

**Patterson Woods and Associates**  
**NONDISCLOSURE**  
**CONFIDENTIAL BUYER PROFILE**

---

Thanks for your inquiry.

Summary business details are available on our web site [www.pattersonwoods.com](http://www.pattersonwoods.com) under "Businesses"

**We utilize standardized business profile software. Each Business Profile includes detailed historical and general information about the business. In addition, we normally include three year-end financial statements, verifiable cash flow to owner, price and terms of sale, and justification that the price being asked is feasible and realistic.**

**All buyers are required to provide minimal information about their financial capability, and business experience and sign a nondisclosure agreement before they receive any specific written confidential information about a business.**

When you want the exact location and name of the business as well as written financial information fax, send or email the following completed nondisclosure agreement and buyer profile. We are unable to give you specific information as there would be no written record for our owners indicating our involvement with you nor do we know that you understand that the employees are not aware of a possible sale. It might be beneficial to complete our documents even if you don't see exactly what you want at this time as we might be of service to you at another time. We're in the business of matching people, so knowing what you have in mind might trigger an activity, which might never have happened without me knowing your particulars.

Please sign and have someone witness your signature then **SEND, EMAIL OR FAX** the documents to **(302) 622-3535, attention "Joseph Latina" or Email to [jlatina@pattersonwoods.com](mailto:jlatina@pattersonwoods.com)**

Please understand that your signature on this agreement shall be tantamount to and act as your binding signature. More detailed information will follow upon receipt of the completed documents by me.

Thank you for your understanding and cooperation. Consider that someday you might wish to have someone sell your business in confidence.

---

**The information provided by you will not be released TO ANYONE without your prior approval.**

---

**Joseph Latina**

*Patterson Woods Commercial Properties*

**3801 Kennett Pike, Greenville, DE 19807**

*Greenville Office:* **(302) 622-3512 Fax: (302) 622-3535 Out of state (800) 220-2738**

*Private Confidential Fax:* **(302) 622-3542**

*Web Pages* [www.pattersonwoods.com](http://www.pattersonwoods.com) (Click on Businesses)

*Internet: Email:* <mailto:jlatina@pattersonwoods.com>

*Patterson Woods Commercial Properties*  
NON DISCLOSURE AGREEMENT

**THIS** Agreement is made this \_\_\_ day of \_\_\_\_\_, 2005, by and between ("Buyer"), hereinafter identified by signature to this agreement and **PWA ACQUISITION PARTNERS** ("Agent"), and the ("Owner") identified herein, or by a reference in the **BUSINESS(ES) DISCUSSED** below.

**WHEREAS**, Buyer is preparing to investigate the purchase of a business and to buy, lease, rent, or come into possession of the premises of the business listed herein; and

**WHEREAS**, Buyer and his representative(s) are to receive preliminary financial information and will further inspect the books and records of Owner and other information regarding the business and associated premises; and

**WHEREAS**, the parties intend hereby to make provisions for all information obtained by Buyer in connection with the negotiations for the purchase or lease and to remain confidential and not to be disseminated in any form or manner whatsoever in any event.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration of One Dollar (\$1.00), the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Buyer agrees that it will treat in confidence all documents and copies, materials and other information which it or its representatives, bankers, nominees, agents, counsel or accountants shall have obtained or made, at the time of its submission by Owner or Agent, during the course of the negotiations.

2. In the event Owner and Buyer are unable to reach an Agreement as to the specific terms of the purchase or lease, it is agreed that Buyer shall promptly return, upon demand, any documents, materials or other information acquired during the negotiations, together with any copies thereof, after which time Buyer shall continue to treat in confidence for the term herein all such documents or copies, materials and other information which it or its respective representatives, bankers, nominees, agents, counsel or accountants shall have obtained or made regarding the Owner's customers and business during the course of such negotiations.

3. Buyers shall not be liable for the use or disclosure of any confidential information to the extent that such confidential information is, or through no fault of Buyer, becomes available to the public.

4. Buyer represents, warrants and agrees to protect Agents rights to a commission. Buyer, or any family member or in-law of Buyer, will not enter into any type of agreement on the business (es) or premises listed herein either as an individual, member of a partnership, officer, director, joint venturer, lessee, optionor, employee or stockholder of a corporation, or in any other capacity, unless said agreement contains a provision wherein the parties thereto acknowledge that Agent is the procuring cause of such agreement and Agent is the only broker entitled to a commission based on the published percentage of the total sales price then in effect. Buyer agrees that if Buyer interferes with the Agents contractual rights and said purchase agreement does not provide for the payment of said commission then, Buyer agrees to be personally liable for and pay same on demand without any obligations of Agent to exhaust legal remedies. **IN THE EVENT THE BUYER MAKES THE PURCHASE THROUGH AGENT; BUYER IS NOT LIABLE FOR THE COMMISSION.**

5. Buyer further represents and warrants that Buyer has provided the agent accurate financial information on the buyer's resources.

6. Buyer agrees to provide, upon request by Agent, a detailed personal and/or corporate financial statement.

7. Buyer is to conduct all inquiries about the business (es) listed following as **BUSINESS (ES) DISCUSSED**, exclusively through Agent who is acknowledged as being the agency first providing such information.

8. Buyer further agrees not to make an introduction to the Owner on the first unattended visit nor directly or indirectly contact the Owner without written permission of Agent. Buyer agrees that it will not directly or indirectly contact any of the employees, creditors, suppliers, or competitors of the business named for the purpose of either obtaining information on the business and real estate discussed or letting employees, creditors, suppliers or competitors know that the **BUSINESS (ES) DISCUSSED** is for sale without written permission of Agent.

9. Buyer acknowledges by signing this agreement that the Agent, **by law, is required to maintain all information provided to him by you in strict confidence, must treat all parties fairly and must be honest in his dealings regarding the subject business(es) below.** He is allowed to help you prepare an offer or provide other information as you may require except any information on the price or terms the owner might accept.

10. The Buyer has been advised by the Agent to seek legal advice prior to the execution of any documents concerning the purchase of the business and associated real estate.

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

11. The information to be received is subject to change, error or withdrawal of offering without notice this notice shall also apply to any additional information requested and it shall not be necessary for the undersigned to execute any additional agreements to acknowledge this notice.

12. The undersigned acknowledges and understands that Agent has made no independent investigation or verification of any such information or material furnished to Buyer and Agent shall not be liable or accountable for its accuracy. Even though the sources of the information provided to the Buyer **may appear** reliable, the undersigned acknowledges and understands that Agent makes **no warranties or representations** concerning the accuracy of such information.

13. Buyer's obligation hereunder shall terminate **two (2) years** after receipt of confidential information by Buyer from Owner or Agent.

**GENERAL PROVISIONS**

I. **Enforceability:** It is the desire and intent of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws in which enforcement is sought. If Agent is required to retain the services of an attorney to enforce any provision of this agreement, Buyer agrees to pay the reasonable fees of such attorney, in addition to all other amounts due. All sums due and obligations are performable in Wilmington, Delaware, where venue shall lie.

II. **Entire Agreement:** This agreement contains the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements or understandings among the parties. This agreement may be amended only by an agreement in writing signed by all parties.

III. **Headings:** The section headings contained in this agreement are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this agreement.

IV. **Counterparts or Facsimile Copy:** This agreement or a facsimile copy may be executed in any number of counterparts, and each such counterpart or facsimile copy hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

V. **Validity of Specific Provisions:** In the event a specific provision of this agreement, or any portion hereof, is determined to be invalid by statute or administrative or Judicial Decision, the remainder of this agreement shall not be affected by any such determination and shall continue in full force and effect as provided herein.

IN WITNESS WHEREOF, the parties hereto have placed their hands on the date and year first below written.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BUYER

DATED: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME

MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE:(day)(\_\_\_\_\_) \_\_\_\_\_ PHONE:(Eve)(\_\_\_\_\_) \_\_\_\_\_

FAX: (\_\_\_\_\_) \_\_\_\_\_ Email (\_\_\_\_\_) \_\_\_\_\_

*Joseph S. Latina*

For: Patterson Woods Commercial Properties

Patterson Woods Commercial Properties

CONFIDENTIAL BUYER PROFILE

**NOTE: NO LOCATION/INFORMATION PROVIDED W/O THE FIVE ASTERISK ITEMS**

This form is best completed in its entirety prior to an appointment for a personal interview so that we may help you achieve your goal.

PERSONAL

**\*\*Name:** \_\_\_\_\_

U.S. Citizen  yes  no \_\_\_\_\_ other

Day Phone: (\_\_\_\_\_) \_\_\_\_\_ Night Phone: (\_\_\_\_\_) \_\_\_\_\_

Marital Status: M: \_\_\_\_\_ D: \_\_\_\_\_ S: \_\_\_\_\_ Spouse's Name: \_\_\_\_\_

Children's Age(s) \_\_\_\_\_

Education: \_\_\_\_\_

Other Business Training or Education: \_\_\_\_\_

Current Business or Employer: \_\_\_\_\_

How Long: \_\_\_\_\_

Responsibility: \_\_\_\_\_

Now Earning: \$ \_\_\_\_\_ Spouse: \$ \_\_\_\_\_

BUSINESS BACKGROUND

**\*\*Owned a Business (Describe):** \_\_\_\_\_

**\*\*Experienced In:**  Retail  Manufacturing  Service  Distribution  Other

PROFILE OF DESIRED BUSINESS(ES)

TYPE:  Retail  Mfg.  Service  Food  Liquor  Automotive  Business to Business  Other: \_\_\_\_\_

Location: \_\_\_\_\_ 1st Choice: \_\_\_\_\_ 2nd Choice: \_\_\_\_\_ 3rd Choice

Desired Time Frame to Acquire: \_\_\_\_\_ Days \_\_\_\_\_ Months \_\_\_\_\_ Years

Search Time to Date: \_\_\_\_\_ Days \_\_\_\_\_ Months \_\_\_\_\_ Years

Businesses Looked At: 1. \_\_\_\_\_ 2. \_\_\_\_\_  
3. \_\_\_\_\_ 4. \_\_\_\_\_

If Known, Desired Yearly Sales: \$ \_\_\_\_\_ **\*\*Min. Cash Flow \$** \_\_\_\_\_

Multiple Units:  Yes  No Turn Arounds (Businesses that show no cash flow)  Yes  No

You are Available:  Full Time  Part Time \_\_\_\_\_ Hours Per Week

Family Members To Be involved:  Yes  No Who (Specify): \_\_\_\_\_

Further Comments to help us help you: \_\_\_\_\_

YOUR FINANCIAL INFORMATION

**\*\*Your Net Worth: \$** \_\_\_\_\_ Partners or Backers: \$ \_\_\_\_\_

Your Maximum Amount Available To Buy A Business: \$ \_\_\_\_\_

Source Funds: Borrowed \$ \_\_\_\_\_ **Cash : \*\*\$** \_\_\_\_\_

**NOTE:** *Items with **\*\*** Are required. No information/location will be provided without these five items.*

The undersigned certifies that the above information is true and accurate to the best of your knowledge and understands that we will rely on this information without performing any verification. We recommend that you seek professional assistance to the extent you feel is necessary.

**You have read, understand and agree to the above.**

**\*\*Your signature:** \_\_\_\_\_