

Contact: Edward Park at 213-276-6600 if you have any questions about this NDA or posting.

Instructions: Complete all the information below before emailing it back to: edparkbroker@gmail.com.

~~Orange County~~ Subject to Edward Park should read: NDA For Your Japanese Sushi And Roll Restaurant - Asset Sale In Santa Ana,

Your Name: _____ Your Phone: _____ Your Email: _____

COLDWELL BANKER ALLIANCE
17410 Bloomfield Avenue Cerritos, CA 90703
Tel. (213) 276-6600 Email: edparkbroker@gmail.com

CONFIDENTIALITY AGREEMENT

The undersigned prospective purchaser ("Buyer") hereby requests confidential information, currently and from this time forward, on all businesses represented by **Coldwell Banker Alliance**. Buyer hereby acknowledges that PBS first provided such information to the Buyer. In consideration of **Coldwell Banker Alliance** having provided such information, the Buyer hereby agrees:

1. Any information **Coldwell Banker Alliance** provides about a business was obtained from the business owner, and **Coldwell Banker Alliance** 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 counsel Buyer deems necessary, prior to purchasing the business.
2. Any information Buyer is given about a business, whether oral or written, including but not limited to the name of the business, location of the business, financial information, and its availability for acquisition, shall be treated as confidential and proprietary. Buyer shall not disclose, without prior written permission, 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 confidentiality. If Buyer decides not to purchase the business, Buyer shall promptly notify **Coldwell Banker Alliance** of this fact and shall promptly return all documentation without retaining copies, summaries, analyses or extracts. Any unauthorized disclosure shall constitute a material breach of Buyer's duty to the Seller and **Coldwell Banker Alliance** and could result in their seeking recourse against the Buyer. Buyer shall indemnify, defend and hold PBS harmless from any liability resulting from such unauthorized disclosure.
3. The Seller of each business about which a Buyer shall be given information by **Coldwell Banker Alliance** has entered into an agreement providing that Seller shall pay a fee to **Coldwell Banker Alliance** if, during the term of that agreement or within twenty four months thereafter, the business is transferred to a Buyer introduced by **Coldwell Banker Alliance**. Should Buyer, Buyer family member or anyone with whom Buyer is connected acquire any interest in or become affiliated in any capacity with such a business, Buyer shall protect **Coldwell Banker Alliance** right to a fee from the Seller.
4. Buyer shall conduct all inquiries into and discussion with any business about which **Coldwell Banker Alliance** provides information solely through **Coldwell Banker Alliance**, and shall not directly contact the owner, employees or other representatives of the business except by prior written permission from **Coldwell Banker Alliance**.
5. If Buyer breaches the terms of this Agreement or in any way interfere with **Coldwell Banker Alliance** right to a fee, Buyer shall be liable for such fee and any other damages, including reasonable attorney's fees. 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 any court action or arbitration. The mediation shall be confidential

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and in accordance with applicable sections of the California Evidence Code. In the event the parties are not able 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, it shall be conducted in accordance with this paragraph. Should any party attempt an arbitration or a court action before attempting to mediate, that party or parties shall not be entitled to attorney's fees that might be otherwise available to them in a court action or arbitration 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.

6. **Coldwell Banker Alliance** may act as a dual agent representing both Buyer and Seller. 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 both the Seller and the Buyer, **b)** diligent exercise of reasonable skill and care in performance of the agent's duties, **c)** a duty of honest and fair dealing and good faith, **d)** a duty to disclose all facts known to the agent materially affecting the value or desirability of the business that are not known to, or within the diligent attention and observation of, the parties and **e)** a duty to disclose all facts known to the agent materially affecting the desirability of the Buyer – financial history, creditworthiness and background of the Buyer that are not known to, or within the diligent attention and observation of, the parties.

7. Buyer Acknowledges receiving a copy of this Agreement.

8. The undersigned executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so.

9. The obligations of this Confidentiality Agreement shall be valid for a period of two (2) years. **Coldwell Banker Alliance** reserves the right to request an additional executed Confidentiality Agreement from Buyer at any time.

****Please note that incomplete information will not be accepted.**

Name (print):	COLDWELL BANKER LISTING (s) interested in: 1.All listings provided by COLDWELL BANKER
Signature: _____ Date: _____	2.
Home Street Address:	3.
City, State and Zip:	4.
Contact Phone And Fax:	5.
Email Address:	Coldwell Banker Alliance Agent:

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**WE PROVIDE EACH SELLER THE FOLLOWING CONFIDENTIAL FACTS ABOUT YOU PRIOR TO
RELEASING ANY INFORMATION ABOUT THEIR BUSINESS.**

Buyer Profile For: _____
Print Name

Email address: _____

BACKGROUND INFORMATION:

1. Are you currently employed? Yes or No If so in what industry and what position? _____
2. Please give a brief description of your responsibilities: _____
3. Please list the industries in which you've worked and the positions you've held since graduating from school: _____
4. Do you hold a California Real Estate license? Yes or No
5. Place a check mark beside each business category that interests you:

<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Any business that can be relocated
<input type="checkbox"/> Distribution	<input type="checkbox"/> Retail
<input type="checkbox"/> Computer/Hi Technology/Sciences	<input type="checkbox"/> Services: Postal, copy centers, tax prep etc
<input type="checkbox"/> Absentee ownership	<input type="checkbox"/> Restaurant/Fast Food
<input type="checkbox"/> Turnaround situations	<input type="checkbox"/> Gas Stations/Mini Marts/Car Washes
<input type="checkbox"/> New or existing successful franchises	<input type="checkbox"/> Dry Cleaning/Laundry
<input type="checkbox"/> Any business which receives cash payments	<input type="checkbox"/> Home Based Business
6. What is your current annual income? _____
7. What are your income expectations the first year of owning your own business? _____
8. What is the **maximum down payment amount** that you are prepared to substantiate at the time of making an offer? \$ _____ (**Dollar Amount MUST BE COMPLETED**)
9. My net worth [all assets minus all debts] exceeds: \$100,000 \$500,000 \$1Mil \$2Mil
 \$3Mil \$5Mil \$7Mil \$15+ Mil
10. Have you ever filed bankruptcy? Yes or No
11. Had a foreclosure? Yes or No
12. Had a judgment filed against you? Yes or No
13. Fico Score _____
14. Is there any reason you might be declined a loan for a business acquisition? Yes or No Explain: _____
15. Does your spouse work? Yes or No Full time? Yes or No Industry and position? _____
16. How far from your home are you willing to drive one way to the business you will buy? _____
17. Will anyone advise you in the review of business records and the decision to purchase any business? Yes or No
18. What is your timeframe to purchase? Immediate No hurry
19. If you reside outside California and have inquired about a California based business, what are your relocation plans and timeframe? _____

Signature

Date

Name

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