

**INSTRUCTIONS for FILLING OUT the CONFIDENTIALLY AGREEMENT:**

1. Print all pages of the document.
  - a. Two (2) pages for Confidentiality Agreement
  - b. One (1) page for Financial Statement.
2. Initial Page 1 of the Confidentiality Agreement at the bottom.
3. Filled out Page 2 of Confidentiality Agreement **completely**. Sign and date at the bottom. It is very important to fill in ALL lines of the agreement. A non-complete or unsigned CA will be sent back.
4. Insert the ABB listing/profile number (example: ABB006-111) in the space provided. If you do not have the number please insert the listing price (\$) and description of the business being inquired about.
5. Fill out the enclosed Financial Statement as completely and accurately as possible.
6. You may scan and email or fax all three pages back to me. My contact information is listed below.
7. As soon as I have the document (three pages), I will be in contact to discuss the listing.
8. Should you have any questions, please call my cell.

**American Business Brokers**

Brian J. Barkley  
300 E. War Memorial Drive  
Suite 306  
Peoria, Illinois 61614  
1-309-219-1200 mobile  
1-309-679-1560 office  
1-309-679-1562 fax  
[brian@abbunitedstates.com](mailto:brian@abbunitedstates.com)

**AMERICAN BUSINESS BROKERS  
ATTN: Brian Barkley  
300 E. War Memorial Drive, Suite 306  
Peoria, IL 61614**

**CONFIDENTIALITY AGREEMENT &  
BUYER REGISTRATION FORM  
NON-CIRCUMVENTION AGREEMENT  
Fax: (309) 679-1562**

### **Agreement**

Upon your execution of this Confidentiality Agreement, Brian Barkley of American Business Brokers ("Broker") will deliver to you (the "Potential Buyer"), information on the business or businesses listed below. This information is intended solely for the limited use by Potential Buyer in considering whether Potential Buyer will pursue an offer to acquire the business or businesses. The Information will contain brief, selected information pertaining to the business and affairs of the business and does not purport to be all-inclusive or to contain all of the Information, which a prospective purchaser may desire or require. Neither Owner, Broker nor any of their respective officers, employees or agents makes any representation and no liability of any kind whatsoever is assumed by Owner or Broker with respect thereto.

**The parties agree that the delivery of the information is subject to the following terms, covenants and conditions:**

1. Potential Buyer agrees to treat confidentially the information, whether the information is furnished before or after the date of this letter, together with analysis, compilations, studies or other documents or records prepared by Potential Buyer and its directors, officers, employees, advisors or representatives and financing sources (collectively "Representatives"), to the extent that such analysis, compilations, studies, documents or records contain or otherwise reflect or are generated from such information (collectively, the "Material").
2. Potential Buyer agrees that its Representatives will not duplicate, photocopy or otherwise reproduce the information in whole or in part or otherwise use or permit it to be used in any fashion or manner detrimental to the business or the interest of Owner. That the Material shall be used solely for the purpose of evaluating the proposed acquisition of the business and that such Material shall be kept confidentially by Potential Buyer; provided, however, that any of the Material may be disclosed to such representative who need to know the information contained therein for the purposed described above, it being understood the Potential Buyer shall (a) inform each such representative of the confidential nature of such information and require such representative to treat such information confidentially; and (b) maintain a list of those persons to whom such information has been disclosed, which list shall be presented to Owner or Broker upon request
3. Potential Buyer agrees to indemnify Owner from any loss or damage, which Owner may suffer as a result of their breach of the terms and conditions of this Agreement. In the event of a breach or threatened breach of this Agreement, Owner shall be entitled to all remedies at law and equity, including injunctive relief and if Owner prevails in an action against Potential Buyer shall be responsible for all reasonable attorney's fees and costs incurred by Owner in the prosecution of such action.
4. Potential Buyer agrees to return all Information upon request by Broker.
5. The Materials shall not be deemed to represent the state of affairs of the business or constitute that there has been no change in the business or affairs of the Business since the date of preparation of the Information. Owner does not warrant or represent that the Information is true or correct. You are advised to verify the Information independently. Owner reserves the right to make any change, to add, to delete, or modify the Information or to

withdraw the business from consideration at any time, without notice. The Information is not to be construed as an offer, an expression of intent, an obligation, or as part of any contract or commitment, to sell the Business.

6. Potential Buyer represents and warrants that it has not had any discussion or dealings regarding the business with any other broker, finder or agent other than American Business Brokers and hereby agrees that the obligation to pay any such brokerage commission, except for the compensation due to American Business Brokers, is an obligation of Potential Buyer and agrees that it shall not look to Owner for the payment of any such brokerage commission. Potential Buyer will not contact any employees, suppliers, customers or Owner of the business without prior authorization from Broker.
  
7. For a period of two (2) year beginning on the date of this Agreement, the Potential Buyer agrees not to circumvent this Agreement by attempting to surreptitiously or secretly purchase and/or invest in the business or businesses introduced to the Potential Buyer by American Business Brokers. That should they buy, lease, become a manager of, become connected in any way, or come into possession of any of the listed businesses within one year of the date below, even if the listing period for that business has expired, that a commission will be due to American Business Brokers; and in the event of a breach of this agreement, that they will be liable for the payment of that commission and all reasonable costs including interest, collection costs, and attorneys fees.
  
8. American Business Brokers does not give tax, accounting, or legal advice. That prior to finalizing an agreement to purchase the business, it is my responsibility to make an independent verification of all information. I agree that American Business Brokers is not responsible for the accuracy of the information I receive and I agree to indemnify and hold American Business Brokers harmless from any claims or damages resulting from its use.

**Please acknowledge your consent and agreement to the foregoing by \* signing and returning a duplicate copy to us, at which time the same shall constitute a binding Agreement between us.**

This agreement, dated \_\_\_\_\_, 2012, by and between Brian Barkley of AMERICAN BUSINESS BROKERS (Broker) and \_\_\_\_\_ (herein referred to as "Potential Buyer"), whose address, phone numbers and email addresses follow:

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of Business of Interest: \_\_\_\_\_

Listing ID or Profile Number: \_\_\_\_\_

Source of Funds Available: \_\_\_\_\_

Investment Price Range: \$ \_\_\_\_\_ TO \$ \_\_\_\_\_

\* Acknowledged and Accepted: \_\_\_\_\_ Date: \_\_\_\_\_

(Potential Buyer)

# Confidential Financial Statement

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

For the purpose of obtaining financial and other pertinent confidential information on this business for sale opportunity, I (we) submit the following statement of my (our) financial condition:

| <u>ASSETS OWNED</u>                        |          | <u>LIABILITIES</u>                                     |          |
|--|----------|--|----------|
| Cash On-Hand and in Banks                  | \$ _____ | Notes Payable to Banks                                 | \$ _____ |
| U.S. Gov. & Marketable Securities          | \$ _____ | Notes Payable to Others                                | \$ _____ |
| Real Estate Owned <i>(please describe)</i> |          | Real Estate Mortgages Payable <i>(please describe)</i> |          |
| _____                                      | \$ _____ | _____  | \$ _____ |
| _____                                      | \$ _____ | _____  | \$ _____ |
| Notes and Accounts Receivable              | \$ _____ | Unpaid Taxes: Fed. \$ _____ State \$ _____             |          |
| Automobiles                                | \$ _____ | Loans on Life Insurance Policies                       | \$ _____ |
| Other Personal Property                    | \$ _____ | Other Liabilities <i>(please describe)</i>             |          |
| Cash Value Life Insurance                  | \$ _____ | _____  | \$ _____ |
| Other Assets <i>(please describe)</i>      |          | _____  | \$ _____ |
| _____                                      | \$ _____ | _____  | \$ _____ |
| _____                                      | \$ _____ | _____  | \$ _____ |
| Total Assets:                              | \$ _____ | Total Liabilities:                                     | \$ _____ |

Foregoing has been carefully read by me (us) and is given to Seller to certify that I (we) are financially qualified to purchase the business for which I (we) are seeking financial and other pertinent confidential information. I hereby certify this financial statement is a true and correct exhibit of my financial condition as of this date:

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)