



BUSINESS ACQUISITION & MERGER ASSOCIATES

Dear Interested Buyer:

Thank you for your interest in our listing. To qualify you for this opportunity please complete the attached **NDA** and return with a copy of your **financial statement and resume** via fax (704.814.0508) or email (ginger@buysellyourbusiness.com). If you qualify in these areas, we'll follow-up with a call to better understand your goals and objectives and confirm there's a potential fit with this opportunity.

We apologize in advance for the discipline in our qualification process. For the sake of our seller clients, we don't distribute information on seller engagements unless prospective buyers qualify financially, experientially and by personality. Good transactions happen when there's a fit on all three fronts with the specific business and seller. We save all parties time by only moving forward with buyers that meet the necessary criteria for each listing.

Business Acquisition & Merger Associates (BAMA) Transaction Process

The Offering Memorandum (OM) or Client Information (CI) will be distributed to parties who have expressed an interest in acquiring the business for sale and have proved they are qualified financially and experientially by returning an executed NDA, financial statement and resume.

Interested parties are asked to use the following process upon receipt of the OM or CI:

1. Promptly review the OM or CI.
2. Within a week of review, please direct all questions and points requiring clarification to BAMA. Otherwise, the OM should be destroyed or returned to BAMA.
3. Interested buyers may request a conference call with the sellers. BAMA will coordinate this introduction.
4. Prior to an initial visit with the Company (at a time that is not disruptive to operations), an indication of terms and values should be given to BAMA. After review and consideration of the terms outlined, BAMA will arrange a site tour.
5. Submit a detailed Letter of Intent to BAMA including the following:
 - A. Proposed price to be paid based on a transaction of 100% of the assets of the Company. Include purchase terms and financing methods.
 - B. Proposed terms for secondary agreements—non-compete, consulting and/or employment.
 - C. Time schedule required to complete all aspects of the transaction, including the due diligence process and anticipated closing date.

Business Acquisition & Merger Associates

1101 Jericho Lane, Suite 100, Charlotte, NC 28270

Office: 704-814-0190 Mobile: 704-905-0565 Fax: 704-814-0508

CONFIDENTIALITY & NON-CIRCUMVENTION/NON-DISCLOSURE AGREEMENT

Agreement and acknowledgement between Business Acquisition and Mergers, LLC, dba Business Acquisition and Merger Associates (Hereafter referred to as BAMA) and Undersigned Party, whose name, address and signature appears below. BAMA will furnish to the Undersigned Party (individual and/or company), confidential information on companies for sale, including but not limited to financial records, product information, market data, and operating knowledge, solely for the purposes of determining whether the Undersigned Party will acquire all or part of the companies presented by BAMA.

The Undersigned Party agrees to the following:

1. Hold all confidential and proprietary information or trade secrets in trust and confidence; and agrees that all such information shall be used only for the sole purpose states herein.
2. Not disclose any confidential or proprietary information or trade secrets about the company to anyone other than key advisors for the sole purpose stated herein, requiring them to adhere to the terms of this Confidentiality & Non-Circumvention Agreement.
3. Promptly return all information, faxes and memoranda at the conclusion of discussion or upon demand by BAMA.
4. Not contact or engage in any discussions with the Seller or any of the company's employees, customers or suppliers/vendors, unless approved by the Seller or BAMA in writing.
5. Negotiate through BAMA on all companies presented by them; and not circumvent any fee agreement between BAMA and the Seller.
6. Acknowledge that in the event the Undersigned breaches this Agreement the Undersigned may be held liable in a court of law for damages to the Seller and BAMA, which may include a 10% Commission to BAMA.
7. BAMA financial disclosure: It is BAMA's office policy to compile pertinent and applicable financial information on each of its business listings. It is BAMA's desire that each company we present be portrayed accurately in its current and recent financial history. We accomplish this by providing representations and copies of financial records and documents that have been supplied to us by the Seller. We therefore recommend that during the "review of records" period that follows the offer, all financial and other information be independently verified and reviewed by the Undersigned Party's retained accountant and/or attorney.

By signing this document, the Undersigned agrees that BAMA shall not be held liable for any misstatements or errors in information received from the Sellers.

This Agreement shall be binding on all parties for twenty-four months from the date of signing.

Agreed to this ____ day of _____, 20__.

For the Undersigned Party:

Signature

Name: _____

Address: _____

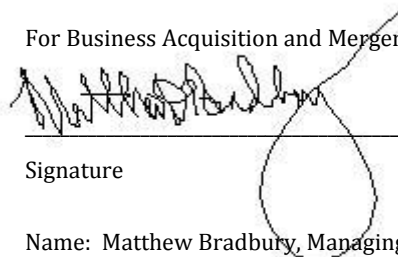
Phone and Fax: _____

Email: _____

Initial Company of interest: _____

Include headline description of business here

For Business Acquisition and Merger Associates:



Signature

Name: Matthew Bradbury, Managing Director

Address: 1101 Jericho Lane, Charlotte, NC 28270

Phone and Fax: 704-814-0190 / F 704-814-0508

Email: matt@buysellyourbusiness.com



PERSONAL FINANCIAL STATEMENT

Name: _____

Date: _____

Residence Address: _____

Phone: _____

City, State, Zip: _____

ASSETS

LIABILITIES

Cash on hand & in Banks: \$ _____

Accounts Payable: \$ _____

Savings Accounts: _____

Notes Payable to Banks _____

IRA or Other Retirement: _____

Notes Payable to Others _____

Accounts/Notes Receivable: _____

Notes Payable on Autos _____

Stocks, Bond, Mutual Funds: _____

Loan on Life Insurance _____

Life Insurance (Cash Value) _____

Mortgages on Real Estate _____

Real Estate: _____

Unpaid Taxes _____

Automobiles: _____

Other Liabilities _____

Other Personal Property _____

Other Assets _____

Total Assets \$ _____

Total Liabilities \$ _____

Net Worth \$ _____

Current Employer: _____ Approximate Annual Salary: _____

I hereby declare, that to the best of my knowledge, the above information is true and accurate.

Signed: _____ Dated: _____

Please note that this information will be held in the strictest confidence and only be used to evaluate the individual as a potential purchaser of a business.



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RESUME:

Please attach your resume or an overview of your business experience and qualifications when returning your financial statement and NDA.

Thank you for engaging in this process. By completing and returning your NDA, resume and financial statement, you've already taken the first steps toward becoming a qualified buyer and future business owner. Feel free to contact our offices if you have any questions regarding these documents or our process.

Regards,

Matthew Bradbury
Managing Director
Business Acquisition and Merger Associates

NOTE: THE SHAREHOLDERS AND MEMBERS OF BAMA RESERVE THE RIGHT, AT ANY TIME AND IN ANY RESPECT, TO AMEND OR TERMINATE THE PROCEDURES OUTLINED HEREIN, TO TERMINATE DISCUSSIONS WITH ANY AND ALL INTERESTED PARTIES, TO REJECT ANY AND ALL PROPOSALS, OR TO NEGOTIATE WITH ANY PARTY WITH RESPECT TO THIS TRANSACTION.