

CORPORATE BUYER CONFIDENTIALITY AND WARRANTY AGREEMENT

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

- 1) Not to divulge any portion of the Information to others, except to secure their advice and counsel. Buyer shall be fully responsible for any breach of this Agreement by itself, its agents, representatives or employees. The Proprietary Information (including any copies thereof) will be returned to Broker immediately upon Broker's request. Buyer agrees that it shall not retain any copies of the Proprietary Information supplied pursuant to the terms and conditions of this Agreement.
- 2) To conduct ALL further inquiry and correspondence regarding the disclosed business opportunity(s) exclusively through the office of Broker, the agency first to provide the Information to Buyer. At no time shall Buyer contact the Seller, his employees, suppliers, customers, landlord or other parties associated with the business, or the Seller's legal or financial advisors, without the express written permission of Broker.
- 3) The sole purpose and use of the Information by Buyer is for legitimate purposes and exclusively for exploring the purchase of the businesses represented by Broker. Buyer represents and warrants to Broker that Buyer does not represent a third party, governmental agency or competitor of the business, nor is Buyer employed by a competitor and the sole purpose for receiving any information regarding the business is to purchase said business.
- 4) Seller is a third party beneficiary coupled with an interest with respect to this Agreement. Unless otherwise agreed in writing by Southern Mergers and Buyer, Seller shall pay the Broker's commission per separate agreement with Broker who is acting as a transaction broker. However, should the undersigned prospective Buyer act directly, or indirectly, to circumvent the Broker's right to their commission, or should Buyer not abide by the terms of this Agreement, it is hereby understood that Buyer may be held personally liable for Broker's commission and Broker's legal expenses in enforcing Broker's rights herein. In the event Buyer discloses the availability of said designated opportunities to a third party who purchases a business without Broker assistance, then Buyer, in addition to the remedies specified herein, is also responsible for payment of Broker's compensation which would have been paid on the greater of the listed selling price or minimum compensation.
- 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. Any and all information provided to Buyer is provided for informational purposes only. **BROKER DOES NOT MAKE ANY REPRESENTATIONS AND/OR WARRANTIES, EXPRESSED OR IMPLIED** as to the accuracy of the financial information provided and that Buyer is to make his or her own independent evaluation of the opportunities. Buyer acknowledges that Broker has advised Buyer to seek independent professional advice in the review and evaluation of the information provided and that Buyer should seek the advice of an attorney and/or certified public accountant.
- 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. Any breach of this Agreement shall result in the prevailing party being entitled to receive from the other party all of its reasonable attorney's fees, costs, and expenses incurred at both the trial and appellate levels. The parties hereby agree that any controversy which may arise under this Agreement would involve complicated and difficult factual and legal issues. Therefore, any action brought by either party, alone or in combination with others, whether arising out of this Agreement or otherwise, shall be determined by a Judge sitting without a jury.

- 8) This Agreement shall be binding upon Buyer, Buyer's heirs, executors, assigns, administrators, and representatives. The Agreement will expire in two years after the date of execution herein.
- 9) Buyer agrees to provide Broker hereto or upon future request with financial information on its ability to perfect transactions.
- 10) For two years from the date of this Agreement, Buyer agrees not to deal directly or indirectly with the Sellers of the opportunities informed by Broker at any time during this agreement without the prior consent of Broker. If Buyer enters into a sale and/or purchase agreement, management contract or other financial arrangement with a Seller of an opportunity, including a leasing of the business premises from the Seller or its Landlord, Buyer shall be liable for any and all damages Broker may suffer, including but not limited to the Seller's commission payable on the sales price or minimum commission due under the Listing Agreement with Seller, whichever is greater and, any commission due on the lease agreement negotiated with the Landlord. Buyer agrees and does hereby appoint Broker its attorney in fact to execute all documents necessary to place a lien on the business assets to collect its compensation, and this Agreement shall be the consent to do so as required by Florida Statute 475.42.
- 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.
- 12) The corporate representative below is authorized by the corporation and/or other legal entity to approve this Agreement.

Print Buyer's Corporate Name: _____

Print Name of Corporate Rep: _____ Title: _____

Print Name of Corporate President/CEO: _____

Corporate Address: _____

Phone #'s - Office) _____ (ext.) _____ Fax) _____ Cell) _____

Rep's Email: _____ Company Website: _____

If inquiring about a specific business, provide description: _____

Misc. Notes, Types of Interests & Background: _____

The undersigned Buyer acknowledges receiving a copy of this Agreement and hereby agrees to all terms set forth above. Facsimile copy of this Agreement will be deemed an original.

 Corporate Representative's Signature Title Date

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 for the purpose of evaluation the company as a potential purchaser. Buyer understands Broker will not provide any legal, accounting or tax advice to Buyer.

Assigned to Southern Merger Associate: _____ (Transaction Broker)