and/or employees from any claims, actions, demands or damages arising from inaccurate or incomplete Information or from Buyer's acts or failures to act in pursuing the possible acquisition of the Business.
5. Buyer acknowledges the responsibility to perform a due diligence review at its own cost and expense prior to any acquisition. ABB advises the Buyer to seek counsel from an attorney, CPA and other professionals Buyer deems necessary to make an informed decision on a Business acquisition. Buyer agrees to provide financial statements, references and other data evidencing Buyer's financial capabilities upon request of ABB or Seller.
6. Buyer will be the principal in any proposed acquisition and is not working on behalf of undisclosed principals or as a subagent for any other person or entity. If Buyer decides not to acquire the Business, all Information shall be promptly returned or destroyed, as directed by ABB or Seller.
7. The respective obligations of the parties under this Agreement shall survive for a period of two years following the date hereof. The Seller is hereby designated as a third party beneficiary to this Agreement.

This Agreement applies to the Business(es) listed below:

Listing ID # \_\_\_\_\_ Name or type of business: \_\_\_\_\_

Listing ID # \_\_\_\_\_ Name or type of business: \_\_\_\_\_

Listing ID # \_\_\_\_\_ Name or type of business: \_\_\_\_\_

Listing ID # \_\_\_\_\_ Name or type of business: \_\_\_\_\_

EXECUTED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Type or Print Name of Buyer)

\_\_\_\_\_  
(Type or Print Name of Buyer)

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ABB Representative: \_\_\_\_\_

New Buyer:  Yes  No

ABB 09/13