

Dogwood Business Brokers & Advisors, LLC

Confidential Buyer Information Form
For Internal Use Only

IMPORTANT INFORMATION FOR BUYERS

Dogwood Business Brokers & Advisors, LLC represents sellers of quality businesses.

Our client agreement requires us to obtain certain qualifying information from buyer prospects before we can disclose the name and location of our clients. Please attach any additional information that you feel is appropriate including resumes, acquisition search criteria, financial statements and/or financial references.

This information is essential to accurately match a buyer's acquisition criteria with wide range of selling situations marketed by DBBA. Please complete each part of this form and return it to DBBA to obtain disclosure information on a selling situation.

No financial information will be released to a potential buyer without receipt of a fully executed Confidentiality Agreement and evidence of financial capacity.

1. Name and mailing address:

Home Company

First & Last Name

Title

Company

Mailing Address

City State Zip

Country Postal Code

2. Contact numbers:

Home _____

Home Fax _____

Office _____

Office Fax _____

Mobile _____

Pager _____

E-mail _____

www URL _____

3. Buyer category: Corporate Individual Investment Group Venture Capital

4. How did you hear about Dogwood Business Brokers & Advisors, LLC?

- Newspaper ad
- Yellow Pages
- The Internet
- Mail
- Referral

Other _____

5. Which other intermediaries / brokers are you currently working with? (to avoid duplication)

Dogwood Business Brokers & Advisors, LLC

919 229 4230
www.dogwoodbba.com

12417 falls of neuse rd.
wake forest, nc
27587-9216

6. For corporate buyers: Private corporation? _____ How many shareholders? _____
 Public company? _____ Stock exchange: _____ Symbol: _____
 (Please enclose latest 10-K or 10-Q report)

Years established: _____ How many acquisitions in the past 5 years? _____
 Describe main products or services:

Gross Sales \$ _____ Net Earnings \$ _____ Shareholders' Equity \$ _____	Cash budgeted for an acquisition: \$ _____
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Duns Number or financial reference: _____
 Contact Name: _____ Telephone: _____

6b. For individual buyers:

CURRENT EMPLOYMENT: _____
CAREER BACKGROUND: describe career to date, positions held, companies, years

EDUCATION: _____

Have you ever owned your own business? Yes No Type: _____

7. Financial Statement (must be completed to obtain seller information)

<u>Assets</u>		<u>Liabilities</u>	
Cash	\$ _____	Notes Payable	\$ _____
Receivables	\$ _____	Mortgages	\$ _____
Real Estate	\$ _____	Other loans	\$ _____
Securities/CD's	\$ _____	Other liabilities	\$ _____
Fixed Assets	\$ _____	Total liabilities	\$ _____
Other	\$ _____		
Total Assets	\$ _____	Net Worth	\$ _____

Cash available for a transaction \$ _____ Source: _____
 Targeted range of initial investment: min \$ _____ max \$ _____

8. Targeted industries

Please check those Standard Industrial Classification (SIC) categories which would be of interest

AGRICULTURE

MINING

- 10 Metal Mining
- 11 Anthracite Mining
- 12 Bituminous Coal & Lignite Mining
- 13 Oil and Gas Extraction
- 14 Nonmetallic Minerals, ex. Fuels

CONTRACTORS

- CONSTRUCTION: (ALL)
- 15 General Building Contractors
- 16 Heavy Construction Contractors
- 17 Special Trade Contractors

MANUFACTURING

- MANUFACTURING: (ALL)
- 20 Food & Kindred Products
- 21 Tobacco Manufacturing
- 22 Textile Mill Products
- 23 Apparel & Textile Products
- 24 Lumber & Wood Products
- 25 Furniture & Fixtures
- 26 Paper & Allied Products
- 27 Printing & Publishing
- 28 Chemicals & Allied Products
- 29 Petroleum & Coal Products
- 30 Rubber & Misc. Plastic Prods
- 31 Stone, Clay, & Glass Products

- 34 Fabricated Metal Products
- 35 Machinery, exc. Electrical
- 36 Electr. & Electronics
- 37 Transportation Equipment
- 38 Instruments & Related Products
- 39 Misc. Manufacturing Industries

TRANSPORTATION

- 40 Railroad Transportation
- 41 Delivery Services
- 42 Trucking and Warehousing
- 46 Pipelines, exc. Nat. Gas
- 47 Services
- 48 Radio, TV, Telecommunication
- 49 Electric, Gas, Sanitary Svc.

WHOLESALE/DISTRIBUTION

- WHOLESALE/DIST. (ALL)
- 50 Durable Goods
- 51 Non-durable Goods

RETAIL

- 52 Bldg. Materials & Garden Supplies
- 53 General Merchandise Stores
- 54 food Stores
- 55 Auto Dealers & Svc. Stations
- 56 Apparel & Accessory Stores
- 57 Furniture/Home Furniture Stores
- 58 Eating & Drinking Places
- 59 Misc. Retail

FINANCE

- 60 Banking
- 61 Credit Agencies
- 64 Insurance Agents, Brokers & Svc.
- 65 Real Estate
- 67 Holding & Other Investment Offices

HOTELS, RESORTS

- 70 Hotels & Other Lodging Places

SERVICES: PERSONAL

- Personal Services (All)
- 72 Car Washes, Laundromats

SERVICES: BUSINESS

- 73 Business Services
- 75 Auto Repair, Services & Garages
- 76 Misc. Repair Services
- 78 Motion Pictures
- 79 Amusement & Recreation Services
- 80 Health Services
- 81 Legal Services
- 82 Educational Services
- 89 Misc. Services

OTHER _____

Describe nature of ideal business to be acquired:

9. Financial parameters

Annual sales: Minimum \$ _____ Maximum: \$ _____

Minimum pre-tax earnings \$ _____ Minimum cash flow \$ _____

Describe anticipated terms of deal: _____

10. Management Preference

Will replace top management _____ Competent top management should remain _____

11. Geographic Preferences Priorities for location of business to be acquired:

1.	
2.	
3.	

12. General Non-Disclosure and Confidentiality Agreement

This Agreement is made and entered into between the undersigned individually and on behalf of undersigned's business entity, its officers, directors, partners, shareholders, employees, agents and advisors (**collectively "Reviewer"**) and Dogwood Business Brokers & Advisors, LLC, a North Carolina limited liability company ("DBBA") for the benefit of DBBA and any subject business entity presented by DBBA as a potential acquisition candidate, referenced as Seller ("**Seller**").

Whereas Reviewer may request information from DBBA and a Seller for the purposes of investigating a possible acquisition through the purchase or transfer of assets, stock, partnership interests or otherwise, merger or joint venture involving all or part of the business interests owned by a Seller. Therefore, in consideration of the mutual promises and covenants contained herein, and to induce the release of information by Seller and DBBA, Reviewer agrees as follows:

1. Reviewer will not disclose any information obtained hereunder, or in the course of its investigations of the business interests of a Seller, or any person or organization not so authorized in writing, or make known to others by disclosure or confirmation, that Seller or any portion of its assets or ownership interests are for sale.
2. Reviewer shall not reveal this information to any broker, intermediary, lending institution, prospective equity partner, or other source without the specific prior written approval of DBBA. Reviewer shall not contact a Seller, its banker, accountant, attorney, employees, suppliers, competitors, customers or others who might have information concerning Seller for any purpose whatsoever (including the hiring of Seller's employees) without the prior written authorization of DBBA. The existence, extent and nature of this Agreement shall be fully disclosed to all individuals at such time they receive information hereunder and who shall thereafter be equally bound by the provisions hereof.
3. This Agreement applies to all information received by Reviewer from or on behalf of a Seller at any time which is not available to the general public. All information provided pursuant to this Agreement shall be deemed confidential and valuable and constitutes the proprietary trade secrets of Seller. Unauthorized disclosure of said information, even without intent to harm, shall cause substantial and irreparable damage to DBBA and Seller. All information provided to Reviewer shall be used for the sole purposes set forth hereinabove and shall not at any time, or in any manner, be utilized for any other purpose. At such time as its review and investigation of Seller are completed, or upon request of DBBA, Reviewer shall promptly return all information, in whatever form, without retaining copies, summaries or extracts thereof.
4. Neither DBBA or Seller makes any representation or warranty, express or implied, as to the truth, accuracy or completeness of any information provided to Reviewer under this Agreement. Any and all representations and warranties shall be made solely by Seller in a signed acquisition agreement or purchase contract and then be subject to the provisions thereof. Reviewer assumes full responsibility for its reliance upon such information and expressly waives all rights of recourse, if any, against DBBA for Reviewer's reliance thereon.
5. In the event of a dispute among the parties hereto, the prevailing party, in addition to the award of damages or any other remedy (including, as necessary, to ensure the confidentiality of Seller's information and trade secrets, injunctive relief), shall be entitled to recover its attorney fees and other reasonable costs incurred in enforcing this Agreement.
6. Reviewer understands and agrees Seller is an intended third party beneficiary of this Agreement and as such is entitled to enforce any breach hereof in Seller's own name. Reviewer understands and agrees it will not knowingly take any action such as will interfere with or adversely affect the rights of DBBA and/or Seller under any fee (or compensation) or other agreements.
7. The respective obligations of the parties under this Agreement shall survive for a period of **three (3) years** following the date hereof. Reviewer, in executing this Agreement, acknowledges DBBA is acting solely and exclusively as an agent for the Seller and therefore owes Seller its undivided loyalty, confidentiality and full disclosure.

I have read, and agree, and accept the terms of this General Non-Disclosure and Confidentiality Agreement, and further certify that the information in this Confidential Buyer Information Form is accurate as of the date of this document and I authorize DBBA to verify such information through such reference and background checks as its client may require.

REVIEWER:

(Print name)

Date

Signed

Title

DBBA Associate