



Explanation Of What You Are Filling Out ...

Thank you for your inquiry. In order for us to provide you with detailed information on the business that you have requested, we require that you complete the attached forms. Once you have completed, signed, and returned all five pages, we can then provide you with detailed information on any listing in our database, as well as help you obtain any information from other business brokers.

The first form is a Confidentiality Agreement. It implies that you will keep all information on the business provided to you strictly confidential. You will not directly contact the employees of the business, or the owner of the business, as these sales are kept confidential until the close. Once you sign this document, it applies to all businesses we introduce to you and all information that we provide you. Confidentiality is of the utmost importance to our Sellers and this is a requirement of theirs.

The second document is for the listing broker, it's your Buyer's Profile. It gives the broker information about you and is beneficial to you both. It will give the broker some basic information about you that may help him/her to find a business that is suitable to your needs and requirements, maybe even a business that you have never even thought to purchase.

Lastly, we have the Dual Agency, also known as the Agency Disclosure and Agreement. This document implies that the broker may represent both the Seller and yourself (the buyer), both parties in the transaction; however, the broker will treat both parties equally, fairly, and with the same importance. This document is required by the California Department of Real Estate, the agency that gives all brokers their Business Broker's License.

While it may take a few minutes to fill these documents out, please fill them out completely and fax them back to 888-346-8388. Until we receive the five required pages, completed and signed, we will not be able to provide you the business profile or disclose any detailed information on the business in which you're interested. If you have any questions or concerns about these documents, please contact your broker at (714)401-2683, and he/she will answer your questions. As soon as you get this information back to our office we will be more than happy to provide you the detailed business profile.

Thanks for your understanding.

SunWest M&A Advisors
3334 East Coast Highway, Suite 332
Corona del Mar, CA 92625
Phone: 714-401-2683
Fax: 888-346-8388
E-mail: cherie@sunwestadvisors.com
Website: www.sunwestadvisors.com



3334 E Coast Hwy., Suite 332 • Corona del Mar, CA • 92625 • 714-401-2683 • 888-346-8388 fax

Confidentiality Agreement

The undersigned prospective purchaser (“Buyer”) hereby requests receipt of confidential information, currently and from this time forth, on one or more businesses represented by SunWest M&A Advisors (“SunWest”). Buyer hereby acknowledges that SunWest will have been first to provide such information to Buyer. In consideration of SunWest’s providing such information, the Buyer hereby accepts, acknowledges and agrees:

1. Any and all information SunWest provides about a business was provided to SunWest by the business owner, and SunWest 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 SunWest’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 SunWest 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 SunWest, and could result in legal recourse against the Buyer. Buyer shall indemnify, defend and hold SunWest 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 SunWest has entered into an agreement providing that Seller shall pay a fee to SunWest 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 SunWest. 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 SunWest’s right to a fee from the Seller.

4. Buyer shall conduct all inquiries into any business about which SunWest provides information and discussions with its owner(s) and/or management solely through SunWest, and shall not directly or indirectly contact the owner, employees or other representatives of the business except by prior written consent from SunWest.

5. If Buyer breaches the terms of this Agreement or in any way interferes with SunWest’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.

Buyer’s Initials

6. Buyer understands and agrees that SunWest 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 SunWest'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.

Name (print)

Date

Signature

Business Telephone

Residence Street Address

Fax Number for Sending Confidential Info

Residence City, State and Zip

Email Address for Sending Confidential Info

Residence Telephone

Contacting Instructions

Cherie Miranda

Cell Telephone

SunWest's Agent

Steve Gross

SunWest's Managing Broker



Cherie Miranda

Business You Are Interested in: _____

Broker

Buyer Profile For: _____ **Spouse:** _____

Address _____

Home Phone _____ Cell _____ Fax _____

Work _____ E-mail _____

Please complete, sign, and return all pages. We cannot provide information on the business we represent until we receive this information. Thank You

BACKGROUND INFORMATION:

Why are you interested in buying a business? _____

Have you ever bought a business before? Y__ N __ Details _____

Are you currently employed? _____ If so, in what industry and what position? _____

Please give a brief description of your responsibilities:

Place a check mark beside each business category that interests you: **(See attached sheet for sub-categories)**

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Auto Related | <input type="checkbox"/> Entertainment & Leisure | <input type="checkbox"/> Home & Office Furniture | <input type="checkbox"/> Professional Services |
| <input type="checkbox"/> Building & Constr. Serv | <input type="checkbox"/> Financial | <input type="checkbox"/> Internet Related | <input type="checkbox"/> Real Estate |
| <input type="checkbox"/> Business Services | <input type="checkbox"/> Food & Beverage | <input type="checkbox"/> Machinery | <input type="checkbox"/> Retail Stores |
| <input type="checkbox"/> Chemicals | <input type="checkbox"/> General Merchandise | <input type="checkbox"/> Manufacturing | <input type="checkbox"/> Technology |
| <input type="checkbox"/> Clothing & Fashion | <input type="checkbox"/> Hair & Beauty | <input type="checkbox"/> Moving, Storage, & Delivery | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Communication & Media | <input type="checkbox"/> Health & Medical | <input type="checkbox"/> Office | <input type="checkbox"/> Wholesale & Distribution |
| <input type="checkbox"/> Educational | <input type="checkbox"/> Home & Garden | <input type="checkbox"/> Personal | |

Describe in as much detail as possible the type of business you are looking for _____

What geographic area are you interested in? _____

How far from your home are you willing to drive one way to the business you will buy? _____

What is your current income? _____

What are your income expectations the first year of owning your own business? _____

What size business are you looking for? Revenues (Sales) _____ Profits _____

What is the down payment amount and the source of those funds that you **are prepared to substantiate** at the time of making an offer? _____

What is the source of funds for your down payment? _____

Select one: My net worth [all assets minus all debts] exceeds: \$100,000 ___ \$500,000 ___ \$1,000,000 ___

Have you ever filed bankruptcy? _____ Had a foreclosure? _____ Had a judgment filed against you? _____

Is there any reason you might be declined a loan for a business acquisition? _____

Does your spouse work? _____ Full-time ___ Part-time___ Industry and position?_____

Will anyone advise you in the review of business records and the decision to purchase any business?_____

What is your timeframe to purchase?

If you reside outside California and have inquired about a California based business, what are your relocation plans and timeframe? _____

If available, please include a Résumé or Biography so that we can get to know you better.

Thank You,
The SunWest M&A Advisors Team

I certify that the above information is true and correct and acknowledge receipt of a copy of this profile.

Signature

Date

FOR OFFICE USE ONLY:

Broker: Cherie Miranda		Business:
Follow-up Date:	Follow-up Comments:	
Comments:		
Profile Sent:	Date:	Admin :

Auto Related -

Auto Body and Repair
Auto Dealers
Auto Parts Recycling
Auto Parts Retail and Distribution
Auto Rental
Carwash
Gas Station
Other Auto Related

Building and Constr. Services -

Architecture and Int. Design
Construction Sub-Contractors
General Building Contractors
Other Services

Business Services -

Advertising and Design Firms
Commercial Cleaning and Janitorial
Commercial Laundry
Commercial Printing
Conferences and Trade Shows
Electr., Mech. And HVAC Contractors
Equipment Rental and Leasing
Graphic Design
Locksmiths
Other Business Services
Security and Protection Services
Staffing
Waste Services

Chemicals -

Other Chemicals
Petroleum and Coal Production

Clothing and Fashion -

Clothing and Footwear Retailing
Clothing Designer
Other Clothing and Fashion

Communication and Media -

Internet Publishers
Newspapers
Other Communication and Media
Periodicals and Mag. Publishers
Radio Stations
Telecom and Networking Services
Telephone and Wireless Carriers
Television Stations

Educational -

Day Care Centers
Other Educational
Schools
Seminars
Test Preparation

Entertainment and Leisure -

Art Galleries and Museums
Casinos
Hotels and Motels
Movie Theaters
Other Entertainment and Leisure
Sports Teams and Facilities
Travel Agents

Financial -

Banking Institutions
Brokerage and Security Dealers
Collection Agencies

Financial (cont.) -

Commercial Lenders
Factoring
Insurance Agents
Investment Advisors
Other Financial
Personal and Auto Lenders

Food and Beverage -

Agricultural Production
Bars and Taverns
Catering Services
Food Production and Packaging
Grocery and Supermarkets
Liquor Stores
Other Food and Beverage
Restaurants
Vending Machines

General Merchandise -

Department Stores
Other General Merchandise

Hair and Beauty -

Beauty Salons and Barber Shops
Hair and Beauty Retail and Distrib.
Other Hair and Beauty

Health and Medical -

Dental Practices
Health Clubs and Spas
Long-Term Care Facilities
Medical and Dental Labs
Medical Clinics
Medical Device Distributors
Medical Practices
Optometry
Other Health and Medical
Pharmacy

Home and Garden -

Hardware and DIY Retailing
Household Maintenance
Nurseries and Garden Centers
Other Home and Garden

Home and Office Furniture -

Home Furniture Retailing
Office Furniture Retailing
Other Home and Office Furniture

Internet Related -

Business to Business
E-Commerce and E-Tailers
Internet Service Providers
Other Internet Related
Web Design and Development

Machinery -

Industr. Mach. Dealers and Distrib.
Other Machinery

Manufacturing -

Airplane and Boating Manufacturing
Auto Parts Manufacturing
Clothing and Footwear Manufacturing
Communications Equip. Manufacturing
Computer and Chip Manufacturing
Electronic Components Manufacturing
Electronic Equipment Manufacturing
Furniture Manufacturing

Manufacturing (cont.) -

HVAC Manufacturing
Industrial Machinery Manufacturing
Lighting Products Manufacturing
Medical Device Manufacturing
Metals Manufacturing
Other Manufacturing
Paper and Packaging Manufacturing
Plastics Manufacturing
Specialty and Fine Chem. Manuf.
Textile and Materials Manufacturing
Wood Products Manufacturing

Moving, Storage and Delivery -

Logistics Firms
Messenger Services
Moving Companies
Other
Self Storage

Office -

Office Equipment Distribution
Other Office

Personal -

Coin Laundry
Dry-Cleaning and Laundry
Funeral Homes
Other Personal Prod. and Services
Veterinarian Services

Professional Services -

Consulting
Legal and Accounting
Other Professional Services

Real Estate -

Comm. And Res. Real Estate Brokers
Mortgage Brokers
Other Real Estate
Title and Escrow Companies

Retail Stores -

Book Store
Catalogs and Mail Order
Computer Resellers and Distributors
Computer Retailers
Convenience Stores
Electronic Equipment Retailing
Florist
Franchise
Independent Stores
Movie Rental Stores
Other Retail Stores
Wedding/Formal Rental and Retail

Technology -

Application Service Providers
Other Technology
Software and Internet Developers

Transportation -

Airplane Related Services
Other Transportation
Shipping and Transportation
Taxi and Limousine
Towing

Wholesale and Distribution -

Wholesalers and Distributors



Agency Disclosure and Agreement
PAGE 1 OF 2

BUSINESS _____ BROKER Cherie Miranda _____

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.

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."

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.

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 shall 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.

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.

Form with signature and date lines for Seller(s) and Buyer(s), including fields for Signature, Date, Name (print), and Agent for Seller/Buyer.

Excerpt from CALIFORNIA CIVIL CODE § 2079.16
page 2 of 2

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 dealings 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.
- (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.

AGENT REPRESENTING BOTH SELLER AND BUYER: 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 Seller 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.

Business Name: _____

Initials

Initials

Initials