

**BEAM REAL ESTATE**  
**MERGERS & ACQUISITIONS**

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(PLEASE COMPLETE FORM & SIGN, EITHER FAX OR EMAIL TO ABOVE PROVIDED INFORMATION)

**Buyer's Confidentiality / Non- Disclosure Agreement**

The undersigned ( the "Buyer") understands and acknowledges that **BEAM REAL ESTATE LLC** (The "Broker") has a valid agreement with the owner(s) (the "Seller") of the business and /or property described below (the "business") whereby Broker has been retained, for an agreed upon commission, to represent Seller in the sale of the business. Buyer understands and acknowledges the Broker is acting as the agent of the Seller and that Broker's primary duty is to represent the interests of the Seller. The Business (es) that is (are) the subject of this standard buyer's confidentiality and warrant agreement (the "Agreement") is (are) as follows:

**Description of Business (es) Buyer is inquiring about**

Type: \_\_\_\_\_ Type: \_\_\_\_\_  
Asking price: \_\_\_\_\_ Asking price: \_\_\_\_\_  
City / County: \_\_\_\_\_ City / County: \_\_\_\_\_  
Sales Volume: \_\_\_\_\_ Sales Volume: \_\_\_\_\_  
AD# Number / Listing #: \_\_\_\_\_ AD# Number / Listing #: \_\_\_\_\_

Type: \_\_\_\_\_ Type: \_\_\_\_\_  
Asking price: \_\_\_\_\_ Asking price: \_\_\_\_\_  
Sales Volume: \_\_\_\_\_ Sales Volume: \_\_\_\_\_  
City / County: \_\_\_\_\_ City / County: \_\_\_\_\_  
AD# Number / Listing #: \_\_\_\_\_ AD# Number / Listing #: \_\_\_\_\_

In order to induce Broker or Seller to furnish information regarding the Business (es) (the "Information") to Buyer for Buyer's evaluation and possible purchase of said Business (es) and in consideration for Broker's or Seller's furnishing such information, buyer understands, agrees, represents and warrants to Broker and Seller as follows:

1. The word "Buyer", as used herein, shall mean and include the undersigned individually, as a member of a partnership, as an employee, stockholder, officer or director of a corporation, as an agent, adviser or consultant for or to any business entity and in any other capacity whatsoever.
2. The Information is of a proprietary and confidential nature, the disclosure of which to any other party will result in damage to the Seller and / or Business, and Buyer further represents and warrants as follows
  - (A) The information furnished by Broker or Seller has not been publicly disclosed, has not been made available to Buyer by any party or source other than Broker or Seller and is being furnished only upon the terms and conditions contained in this agreement.
  - (B) Buyer will not disclose the Information, in whole or in part, to any party other than persons within Buyer's organization, including independent advisers / consultants, who have a need to know such information for purposes of evaluating or structuring the possible purchase of the Business. Buyer accepts full responsibility for full compliance with all provisions of this agreement by such other persons.

- (C) Buyer will not disclose, except to the extent required by law, to any parties other than the persons described in paragraph 2(B) above that the Business is available for purchase or that evaluations, discussions or negotiations are taking place concerning a possible purchase
  - (D) Buyer will not utilize, now or any time in the future, any trade secrets, as that term may be defined under statutory or common law, that is / are included in the furnished information for any purpose other than evaluating the possible purchase of the Business, including, without limitation, not utilizing same in the conduct Buyer's or any other party's present or future business (es).
  - (E) In addition to the prohibition against utilizing trade secret(s), Buyer will not utilize any other furnished information for any purpose other than evaluating the possible purchase of the Business, specifically including, without limitation, not utilizing same to enter into and / or engage in competition with the Business or assist or promote any other party(s) in so doing. The foregoing prohibition against utilizing said information in competing with the Business shall remain in effect for three (3) years from the date hereof and shall be applicable to competition within the presently existing marketing area of the Business.
  - (F) If Buyer decides not to pursue the possible purchase of the Business, Buyer will promptly return to Broker all information previously furnished by Broker or Seller, including any and all reproductions of same, and further, shall destroy any and all analyses, compilations or other material that incorporates any part of said information.
3. The Seller of each Business about which a Buyer shall be given information by BEAM REAL ESTATE HAS entered into an agreement providing that the Seller shall pay a fee to BEAM REAL ESTATE IF, during the term of that agreement or within thirty-six (36) months thereafter, the Business is transferred to a Buyer introduced by BEAM REAL ESTATE. Should Buyer, family member or anyone with which Buyer is connected acquire any interest in or become affiliated in a in any capacity with such a Business, Buyer shall protect BEAM REAL ESTATE'S right to a fee from the Seller.
  4. Buyer will not contact the Seller or Seller's employees, customers, suppliers or agents other than Broker for any reason whatsoever without the prior consent of the Broker. All contacts with Seller or such other parties will be made through or by Broker unless otherwise agreed to by Broker, in writing.
  5. The information furnished by Broker has been prepared by or is based upon representation of the Seller and Broker has made no independent investigation or verification of said information. Buyer hereby expressly releases and discharges Broker from any and all responsibility and / or liability in connection with the accuracy, completeness or any other aspects of the information and accepts sole and final responsibility for the evaluation of the information and all other factors relating to the Business.
  6. The information is subject to change or withdrawal without notice and the Business is being offered for sale subject to prior sale or the withdrawal of said offering without notice.
  7. Buyer will indemnify and hold harmless the Broker and Seller from any and all claims or action 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.
  8. Buyer will not, for a period of thirty-six (36) months from the date hereof, enter into any agreement for the purchase of the Business, in whole or in part, or assist or promote any other party in so doing, unless such agreement to purchase provides for commission to be paid Broker, with the commission being defined as the amount agreed upon by Broker and Seller in the "Standard Listing Agreement" or similar agreement between those parties. The phrase "agreement for the purchase of the Business" as used herein, shall mean and include any agreement, specifically including, but not limited to, offers to purchase, letters of intent and similar agreements, that provides for the transfer, conveyance, possession of, or disposition of the Business, its capital stock, assets, or any portion thereof, and the commission amount to be paid

Broker shall be the greater of either the minimum commission or the commission based upon sale price (or purchase price), as these amounts are defined in the aforesaid agreement between Broker and Seller. Further, "sale price (or purchase price)" as used herein shall mean and include the total amount of consideration paid or conveyed to Seller or for Seller's benefit, including, without limitation, cash, capital stock, notes, personal property of any kind, real property, leases, lines of credit, loan, contingent payments (e.g., license agreements, royalty agreements, payments based upon future sales or profits, etc.), employment or management contracts, consulting agreements, non-competition agreements, assumption or discharge of any or all liabilities, and any combination of the foregoing and / or other consideration. The commission amount agreed upon by Broker and Seller in the aforesaid agreement between those parties will be made known to Buyer by Broker, upon the Buyer's request, when and if an agreement for the purchase of the Business is made by Buyer. If Buyer violates the foregoing provision, Buyer will be liable for and pay said commission to Broker upon demand without any obligation on Broker's part to first exhaust any legal remedies against Seller.

9. Buyer represents that Buyer has sufficient financial resources to complete the transaction for the asking price and terms set forth herein. Buyer agrees to provide, upon request by Broker or Seller, financial statements, references and other pertinent information evidencing such financial sufficiency.
10. The performance and construction of this agreement shall be governed by the laws of the State of Texas. All sums due hereunder shall be payable at the office of the Broker in Dallas County, Texas and all parties hereto agree to forbear from filing a claim in any other jurisdiction.
11. This agreement shall be binding upon the Buyer, Buyer's heirs, executors, successors, assigns, administrators or representatives. If any provision of this agreement shall be held to be invalid, void or unenforceable, the remainder of the 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.
12. Any controversy between the parties to this agreement involving the construction or application of any of the terms, covenants or conditions of this agreement, shall on written request of one (1) party served on the other, be submitted to binding arbitration. Such arbitration shall be under the rules of the American Arbitration Association. The arbitrator shall have no authority to change any provisions of this agreement; the arbitrator's sole authority shall be to interpret or apply the provisions of this agreement. The expenses of arbitration conducted pursuant to this paragraph shall be borne by the parties in such proportion as the arbitrators shall decide.
13. The terms and conditions of this agreement shall apply to any other Business and / or property on which Broker has been retained to represent the owner(s) in the sale thereof and on which Broker or Owner(s) has furnished information to Buyer. Further, it shall not be necessary for Buyer to execute any additional agreement(s) to that effect and any terms and conditions of this agreement that refer to the date hereof shall automatically be adjusted to reflect the date on which Broker or owner(s) initially furnished information to Buyer on such other Business and / or property.
14. The provisions hereof cannot be modified, amended, supplemented or rescinded without the written consent of Broker and this agreement sets forth the entire agreement and understanding.
15. BEAM REAL ESTATE may act as a dual agent representing both Buyer and Seller.
16. Buyer acknowledges receiving a copy of this agreement.
17. The undersigned executes this agreement on behalf of Buyer and warrants that he / she is duly authorized to do so.
18. By signing & initialing Buyer is agreeing to the terms & conditions and has full understanding of these provisions.

## Buyer's Agreement

1. Buyer will work through Broker in acquiring above property and / or Business and negotiate the acquisition of above property and / or Business only through Broker.
2. Broker will seek to obtain payment of fees from the Seller, landlord, or their agents specified by separate commission agreement between Broker and Seller, landlord, or their agents. If Buyer violates any of the terms & condition stated hereof, Buyer will pay Broker the amount equal to 10% of gross sales prices of the business (Business only or Business with real estate). Buyer acknowledges that Buyer has a full understanding of this agreement and will abide by the terms and conditions.
3. Buyer agrees and has a full understanding such violation of the terms and conditions by purchaser or any person represent the purchaser in any capacity shall result in the purchaser owing commissions to Beam Real Estate LLC. Of nothing less than 10% of the final sale price. Such persons include, without limitation, Owners, spouses employees, suppliers, and tenants.
4. If a seller, landlord, or their agents offer marketing incentives or bonuses to cooperating brokers, Broker may retain the incentive or bonus in addition to the fees specified above. Buyer is not obligated to pay any such incentive or bonus to Broker.
5. Broker is not a property and/or business inspector, surveyor, engineer, environmental assessor, or compliance inspector,
6. Buyer should seek experts to render such services for any property Buyer seeks to acquire.
7. If Buyer purchases property, Buyer should have an abstract covering the property examined by attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
8. Broker cannot give legal advice. This is intended to be a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this agreement, consult your attorney BEFORE signing.

**I acknowledge that I have received an exact copy of this Agreement and that I have read this Agreement carefully and fully understand it. I agree to be bound by its terms. I understand that violation of any of the terms of this Agreement may cause irreparable harm for which Broker shall be entitled to injunctive relief; together with Broker's damages, including reasonable attorney's fees and court costs for which I agree to be responsible.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Buyer's Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Execution

# BUYER'S INFORMATION

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**\*\*PLEASE COMPLETELY FILL OUT FORM\*\***

1. **NAME:** \_\_\_\_\_

2. **ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

3. **TELEPHONE NUMBER / CONTACT INFORMATION**

**DAY TIME:** \_\_\_\_\_ **NIGHT TIME:** \_\_\_\_\_

**CELL #:** \_\_\_\_\_

**HOME:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

## **QUESTIONNAIRE'S**

1. **What type of business are you looking for?? (Please be specific)** \_\_\_\_\_  
\_\_\_\_\_

2. **How much CASH IN HAND do you have for down payment??** \_\_\_\_\_

3. **When was the last time you checked your credit and do you remember what your score was?? Is there anything on your credit (bankruptcy, foreclosure, lien, etc.) that I should be aware of??**  
\_\_\_\_\_  
\_\_\_\_\_

4. **Do you have experience in this type of business?? If so, how many years?? If not, what type of experience did you have in the past??**  
\_\_\_\_\_  
\_\_\_\_\_

5. **What is your price range??** \_\_\_\_\_

6. **Is there a specific location you are interested??** \_\_\_\_\_

7. **How long have you been looking for a business??** \_\_\_\_\_

8. **Are you looking for a business for yourself?? Do you have any partners involve?? If so who and how many??** \_\_\_\_\_  
\_\_\_\_\_

9. **Is this going to be a 1031 exchange??** \_\_\_\_\_

10. **Any you currently working with any Banks or lenders for you loan??**  
\_\_\_\_\_