

CONFIDENTIAL ACQUISITION PROFILE QUESTIONNAIRE

COMPANY NAME: _____

ADDRESS: _____

CITY: _____, STATE: _____ ZIP: _____

TELEPHONE: (_____) _____ FAX: (_____) _____

PRINCIPAL CONTACTS: _____ TITLE: _____

_____ TITLE: _____

LEGAL FORM: Sole Proprietorship () "S" Corporation () "C" Corporation ()

Partnership ()

HOW OLD IS THE BUSINESS? _____ HOW LONG HAS IT BEEN

OWNED BY THE CURRENT PRINCIPAL/S? _____

IS THIS BUSINESS A FRANCHISE? _____. IF YES, MUST THE

BUYER BE APPROVED BY THE FRANCHISOR? _____

IF THE BUSINESS IS A FRANCHISE ATTACH A COPY OF YOUR

FRANCHISE AGREEMENT WITH THE FRANCHISOR AND THE

FRANCHISOR'S UNIFORM FRANCHISE OFFERING CIRCULAR (UFOC).

WHY IS THE BUSINESS BEING SOLD?

GENERAL DESCRIPTION OF BUSINESS OPERATIONS:

NORMAL BUSINESS HOURS:

ASKING PRICE: \$ _____ REQUESTED TERMS OF PAYMENT

TYPE OF SALE: Assets () Corporate Stock ()

IF AN ASSET SALE, WHAT ASSETS ARE BEING INCLUDED?

- | | |
|----------------------------|-------------------------|
| • Accounts Receivable () | Tradename () |
| • Inventory () | Trademarks () |
| • Furniture & Fixtures () | Goodwill () |
| • Equipment () | Other (Describe) _____ |

NOTE: Please attach a list describing those assets of the business (including any vehicles), which will be included in the selling price and conveyed to the buyer at the closing of the sale. Include serial numbers of equipment pieces if applicable and/or available.

FACILITIES: Please provide a brief description of the company's facilities (sq. footage of plant vs. office, parking, acreage, etc.)

- Are the Company's facilities leased? Yes () No () If yes, please provide the terms of the lease (***monthly rent*** time remaining on present lease, renewal options, etc. **Please also attach a copy of your lease hereto**)

LANDLORD: _____

ADDRESS: _____

TELEPHONE: () _____

NOTE: If the Company's facility is to be sold as a part of this transaction, is it owned by the selling corporation () or is it owned by another party ()? If the facility is owned by another party, please identify the owner.

Name: _____ Phone #: () _____

Asking price for the real estate? _____

EMPLOYEES:

Number of total employees: _____ Full-Time: _____ Part-Time: _____

Is the work force unionized? _____, If yes, which union _____

FINANCIAL OBLIGATIONS:

Will there be any existing financial obligations of the selling Company which will not be paid-off as a result of the closing of the sale of the Company? Yes () No (). If yes, please describe:

PATENTS

Does the Seller possess or have the rights to any patents or trademarks? _____

If yes, please describe:

CONTINGENT LIABILITIES

Does Seller currently have any lawsuits filed or pending against it? _____

If yes, please describe:

CUSTOMERS

Does any single customer/s of the Company account for more than 10% of total annual sales? _____. If yes, who is this customer/s and what percent of the annual sales is it responsible for?

_____	%	_____
_____	%	_____
_____	%	_____

LICENSES AND PERMITS

What licenses and permits does this Company need in order to operate?

Are all required licenses and permits current and valid? _____. If no, please explain:

BUSINESS LIABILITIES

AS OF (date): _____

LENDING INSTITUTION: _____

PERSONAL LOANS/NOTES: _____

MONTHLY PAYMENT(S): _____

BALANCE & DUE DATE(S): _____

ASSUMABLE: _____

LIEN(S) FILED: _____

PREPAYMENT PENALTY: _____

SECOND MORTGAGE: _____

EQUITY LOAN: _____

CREDIT LINE: _____

EQUIPMENT LEASE PAY-OFFS: _____

LANDLORD: _____

UTILITIES: _____

VENDORS: _____

VEHICLES: _____

TAXES: _____

OTHER: _____

The above is accurate to the best of my(our) knowledge, and I(we) acknowledge that the Broker has made no warranties, expressed or implied, as to this information and its sources, and I(we) will hold harmless and indemnify the Broker, should any of this information prove to be inaccurate, false or misleading. This information will be kept Confidential between the Seller and the Broker, and will only be disclosed to a Buyer if they have signed a Confidentiality Agreement, or to professionals that may conduct the Closing. Seller understands that they need to remedy any debts, liens, leases and loans in order to transfer the business assets, prior to or on the day of closing; unless, agreed to otherwise in writing by and between the Seller and the Buyer.

SELLERS SIGNATURE: _____
date time

SELLERS SIGNATURE: _____
date time