



PARAGON BROKERS

1521 N. COOPER ST. , Suite 200
ARLINGTON, TX 76011
Phone: (817) 983-2605
Fax (817) 460-4433
info@paragonbrokersus.com

Buyer Profile Information

Date: x _____

Name: _x _____

Address: _____

Phone: _____ Fax: _____ Cell: _____

Spouse's Name: _____ Spouse's Occupation: _____

Number of Children: _____ E-Mail Address: _____

EDUCATION/WORK EXPERIENCE:

Education: _____

Special Training: _____

Current Employment: _____

Briefly Describe Your Work Background: _____

FINANCIAL:

What is your target income? _____

What is your target down payment? _____

What is your target investment limit? _____

How liquid are these funds? _____

How do you plan to finance this business? _____

BUSINESS INTERESTS:

Types of businesses interested in: _____

RETAIL SERVICE MFG COIN-OP WLSALE/DIST REST BAR/LOUNGE OTHER

Previous business experience: _____

Type of businesses owned: _____

Do you want to supplement or replace your current income? _____

How much involvement do you plan to have in the business? Full Time Part-Time Investor

Who besides you will be making the decision? _____

Partner #1: _____ Phone: _____

Partner #2: _____ Phone: _____

How quickly would you like to acquire a business? _____

How long have you been looking? _____ Are you in a position to make an offer now? _____

If Not, please explain: _____

FINANCIAL INFORMATION:

ASSETS:

LIABILITIES:

Cash on hand and in bank _____

Notes Payable to Banks _____

Notes & Accounts Receivable _____

Real Estate Mortgage

Real Estate _____

& Assessments _____

Stocks and Bonds _____

Other Debts _____

Miscellaneous _____

Total Assets _____

Total Liabilities _____

Net Worth (Total Assets less Liabilities) _____

Monthly Household Living Expenses _____

Additional Annual Income:

SELF

SPOUSE

Source of Continuous Income

Salary

Bonus & Commissions

Dividends & Interest



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CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement is signed this date by the undersigned "Buyer" in order to induce Paragon Business Brokers to show Buyer the "Business" (es) described on the associated MEMO RECORD OF SHOWING and to induce Broker to furnish pertinent information about such Business (es) so that Buyer may determine whether Buyer is interested in considering for purchase, acquisition, merger, or integration the Business upon such terms as may be negotiated. As used herein "Broker Group" (shall mean Broker and its agents, employees, officers, directors, shareholders, co-brokers, representatives, independent contractors, and affiliates. As used herein, Buyer shall mean individually, as a member of a partnership, as an employee, stockholder, officer or director of corporation or as an agent, consultant, or advisor or any similar capacity for or to any business entity.

In consideration of Broker or Seller furnishing certain information on the above Business to Buyer for Buyer's evaluation and possible purchase of said Business, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer understands, agrees, represents and warrants to Broker and to Broker Group and to Seller as follows:

1. Buyer acknowledges and understands that Broker is representing the Seller of the Business described above and that Broker's duties, loyalties and faithfulness are owed to the Seller, and Broker must inform the Seller of all important information Broker knows which might affect Seller's decisions concerning the sale of the Business. Buyer further acknowledges that Broker advises that if real property is involved in any purchase, Buyer should have the abstract covering the property examined by an attorney of Buyer's own selection and/or that Buyer should be furnished with or obtain a policy of title insurance; have appropriate environmental testing performed to assure environmental compliance. Buyer understands and agrees that Broker Group WILL NOT PROVIDE ANY LEGAL, ACCOUNTING, OR TAX ADVICE to Buyer and will NOT provide any related services to Buyer acting as licensed attorneys, accountants, or tax advisors. Buyer further acknowledges and agrees that the Independent Contractor, shown below, is not an employee or representative of Broker and has no authority to commit or bind Broker on any matter and this agreement is not binding on Broker until signed by an office of Broker. When this Agreement is signed, it shall constitute the joint and several, personal, and individual obligation of each Buyer signatory hereto.
2. Buyer represents and warrants to Broker that the information furnished by Broker Group to Buyer has not been made available to Buyer by any other person or legal entity. Buyer acknowledges that this information is being furnished only upon the terms described herein based upon Buyer's representations and warranties herein. Buyer further acknowledges and warrants that this information will not be disclosed to any other person, except Buyer's accountant, lawyer, and financial consultant who may be furnished such information for the purpose of advising Buyer as to the structure of any proposed purchase of the Business and Buyer accepts full responsibility for assuring full compliance with all provisions of this Agreement by any third party to which Buyer discloses any such information and for any harm to the Seller or to Broker from any breach of this Agreement. Buyer hereby releases, indemnifies and holds harmless Broker Group and Seller from any and all claims or actions arising from Buyer's acts or failures to act in pursuing the possible purchase of the Business, including, without limitation, reasonable attorney's fees and other expenses incurred by Broker.
3. Buyer represents, warrants, and agrees that Buyer will not, for a period of two (2) years from today's date, enter into any agreement, (herin defined as an offer to purchase, a letter of intent, or any similar document), for the optioning, lease, exchange, or purchase of the Business, (or any related parent, peer, business), its capital stock or assets, or any portion thereof, either as an individual, member of partnership, officer, director, employee, or stockholder of a corporation, or in any other capacity, (nor will Buyer assist or promote in any way anyone else entering into such an agreement), unless said agreement contains a provision wherein the parties thereto acknowledge that Broker Group is the procuring cause of such agreement and Broker is the only person or legal entity entitled to the Professional Service Fee, (herein called "Fee"), based on the total purchase price or minimum Fee as originally agreed upon by Seller. Further, if said purchase agreement does not provide for the payment of said Fee to Broker by Seller, or if Fee is not paid by Seller, Buyer agrees to be liable for and pay same on demand without any obligation of Broker's part to first exhaust legal remedies against Seller.
4. Buyer acknowledges and understands that as used herein the term "purchase price" shall mean any and all amounts of money or other consideration paid or conveyed to Seller or retained by Seller or for Seller's benefit, including without limitation, cash, stock, notes, real property, leases, lines of credit, loans, or contingent payments. (e.g. license agreements, royalty agreements, option agreements, capital investments, assumption, or discharge or relief of personal guarantees, all liabilities and/or other obligations included with the sale, retained by the Business or assumed by Buyer, value of assets retained by Seller that were included in the Listing Sale Price and/or any combination of these or other considerations.
5. Buyer further represents that Buyer has sufficient financial resources to purchase this Business upon the terms and conditions set forth herein. Buyer agrees to provide, upon request by Broker or Seller, financial statements, references or other information evidencing such financial sufficiency.

Date: X _____

Initial(s) X _____

6. Buyer agrees to hold this information in strict confidence and not introduce himself/itself to Seller or Seller's employees, customers, suppliers, Franchisor, or agents, (nor will Buyer assist or promote in any way anyone else with any form of introduction), without prior written consent of Broker and should Buyer, upon examination choose not to proceed further in an acquisition, Buyer agrees to promptly return to Broker, (without reproduction in whole or in part), all documentation loaned to Buyer by Broker or by Seller. Buyer further agrees that it will not attempt to hire any of the Business's employees nor interfere, damage, or cause harm, in any way or manner, to the Business using knowledge acquired under this Confidentiality Agreement.
7. Buyer acknowledges and understands that any information is received subject to change, error, or withdrawal of offering without notice. This representation of Buyer shall cover any additional information as to the above described Businesses, or any other businesses, furnished to Buyer by Broker whether orally or in writing and it shall not be necessary for the undersigned to execute any additional agreements to that effect.
8. Buyer acknowledges and agrees that Broker Group has made no independent investigation or verification of information or material furnished to Buyer, that statements may be presented concerning a matter of opinion, whether or not so identified, these are only statements of opinion, and that Broker Group shall not be liable or accountable for its accuracy and that any and all representations and warranties shall be made solely by the Seller in a signed purchase agreement and then be subject to the provisions thereof. Further, Buyer hereby expressly releases, discharges, and holds harmless Broker Group from any and all Business and Buyer hereby accepts sole and final responsibility for the evaluation of such information or material or physical or other assets or price of the Business whether furnished by Broker Group or by Seller or Seller's representatives and Buyer further hereby accepts sole and final responsibility for any price offers made by Buyer. Further, the undersigned Buyer acknowledges the responsibility to perform a due diligence at his or her own cost and expense prior to any acquisition.
9. Buyer acknowledges and agrees that all sums due and the performance and construction of this Agreement shall be in x and shall be governed by the laws of the State of Texas. The parties agree that any claims or controversy regarding this Agreement shall be most conveniently and economically resolved in x , and therefore, the parties agree that any claim or action brought for enforcement, interpretation, or damages under this Agreement shall be brought only in x and parties agree to forbear from filing a claim in any other jurisdiction.
10. This Agreement shall be binding upon Buyer, Buyer's heirs, executors, assigns, administrators or representatives. If any provision of this Agreement shall be held to be invalid, void, or unenforceable, the remaining provisions hereof shall remain in full force and effect and this Agreement shall be construed as if such invalid, void, or unenforceable provision had not been contained herein.
11. This Agreement sets forth the entire agreement and understanding between Buyer and Broker and cannot be modified, amended, supplemented, or rescinded except with written consent of Buyer and an officer of Broker, Buyer and Broker hereby agree that a facsimile copy of this Agreement will be deemed an original for all purposes, and each party hereby waives the necessity of providing the original copy of this Agreement to bind the other.

X

 Print Name of Buyer
 Representative

X

 Buyer's Signature (Individually and as Duly Authorized)

X

 Address

 DATE

X

 City State Zip

 Phone Cell E-Mail

 Representative /Independent Contractor Paragon Business Brokers



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Agency Disclosure to Buyer

As a prospective buyer, you should understand that as Business Brokers, we represent and are paid by the sellers who have employed us to sell their businesses. We are obligated by law to act primarily for the seller's, (our client's), benefit.

We also however, want you to know that it is our policy as well as a legal requirement that we treat you honestly and fairly. We can provide you with valuable market information on businesses that we offer for sale, education in the business buying process, and assistance in marketing a business. There are also some other ways we can help you:

1. We will show you businesses that are listed with our firm, helping you to understand how businesses are priced. We will also offer you a choice of businesses to consider purchasing.
2. We will disclose to you all material and relevant facts we know about the businesses we have available. We can explain to you the information as it has been presented to us by the seller. As a potential buyer, however, it is important that you realize that past performance of the business is not a guarantee of future performance. How well the business does in the future is the responsibility of the new buyer.
3. We will promptly submit all of your offers as instructed by the seller. We will promptly transmit all of the seller's responses back to you.
4. As Business Brokers, we are not qualified to advise you on legal, tax, or accounting matters. We can, however, guide you through a transaction. We will provide you with information on how to engage attorneys, accountants, and other professionals who may be of assistance to you.
5. We offer businesses for sale without regard to race, creed, or sex of the person involved.

It is our goal to treat you fairly and with the highest level of ethical competence. We encourage your questions regarding our roles and responsibilities.

 X
Buyer Signature

 X
Print Name

 X
Date

Buyer Signature

Print Name

Date



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Memo Record of Showing

The undersigned prospective purchaser(s) (the "Buyer") hereby requests confidential information, currently and from this time forward, of businesses represent by Paragon Business Brokers Buyer hereby acknowledges that Paragon Business Brokers first provided such information to the Buyer. In consideration of Paragon Business Brokers having provided such information, the Buyer hereby agrees:

- 1) Not to divulge such information to others, except to secure professional advice and counsel; and
- 2) To conduct ALL further inquiries into the business opportunities listed below exclusively through the offices of Paragon Business Brokers ;and
- 3) All information provided to the Buyer is for confidential use and is to be used for the purpose of evaluating a business opportunity as a potential buyer.

The buyer acknowledges that Paragon Business Brokers is acting as agent of the Seller and all fees due Paragon Business Brokers are, and will be the responsibility of the Seller. Any attempt to circumvent Paragon Business Brokers contract or earned fees with the Business shall be actionable at law for tortuous interference with the contract.

Buyer further acknowledges that all information and materials on each business opportunity provided by Paragon Business Brokers have been provided to Paragon Business Brokers by the Seller of the business. The Seller believes the information to be true and accurate; however accuracy is not guaranteed and all information should not be considered complete. Paragon Business Brokers, its agents and Brokers are not qualified to and will not give: accounting, legal, or tax advice. While statements may be presented concerning a matter of opinion, whether or not so identified, these are only statements of opinion Paragon Business Brokers makes no representations or warranties, of any kind, expressed or implied, regarding the information provided to Buyer.

IT IS THE BUYER’S RESPONSIBILITY TO CONFIRM ALL MATERIAL AND RELEVANT INFORMATION PERSONALLY!

Businesses Shown:

- 1. _____
- 2. _____
- 3. _____

RECEIPT OF A COPY AND ACCEPTANCE OF THE TERMS OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED AND CONFIRMED.

 X
Buyer Signature

 X
Buyer Signature

Print Buyer’s Name(s):X_____

Authorized Paragon Business Brokers: _____ Date: X_____