



ENTRUST ASSOCIATES BUYER DOCUMENTS

In addition to the Confidentiality and Agency Disclosure documents included in this packet, you will find two Buyer Profiles.

If you are an existing corporation or private equity group, please complete and return the Corporate Buyer Profile.

Otherwise, please complete and return the Personal Buyer Profile.

Thank you.
Olga Kennedy
Entrust Associates.

CONFIDENTIAL



CONFIDENTIALITY AGREEMENT

Our clients require that we obtain a confidentiality agreement along with information relating to your financial ability, before disclosing the name, location, and other specific information about their businesses. In consideration of our furnishing additional information to you, you agree that:

1. Any information with respect to our clients (including the fact that the client is considering a sale) is highly sensitive and strictly confidential and you will maintain such information with the utmost confidence.
2. You'll use information we provide solely to evaluate your potential acquisition of our clients' business. You won't use it for competitive purposes or for any other purpose inconsistent with this Agreement.
3. You'll take any necessary steps to ensure that the information will remain confidential and will not be disclosed or revealed to third parties. You may share this information with your attorneys and advisors who agree to maintain its confidentiality, but you'll be liable for any disclosure by those advisors.
4. We haven't independently confirmed the accuracy of the information. It's your responsibility during the purchase process to confirm the accuracy of any and all information we provide to you. You waive any claims you may otherwise have against us, our agents and employees, resulting from any inaccuracy or incompleteness of the information we provide.
5. At our request, you'll promptly destroy all information, including any materials you have created.
6. Without our prior written permission, you won't contact owner(s), employees, vendors, customers or others associated with the business. You will not, directly or indirectly, interfere with any customer or supplier relationship between a client's business, and any other person or business entity, or induce or assist anyone in inducing in any employee, consultant, broker/agent of the Client or the business, to resign, or sever their relationship, or to terminate or breach any employment of other business relationship with the client or the business.
7. You'll be responsible for paying us the fee we would otherwise have received from our client if (a) instead of purchasing a business we've disclosed, you enter into a substitute agreement with our client, or (b) if you breach this Agreement in a way that interferes with our contractual rights to a fee from the Seller.
8. You'll provide accurate personal, financial and credit information to Seller upon entering into any purchase agreement involving financing by the Seller.
9. Our clients may suffer grave and serious harm from unauthorized disclosures. Any unauthorized disclosure by you, your representative, or anyone to whom you've disclosed information, will be deemed to be a material breach by you of your obligations under this Agreement and will entitle our client (as 3rd party beneficiary), as well as us to seek (a) monetary damages, including but not limited to consequential and incidental damages, and (b) injunctive relief. Please be aware that the monetary damages suffered by our Clients from an unauthorized disclosure could be significant.
10. This Agreement prohibits disclosures of information that occur through the course of our relationship. It does not cover information which becomes public knowledge, as a result of activities not initiated by you or your representatives. The obligations contained in this Agreement will continue for a period of 3 years from the date of this Agreement.
11. This Agreement is governed by North Carolina law, supersedes any prior understandings, and is the final expression of our agreement. Any disputes arising under this Agreement will be submitted to an Arbitrator sitting in Raleigh, appointed by the American Arbitration Association, whose decision will be final and binding.

This Agreement does not require counter-signature by Entrust or our client. It will become binding immediately upon your signature alone. We will rely on it in providing information to you, and it will continue to apply to any company whose information we provide to you.

PRINT Name _____ **Signature** _____ **Date** _____

PRINT Name _____ **Signature** _____ **Date** _____

Address _____

Phone _____ **Email** _____



DISCLOSURE REGARDING AGENCY RELATIONSHIP

We appreciate your interest in working with us.

At the onset of our relationship, we'd like you to understand that we are paid by and work for the sellers who engage us to sell their businesses. We're obligated by law to act primarily for the seller's benefit.

We want you to know, though, that we intend to treat you fairly and honestly. We'll promptly submit all of your offers, and we will promptly transmit to you the seller's response.

We'll provide you with information and disclose facts that seem material to us with respect to any business you're considering. At the same time, please understand that we don't typically verify facts, figures or other information.

As Business Intermediaries, we are not in a position to advise you on legal or accounting matters. We can guide you through the transaction, but you should not consider any comments we may make as legal advice. At your request, we'll be happy to provide you with information on how to engage attorneys, accountants and other professionals who may be of assistance to you. We recommend that you consult with professionals employed directly by you.

Please sign below to acknowledge receipt of, and agreement with, this Disclosure.

PRINT Name _____ Signature _____ Date _____

PRINT Name _____ Signature _____ Date _____

Address _____

Phone _____ Email _____



PERSONAL BUYER PROFILE & BUSINESS IDENTIFICATION WORKSHEET

Name _____ Phone Number _____
 Address _____ City: _____ State: _____ Zip: _____
 E-mail address _____ Fax _____
 Preferred way to reach you _____

Work Experience

Financial Information

Preferred Price Range of Business from \$ _____ to \$ _____
 Total Available for Down Payment \$ _____
 Personal Draw Required (Annual) \$ _____

Source of Funds

Cash in banks \$ _____
 Equity in Real Estate \$ _____
 Marketable Securities \$ _____
 401K etc. \$ _____
 Family \$ _____
 Investors \$ _____
 Other _____ \$ _____
 Your net worth \$ _____

Have you ever filed bankruptcy? _____ Y _____ N
 Will you require financing? _____ Y _____ N
 If yes what amount \$ _____

Businesses You're Interested In

List below the businesses you have considered when thinking about your future. These may include businesses (1) you've worked in and liked, (2) pictured yourself owning, or (3) discussed with others.

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____

Signature _____ Date _____



CORPORATE BUYER QUALIFICATION FORM

Contact Information

Corporate Name _____

Contact Person _____ Title _____

Address _____

City _____ State _____ Zip code _____

E-mail address _____

Phone Number _____ Fax _____

I prefer to receive a Confidential Business Summary by _____ mail or _____ email.

Corporate Information

Please provide here, or on an attached sheet, a brief description of your corporation. We are specifically looking for information to help us understand the nature of your interest in this acquisition in the context of your corporate goals.

Financial Information

Please provide here, or on an attached sheet, information to allow us to understand your financial capability to pursue this acquisition, including specifically whether and to what extent you would need financing, and your confidence in obtaining such financing.

Signature _____ Date _____