

<p align="center"><b>BUYER CONFIDENTIALITY AND WARRANTY AGREEMENT PRIVATE EQUITY GROUP</b></p>
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Note: Approval of this Agreement will allow us to provide you with information on businesses we are working with now and new ones in the future. We will not need additional approval on future business opportunities, unless so requested specifically by the Seller. Please be sure to complete the attached questionnaire so we can adequately enter match search parameters into our database.

The undersigned prospective purchaser(s) hereby request confidential Information on businesses represented by Southern Mergers & Acquisitions, Inc. herein referred to as "Southern Mergers" or "the Broker", both presently and from this time forward. Such disclosure may encompass anything from merely the name of the business to highly detailed operational data. In consideration for Broker having first provided such information to the Buyer, Buyer agrees:

- 1) Not to divulge any portion of the Information to others, except to secure their advice and counsel.
- 2) To conduct ALL further inquiry and correspondence into the disclosed business opportunity(s) exclusively through the offices of Southern Mergers, the agency first providing such information to said Buyer(s). At no time shall the Buyer contact the Seller, his employees, suppliers, customers or legal advisors by phone, in writing or by personal contact without the express written permission of Southern Mergers.
- 3) The sole purpose and use of the Information by Buyer(s) is for legitimate purposes and exclusively for exploring the purchase of the businesses represented by the Broker.
- 4) Unless otherwise agreed in writing by Broker and the Buyer(s) hereto, Seller shall pay the brokerage commission per separate agreement with Broker who is acting as a transaction broker. However, should the Buyer herein (company, employee or otherwise) act directly or indirectly to circumvent the Broker's right to Broker's commission, or not abide by the terms of this Agreement, it is hereby understood that Buyer(s) may be held liable for Broker's commission and Broker's legal expense in enforcing Broker's rights herein.
- 5) Not to engage in employment, consultation, partnership, joint venture or other similar relationship with Seller without the Broker's express written permission and an agreement providing just compensation to, and approved, by Broker.
- 6) As consideration for Broker providing the Information, Buyer expressly releases, discharges, and holds harmless Broker from any and all responsibility and/or liability in connection with the integrity of such Information, or for any action Buyer may take with regard to any business. Buyer accepts sole and final responsibility for the evaluation of all Information and materials, including, but not limited to, description of and/or valuation of physical or other assets, or the price of the Business, whether furnished by Broker, Seller or Seller's representatives. Buyer further accepts sole and final responsibility for any price offers made by Buyer. Further, Buyer acknowledges that Buyer is solely responsible to perform a due diligence, at his or her own cost and expense, prior to consummating any acquisition.
- 7) The performance and construction of this Agreement shall be in St. Johns County, Florida and shall be governed by the laws of the State of Florida. NO other claims may ever be filed in any other jurisdiction.
- 8) This Agreement shall be binding upon Buyer, his heirs, executors, assigns, administrators, and representatives. The Agreement will expire in two years after the date of execution herein.
- 9) Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under Commercial Arbitration Rules.
- 10) Seller is a third party beneficiary coupled with an interest with respect to this agreement.
- 11) When you contact one of our associates regarding any of Southern Mergers' listings, we will treat you honestly and with integrity, and deal with you in good faith.

Print Name of Buyer's Firm: \_\_\_\_\_

Print Name of Buyer's Rep: \_\_\_\_\_ Title: \_\_\_\_\_ Name of Managing Partner: \_\_\_\_\_

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

Phone #'s (W) \_\_\_\_\_ (ext.) \_\_\_\_\_ (FAX) \_\_\_\_\_ (M) \_\_\_\_\_

Rep's Email: \_\_\_\_\_ Firm's Email: \_\_\_\_\_

If inquiring about a specific business, provide description: \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_

The undersigned hereby agrees to all terms set forth above. Buyer's receipt of a copy of this agreement is acknowledged.

\_\_\_\_\_  
Buyer Representative's Signature

\_\_\_\_\_  
Date

RECEIPT OF A COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED.

DISCLAIMER – All information and materials provided by Southern Mergers to prospective purchasers have been initially provided by the Seller. The Seller believes the information to be true and accurate. However, accuracy is not guaranteed and all information should not be considered complete. While statements may be presented concerning a matter of opinion, whether or not so identified, they are only statements of opinion and should not be construed to be fact. SOUTHERN MERGERS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED. All information provided is for confidential use and is used solely for the purpose of evaluating the company as a potential purchaser. Buyer understands Broker will not provide any legal, accounting or tax advice to Buyer.

Assigned to Southern Mergers Associate: \_\_\_\_\_ (Transaction Broker)