



PURCHASER / CONFIDENTIALITY AGREEMENT

Vanguard Resource Group
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This BROKER / PURCHASER AGREEMENT is entered into between Vanguard Resource Group. (Hereafter "VR") and the undersigned prospective purchaser (hereafter "PURCHASER") of a business offered for sale through VR. "SELLER" shall refer to any business entity being offered for sale, as well as the principals of such entity. VR and PURCHASER agree as follows:

1. In consideration of VR 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 VR with VR's approval. All inquiries, offers to purchase and negotiations relating to the purchase or lease of any business offered through VR will be conducted exclusively through VR.
2. PURCHASER further agrees not to circumvent or interfere with VR'S contract with SELLER in any way. PURCHASER UNDERSTANDS AND AGREES THAT PURCHASER SHALL BE LIABLE TO VR 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 VR. Further, all transactions shall utilize the services of a licensed independent escrow company located within the county of San Diego.
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 VR. VR 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 VR shall NOT be responsible for the failure to disclose material information related to the purchase of any business which information is unknown to VR. PURCHASER agrees to indemnify and hold VR 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 VR and its agents shall be limited to the amount of commission actually received. Purchaser understands that financial institutions may pay a referral fee to VR for referring potential clients.
4. PURCHASER understands and agrees that VR is acting as a DUAL AGENT, representing both the PURCHASER and SELLER and has a contract with SELLER providing for a fee to be paid 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. Confidential information does not include any information that is readily available and known to the public. 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 VR 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. VR 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).

DATED: _____

DATED: _____

PURCHASER (PRINT NAME)

Vanguard Resource Group

SIGNATURE AS AGENT FOR PURCHASER
AND INDIVIDUALLY

PURCHASERS TELEPHONE NUMBER

PURCHASER'S ADDRESS

CITY, STATE, ZIP

CLIENT 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. Please fill out this profile sheet and fax it back to us at 858-391-3389. Until we receive your fax with the Client Profile and Non Disclosure Agreement **completed in their entirety**, we are unable to give out specific information. Thanks for your understanding!

Name: _____ Address: _____
City: _____ State: _____ Zip: _____
Home Phone: _____ Work Phone: _____ Cell Phone: _____
Fax Number: _____ E-Mail: _____

Would you relocate for the right business? _____ If not, how far will you travel? _____ (Miles)

How did you first hear about us? (Please be specific) _____ Do you currently own a business? _____

Have you ever owned a business? _____

If you own a business, do you need to sell it before your purchase another business? _____

Are you currently working? _____ What type of work do you currently do? _____

Any special skills, hobbies, etc. that may be helpful in a business? _____

How long have you been looking for a business? _____ How soon do you plan to buy? _____

Are you planning to work in the business you purchase? _____ How many hours per week? _____

What is the MINIMUM amount of INCOME the business needs to make INCLUDING your salary? _____ (Annual Income)

What is the total amount of **Non borrowed funds** you **currently** have for a down payment? _____ (Specific Dollar Amount) What is your estimated NET WORTH? _____

Which specific business interests you?: _____

Please list the other types of business you may be interested in: _____

PLEASE SELECT ONE OF THE CHOICES BELOW

YES! Sign me up to receive email notifications about New Businesses for Sale on the Market. I understand I have the choice to opt out.

YES! Sign me up to receive email notifications about Upcoming Seminars. I understand I have the choice to opt out.

YES! Sign me up to receive email notifications about New Franchise Opportunities. I understand I have the choice to opt out.

YES! Sign me up to receive email notifications for the E-zine Online Newsletter. I understand I have the choice to opt out.

NO THANKS. Please do not sign me up for any email notifications.

VR Associate _____