



International Business Brokerage & Realty Inc.
Buyer Profile /Confidentiality/Non-Circumvention/Fee Agreement

Return To Fax: 305. 675. 0323

No information will be released without the form completed.

Name: _____

Personal Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Personal Ph: (____) _____ **Fax:** (____) _____ **Mobile:** (____) _____

Email: _____ **Best way to reach you:** _____

Present Employer: _____

Business Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Business Ph: (____) _____ **Fax:** (____) _____ **Other:** (____) _____

Do you currently own your own company? ____ **Do you own 100% of your company?** ____ **Position:** _____

Company Name: _____ **Type of Company:** _____

Name of Business making a purchase? _____ **Phone:** (____) _____

Address: _____

Assistant: _____ **Secretary:** _____

Attorney: _____ **Phone:** (____) _____ **Fax:** (____) _____

Address: _____

Accountant: _____ **Phone:** (____) _____ **Fax:** (____) _____

Address: _____

Names & Addresses/Phone of additional Buyers/Partners/Spouse/Relatives:

1. _____ (____) _____

2. _____ (____) _____

3. _____ (____) _____

Geographic Preferences (counties/cities): _____

Expected Gross Revenues: \$ _____ **to** _____ **Rate of Return on Investment wanted:** _____%

Desired Purchase Price Range: \$ _____ **to** _____

Annual Personal Salary Requirement (Pre-Tax Discretionary Cash Flow): \$ _____

Available Risk Cash for Down Payment: \$ _____ Other sources of capital which may be available (family member, investor): \$ _____

You are purchasing as: **Equity Group**___ **Individual**___ **Partnership**___

Are you the sole decision maker?___ **Who else will need to sign on behalf of a purchase?**_____

Amount of financing needed? \$ _____ Collateral to be used: _____

How will you structure the transaction financing? _____

ASSETS	VALUE	LIABILITIES	VALUE
Cash		Home Mortgage	
Accounts/Notes Receivable		Notes Payable	
Businesses Owned (appraised value)		Other Liabilities	
Other Assets		TOTAL LIABILITIES	
TOTAL ASSETS		NET WORTH	

TARGETED INDUSTRIES (please check the following businesses that would be of interest)

1 AGRICULTURE (all)	25 Lumber & Wood Products	50 Durable Goods
2 Animals/Pets	26 Furniture & Fixtures	51 Non-durable
3 Sprinklers	27 Paper & Allied Products	52 RETAIL (all)
4 Nurseries	28 Printing & Publishing	53 Bldg Materials & Garden
5 Landscaping	29 Chemicals & Allied	54 General Merchandise
6 HOTELS & RESORTS	30 Rubber/Miscellaneous Plastic	55 Food Stores
7 BUSINESS SVCS.	31 Leather & Leather Products	56 Convenience Stores
8 AUTO REPAIR	32 Stone, Clay & Glass	57 Food Franchises
9 Parking Garages	34 Fabricated Metal Product	58 Non-Food Franchises
10 Car Washes	35 Industrial Mach/Equipment	59 Restaurants
11 Gas Stations	36 Electronic & Other Elec.	60 Apparel & Accessory
12 Business only with property	37 Instruments & Related	61 Furniture/Home Furnishings
13 AMUSE. & RECRE.	38 Miscellaneous Manufacturing	62 Auto Dealers(new/Used)
14 LEGAL SERVICES	39 TRANSPORTATION (all)	63 Misc. Retail
15 EDUCATION SVCS.	40 Local Passenger	64 MISC. SERVICES
16 CONTRACTORS (all)	41 Trucking & Warehouse	65 Hair Salons/Spas
17 Light Construction	42 Water Transportation	66 FINANCE
18 General Building	43 Air Transportation	67 Banking
19 Heavy Construction	44 Other Transport Service	68 Credit Agencies
20 Special Trade	45 COMMUNICATIONS	69 Insurance Agents, Brokers
21 MANUFACTURING (all)	46 Tel Sales & Service	70 Real Estate
22 Food & Kindred Products	47 Internet	71 Investment Offices
23 Textile Mill Products	48 Software/Hardware	72 Mortgage
24 Apparel/Textile Products	49 WHOLESALE/DIST. (all)	73 OTHER

Work Experience and Education (**attach a resume**): _____

Skills: _____

Other Pertinent Info (special needs/obstructions): _____

We will provide you with a list from which you may choose. Please check which services you will need assistance:

<input type="checkbox"/>	ACCOUNTANT	<input type="checkbox"/>	RESIDENTIAL/MORTGAGE BROKER
<input type="checkbox"/>	BANK	<input type="checkbox"/>	STOCK BROKER
<input type="checkbox"/>	BUSINESS ATTORNEY	<input type="checkbox"/>	TRAVEL/HOTEL ASSISTANCE
<input type="checkbox"/>	FINANCING ASSISTANCE	<input type="checkbox"/>	VISA ATTORNEY
<input type="checkbox"/>	INSURANCE AGENT	<input type="checkbox"/>	OTHER:

Management Style: _____ HANDS ON _____ ABSENTEE _____ MANAGEMENT _____ SOLE PROPRIETOR

Which type of business did you inquire about? _____

At which website did you see it advertised? _____ If you did not call about a particular business, how did you hear about us? _____ Web site: _____

Is there someone for us to thank for referring you? _____

This AGREEMENT is entered into between prospective purchaser ("BUYER") and International Business Brokerage & Realty Inc. ("BROKER").

BUYER agrees to provide the following:

- a. Financial Statement prepared by your accountant or a letter from your bank or stockbroker that you possess the financial capability to perform at the level of your proposed investment
- b. Buyer Criteria completed
- c. Resume (if available)

BROKER will, in the normal course of business and based on BUYER criteria:

- a. Search the marketplace from BROKER'S own listings
- b. Contact other in house agents
- c. Network to other brokers and intermediaries and associations
- d. Research and campaign for additional available business opportunities not currently on the open market

BROKER is a transaction broker with limited fiduciary responsibilities to BUYER and SELLER. BUYER agrees that SELLER is the intended beneficiary of all covenants of BUYER which benefit the SELLER, including without limitation the covenants concerning the use of information disclosed to BUYER.

If you inquired about a listing which we represent, that information will be gladly provided freely; if you request us to further search for you, we have an origination fee of \$2,000 and is to be paid by check to International Business Brokerage & Realty Inc. when you return this agreement to us. Our work product is based on diligence and professionalism with the goal to create a successful transaction. Just as any professional such as an accountant, doctor, or attorney does not provide his professional service for free, neither do we. We work with a limited number of buyers and sellers and give them our devoted time and attention. This fee will engage the broker to search on your behalf for one (1) year. The process of finding a business for a BUYER is a labor intensive process. If we don't have your ideal business currently in our database, we will do a massive search for it. Many times if there is not a business immediately available, we will go out into the general market and solicit an unlisted business. This will entail us gathering the company's information and other necessary documents such as leases, equipment lists and other detailed information on the company's structure and its components, reviewing the financials, and understanding and presenting the company to you. An intensive discussion along of your file is the pre-qualification that gives us the first step in many to begin the long and diligent process of researching and identifying businesses that match your criteria. Along with reviewing these businesses, meeting with you and the sellers, and bringing the due diligence parties together, we will guide and you purchase a business that meets your expectations. There are many hours that are spent in this process. BROKER will acknowledge if a commission agreement with SELLER is in place; in the event there is not a commission agreement, buyer will be offered the BUSINESS with the commission built into the offering price or have the option to pay the commission agreed upon between BROKER and BUYER.

Email: ibbr@internationalbrokerage.net www.internationalbrokerage.net
Office: 305. 663. 3494 9655 S. Dixie Hwy. Suite 119 Miami, Florida 33156 Fax: 305. 675. 0323

BUYER agrees that any CONFIDENTIAL INFORMATION (that which is not available to the general public but which was made available through the SELLER and/or BROKER) received in any format regarding SELLER'S business will be kept in absolute confidence and will not be used to compete with the SELLER, nor be disclosed to any person, excluding those parties specifically involved in the transaction itself (e.g. BUYER'S attorney, accountant, and registered partners). All information and all copies thereof supplied to BUYER by BROKER and/or SELLER shall be turned to SELLER immediately upon request.

BUYER understands and agrees that all dealings concerning any business opportunity presented by BROKER will be handled directly through BROKER and for a period of three (3) years from this date will not deal directly or indirectly with the SELLER without the BROKER'S written consent. BUYER agrees not to contact in any manner whatsoever the SELLER, the corporation, its employees, vendors, creditors, suppliers, accountant, attorney, partners, subcontractors or any other entity who is related to this transaction without the express consent of the BROKER. BUYER acknowledges that BROKER is the broker of procuring cause. Prior to submitting a letter of intent, a purchase agreement, or in the event that BUYER intends to enter into a relationship with SELLER in any manner whatsoever, BUYER will place the a good faith deposit equal to twelve percent of the offering price into an escrow account with BROKER'S attorney (ESCROW AGENT) as a credit towards the purchase price. This document will be a part of and reference to any definitive agreement between BUYER and SELLER.

In the event that BUYER violates this confidentiality agreement in any manner whatsoever, or gives misleading information regarding his financial capabilities or his intentions to purchase, then BUYER will compensate BROKER the full commission on the SELLER'S listing price, or \$50,000, whichever is greater, in full in the cashier's check within three (3) days of BROKER'S written request and both BROKER and SELLER shall be entitled to any and all remedies provided by law, including but not limited to legal fees to the trial and appellate levels, injunctive relief and damages.

This Contract shall be governed by the laws of the state of Florida. Section 475.42(1) (j) of the Florida Statutes grants BROKER, at SELLER'S expense, the right to place any appropriate lien and encumbrance on the BUSINESS or real estate or both necessary to collect any compensation and this shall be the necessary authorization and consent as is required by the Statute. SELLER further grants BROKER a security interest under the Florida Uniform Commercial Code in and to all furniture, fixtures, equipment, inventory, accounts receivable and general intangibles of the BUSINESS as security for such COMMISSION or for COMMISSIONS due in the future arising out of any option which a BUYER may subsequently exercise, and authorizes BROKER to file this AGREEMENT as a financing statement to perfect such security interest. The parties hereby consent to personal jurisdiction and venue, for any action arising out of a breach or threatened breach of this Agreement in the Circuit Court in and for Miami-Dade County, Florida. Any action brought by either BROKER OR SELLER, alone or in combination with others, whether arising out of this Agreement or otherwise, shall be determined by a Judge sitting without a jury.

BUYER agrees that BROKER will not independently warrant or represent the accuracy of any information provided by BUYER or the SELLER. All data on business opportunities are provided for information purposes only. BUYER acknowledges that BUYER is hereby advised to seek the independent counsel of an attorney and/or an accountant to verify any and all information supplied to BROKER by SELLER and to examine any and all applicable documentations relevant to the transaction. SELLER information provided to BUYER is subject to change without notification.

By any means returned, this document with original or electronic signatures or a copy of it, BUYER agrees that the information he has provided is a true and accurate representation of himself, his intentions and capabilities in which to purchase a business and agrees that this document may be submitted to SELLER for approval of confidential information released and any copy of this is a legally binding document. If BUYER is fraudulent in his intentions, capabilities or representation of himself, BROKER may use this document as an instrument to secure his brokerage fee. BUYER acknowledges receiving a copy of this signed Agreement with signatures.

International Business Brokerage & Realty Inc. (BROKER) , President

BUYER PRINT Name: _____ BUYER Signature: _____
Information provided above is authorized representative of and on behalf of partners/group/corporation/principals, both jointly & severally

Corporation: _____ Address: _____

Buyer #2 Signature: _____ Date: _____

Choosing the right broker helps determine the success in buying or selling a business.

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