

Thank you for your interest in this business.

In order to send you more information, we require the completion of a nondisclosure agreement as well as an information profile, which will remain confidential. You may download and open the attached pdf document attached herein with Adobe Reader.*

To expedite the process, complete the nondisclosure and information profile in its entirety. **IMPORTANT:** please answer *every* question on the profile or the business summary may be delayed. You may submit any additional information such as a resume or a statement of acquisition requirements, which you believe may be helpful in describing your qualifications to the Seller.

Please fax both documents to our office at: (310) 824-0544 and we will be pleased to send you a business summary. We look forward to working with you.

Sincerely,

Bill Kobayashi
KMK BUSINESS BROKERS
10940 Wilshire Blvd Suite 1600
Los Angeles, CA 90024

tel: 310-766-4303
fax: 310-824-0544
bill@kmkbusinessbrokers.com

*If you cannot open the document, a free download is available at:
<http://www.adobe.com/products/acrobat/readstep2.html>.

This transmittal is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this transmittal is not the intended recipient or the employee or agent responsible for delivering the transmittal to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

NON-DISCLOSURE/CONFIDENTIALTY AGREEMENT

The undersigned prospective purchaser(s) (“Buyer”) hereby requests confidential information, currently and from this time forward, on businesses represented by KMK Business Solutions, Inc. (“KMK”). Buyer hereby acknowledges that KMK first provided such information to the Buyer. In consideration of KMK having provided such information, the buyer hereby agrees:

1. Any information KMK provides about a business was obtained from the business owner, and KMK makes no representations or warranties as to its accuracy or completeness. Buyer is solely responsible for investigating all aspects of the business and obtaining any legal, tax or other counsel Buyer deems necessary prior to purchasing the business.
2. Any information Buyer is given about the business, including its availability for acquisition, shall be treated as confidential and proprietary. Buyer shall not disclose, without prior written permission, any such information to any third party except Buyer’s representatives actively engaged in evaluating the information, and shall obtain the agreement of such third parties to maintain confidentially. If the Buyer decides not to purchase the business, Buyer shall promptly notify KMK of this fact and shall, upon request, promptly return all documentation without retaining copies, summaries, analyses or extracts. Any unauthorized disclosure shall constitute a breach of Buyer duty of the seller and KMK and could result in their seeking recourse against the Buyer. Buyer shall hold KMK harmless from any liability resulting from such unauthorized disclosure.
3. The Seller of each business about which a Buyer shall be given information by KMK, has entered into an agreement providing the Seller shall pay a fee to KMK, if, during the term of that agreement or within twenty-four months thereafter, the business is transferred to a Buyer introduced by KMK. Should Buyer acquire any interest in or become affiliated in any capacity with such a business, buyer shall protect KMK right to a fee from the Seller.
4. Buyer shall conduct all inquires into and discussion with any business about which KMK provides information solely through KMK, and shall not directly contact the owner, employees or other representatives of the business except by prior arrangement with KMK.
5. If the Buyer breaches the terms of their Agreement or in any way interferes with KMK’s right to a fee, Buyer shall be liable for such fee and any other damages, including reasonable attorney’s fees. Any controversy or claim arising out of or relating to this Agreement or its breach shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association by one or more arbitrators appointed in accordance with those rules. Any arbitrator so selected need not be a member of the American Arbitration Association.
6. KMK may act as a dual agent representing both the Buyer and Seller.
7. Buyer acknowledges receiving a copy of this Agreement.
8. The undersigned executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so.

DESCRIBE THE BUSINESS OF INTEREST BELOW

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |

Buyer Signature

date

Print name

home telephone

e-mail

business telephone

_____ address	_____ city	_____ ST	_____ zip
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CONFIDENTIAL INFORMATION
Contact Information

KMK BUSINESS SOLUTIONS, INC.
phone: 310-766-4303 fax: 310-824-0544

Name*: _____ Other involved individuals _____

Primary Phone (home)*: _____ FAX*: _____ Work _____

E-mail* _____ Cell/pager: _____

Address: _____ City: _____ St: _____ Zip: _____

Present Occupation*: _____ Past Occupation(s) or skills (attach resume ok) _____

Business Background* _____

Formal Education _____

Purchase Criteria

Industries/Types of businesses of interest:* _____

Industries/Types of businesses of NO INTEREST _____

Preferred geographic location:* _____ Business size (annual sales volume): \$ _____

Target Owners Discretionary Cashflow: \$ _____ Down Payment Range*: \$ _____

Interest in a turnaround situation*? _____ Turn-key Startup*? _____

Buyer is Presently Interested In Becoming: Owner/manager ___ Absentee owner ___ Partnership ___

How Long Have you Been Searching for a Business?* _____ Made any Offers?* _____ Escrow now?* _____

What is your target date to close the purchase of a business?* _____

Why Are You Motivated to Buy a Business at This Time?* _____

Buyer's Financial Position/Resources

Are you Interested in Financing to Buy a Business? _____ Interest in SBA financing: _____

Your Credit Status*: Excellent ___ Fair ___ Poor ___ Bankruptcy? _____ Lease Default? _____

Liquid Assets Available for Down Payment* \$ _____ Source* _____

Equity In Real Estate:\$ _____ Other Sources:\$ _____

Estimated Net Worth Exceeds: \$ _____ Partner Investment (if any):\$ _____

*Anything in your personal or business credit history that if disclosed to seller, might adversely affect his decision to sell you a business? No ___ If yes, describe: _____

*Are there any other facts or conditions not disclosed above that might adversely affect your ability to operate a business or prevent you from fulfilling the terms of a purchase agreement? No ___ If yes, describe _____

I certify that the above information is true and correct and acknowledge receipt of a copy of this disclosure.

Signature _____

Date _____