



Thank you for your inquiry and interest in the businesses we have available. I am a Business Broker and Realtor. I sell only businesses and related commercial property. I have 35 years business experience and have owned seven businesses of my own so I have a good understanding of operations, sales, distribution, human resources, financing, etc.

I completed my first business sale in 1989 and have been selling and consulting on sales of businesses, commercial property, franchises (both sides) over that time as well as operation of several other businesses from one employee to several hundred, spread out over five western states. I take a consulting approach, in other words I will not **“SELL”** you a business. But I will get you all the information, fully disclose the opportunity to you, help find the right financing and give you resources to make your decision. You can call, email, or text me on my blackberry at 406-880-3697 anytime including nights and weekends.

If you are not really ready to make a purchase, or don't have the required funds to make a purchase (generally 15 to 20 percent of the purchase price) let me know right up front. I will be happy to give you general information on business deals, methods, financing, etc. but in all honesty for myself and my sellers, I need to focus on buyers who are ready and able to make a purchase. I appreciate your understanding on this.

Let me tell you a little bit about the process.

I have attached our standard NDA, New Client Information sheet, and Relationships in Real Estate forms of which a separate one must be filled out on each business you look at (unless you hand write on the form **"Apply this to any business I request information on"**). These agreements clarify that you will keep the information confidential and that you understand your duties in a purchase. You agree by initialing here \_\_\_\_\_ any information provided to you will be returned within 24 hours (at your expense) if you decide not to purchase a business or the rejection of any offer by you. As for communications, I will respond to you generally in less than 24 hours (usually much sooner) on any question, paperwork, email or phone call. I would expect the courtesy of a response from you in a similar time frame. I know you are busy, so am I. Let's keep the communication flowing so we are not wasting each other's time.

Understand that businesses are being sold on a confidential basis (quietly) so as to keep all employees, contracts and vendor relationships in place. This benefits the Buyer as well as the Seller, as you do not want to lose key employees, contracts or business because it became known that the business was for sale. You will have the benefit of looking at a complete stranger's taxes, P&L's and other confidential information. If you are not willing to share your complete information on the attached New Client form please do not expect the seller to provide their confidential information either.

**After the initial paperwork attached is completed and signed the process works like this.**

1. You receive an email with an introduction to the business and location.
2. You receive in the email **basic** recast financial information for the most recent tax year.
3. From this email you should be able to decide if the named business is something that interests you. In other words, the investment vs. cash flow makes sense to you and you want to learn more.

4. At this point you may request tax returns, P&L's or other financial information. A phone conference with the seller is also a good idea at this time.
5. If things still look interesting to you at this point, it is a good time to schedule a visit with the seller and tour the business and see the area. I generally recommend two days to do this.
6. I can arrange for you to meet with several financial institutions that work on business acquisitions at any time. My recommendation will depend on your needs (such as additional line of credit, etc.) and none of your confidential information is revealed to us. You deal directly with the lender.
7. At this point you should be ready to make a purchase or move on to the next opportunity. I will work with you on transition agreements, non-comp agreements, licenses, permits, contingencies, etc. to formulate an offer to present to the seller. You should be ready to make an earnest money check out at this time in the 5 to 10 percent of purchase price range.
8. If your offer is accepted you should know the time frame to closing is generally slowed down by buyers and sellers who do not provide paperwork or money needed in a timely fashion. You must be committed to get requests from lenders, title companies, insurance companies, government agencies, etc. handled quickly.
9. At closing your transition period with the seller will begin and training with seller, introductions to clients, vendors, and personnel will take place.

You should be aware that financing for business acquisition is generally not accomplished through your local bank and most sellers are not looking to become a bank for you. Your use of home equity loans, asset purchase loans, and other creative means make many of these deals work. For deals financed by SBA programs, generally lenders are looking for 20% down (but 10% will often work) and loans are quoted from 5 to 25 years depending on if real estate is involved and the cash flow of the business. In most SBA programs rates generally run 1.75% to 2.5% over prime. Conventional loans are generally only available for Asset Purchase portion of a sale so you could be looking at a down payment of 40% or much more if you want to go this direction (I do not recommend it).

I may be contacted on my cell phone 7 days a week till 9:00 p.m. mountain time. As I specialize in only business sales, I travel the region extensively so my cell phone is the best way to reach me. If I do not answer, please leave a voice mail and I will return your call as soon as I am able.

If you can, scan your documents in and email back to me, that is the preferred method (24/7). If you fax them back, use my office fax number 406-728-9479. I will be notified within 24 hours (except weekends) that your information is in and will be able to respond at that point to your request for more information.

Thank you,



John Suprock  
Business Broker, Realtor  
Manager/ Member

# Confidentiality & Non-Disclosure Agreement

This AGREEMENT is entered into by and between:

<b>DISCLOSING PARTY:</b>	<b>and</b>	<b>RECIPIENT:</b>
Listing # _____		Name: _____
Name: _____		Contact: _____
Contact: _____		Address: _____
Address: _____		_____
_____		Phone: _____
Phone: _____		_____

FOR GOOD AND VALUABLE CONSIDERATION, including the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definition of Information.** As used herein, the term "Information" refers to all financial, technical, and commercial information (including, without limitation, information relating to DISCLOSING PARTY'S trade secrets, customer/client lists, vendor lists, designs, ideas, processes, know-how, procedures, plans and concepts, and all other information that is protected under the Uniform Trade Secrets Act) concerning the business and affairs of DISCLOSING PARTY that has been or may hereafter be furnished by DISCLOSING PARTY or any of its representatives to RECIPIENT, and RECIPIENT's employees, agents, representatives, attorneys, accountants, consultants and financial advisors (collectively, "representatives"). The term "Information" includes all analyses, compilations, data, studies or other documents prepared by RECIPIENT or its representatives containing or based in whole or in part on the Information. The term "Information" does not include information which: (i) is or becomes generally available to the public other than as a result of an unauthorized disclosure by RECIPIENT or its representatives, (ii) becomes available to RECIPIENT on a non-confidential basis from a source other than DISCLOSING PARTY or any of its representatives, provided that such source is not bound by a confidentiality agreement with or other obligation of secrecy in favor of DISCLOSING PARTY, or (iii) was known to RECIPIENT on a non-confidential basis prior to its disclosure to by DISCLOSING PARTY, or any of its representatives.
  
2. **Confidentiality of Information.** The Information will be kept confidential and will not, without the prior written consent of DISCLOSING PARTY, be disclosed by RECIPIENT or its representatives, in any manner whatsoever, in whole or in part, and will not be used by RECIPIENT or its representatives directly or indirectly for any purpose other than to evaluate an acquisition of, joint venture with, or other transaction involving, DISCLOSING PARTY. Moreover, RECIPIENT agrees to transmit the information only to those representatives who need to know the Information for the purpose of evaluating the transaction referred to above, who are informed by RECIPIENT of the confidential nature of the Information and who agree to maintain the confidentiality thereof in accordance with the

provisions of this Agreement. RECIPIENT agrees to notify DISCLOSING PARTY, upon the request of DISCLOSING PARTY, as to the identity of such representatives. RECIPIENT will be responsible for any breach of this Agreement by RECIPIENT's representatives, except for those representatives who have executed a confidentiality agreement with DISCLOSING PARTY.

3. **Non-Disclosure.** Without the prior written consent of DISCLOSING PARTY, RECIPIENT will not, and will direct RECIPIENT's representatives not to, disclose to any other person the fact that the Information has been made available, that discussions or negotiations are taking place concerning a possible transaction or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof, except as required by law and then, if circumstances permit, only with prior notice as soon as possible to DISCLOSING PARTY. Any disclosure made shall be no more extensive than is necessary to meet the minimum legal requirement.
4. **Return of Information.** The Information and all copies thereof, except for that portion of the Information which consists of analyses, compilations, data, studies or other documents prepared by RECIPIENT or RECIPIENT's representatives, will be returned to DISCLOSING PARTY, without RECIPIENT or its representatives retaining any copies thereof, immediately upon DISCLOSING PARTY's request. That portion of the Information which consists of analyses, compilations, data, studies or other documents prepared by RECIPIENT or its representatives will be immediately destroyed, and such destruction will be certified to DISCLOSING PARTY in writing.
5. **Reliability of Information.** RECIPIENT understand that DISCLOSING PARTY has endeavored to include in the Information those materials which are believed to be reliable and relevant for the purpose of RECIPIENT's evaluation, but RECIPIENT acknowledge that neither DISCLOSING PARTY nor any of its representatives shall have any liability to RECIPIENT or to any of RECIPIENT's representatives resulting from the use of the Information, it being understood that only those particular representations and warranties which may be made in a definitive agreement, when, as and if it is executed, and subject to such limitations and restrictions as may be specified in such definitive agreement, shall have any legal effect.
6. **Compelled Disclosure.** In the event that RECIPIENT (or anyone to whom RECIPIENT transmits the Information pursuant to this Agreement) are requested or become legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand or similar process) to disclose any of the Information, RECIPIENT will provide DISCLOSING PARTY with prompt written notice thereof so that DISCLOSING PARTY may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that DISCLOSING PARTY waives compliance with the provisions of this Agreement, RECIPIENT will furnish only that portion of the Information which is legally required.
7. **Non-Waiver.** It is further understood and agreed that no failure or delay by DISCLOSING PARTY in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.
8. **No Obligation to Proceed.** It is agreed and understood that, unless and until a definitive

agreement between DISCLOSING PARTY and RECIPIENT with respect to a transaction has been fully executed and delivered, neither party shall be under any legal obligation of any kind whatsoever with respect to any such transaction by virtue of this letter agreement or any other written or oral expression by such party or any of its representatives. This provision shall not apply to the matters specifically agreed to in this Agreement.

9. **Term.** The restrictions contained in paragraph 1 hereof shall continue for a period of two years from the date on which the information is delivered to RECIPIENT.
10. **Injunctive Relief.** RECIPIENT acknowledges and agrees that, in the event of any breach of this Agreement, DISCLOSING PARTY would be irreparably and immediately harmed and could not be made whole by monetary damages. Accordingly, RECIPIENT agrees that, in addition to any other remedy to which DISCLOSING PARTY may be entitled to in law or equity, DISCLOSING PARTY shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to prevent breaches or threatened of this Agreement and/or to compel specific performance of this Agreement, and that neither RECIPIENT nor its representatives will oppose the granting of such relief.
11. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws in the state where the principal operations of the business are located.
12. **Attorney Fees and Costs.** In any lawsuit arising out of or relating to this Agreement or DISCLOSING PARTY's business relationship with RECIPIENT, including without limitation arising from any alleged tort or statutory violation, the prevailing party shall recover reasonable attorney fees and costs, including on appeal and in bankruptcy, from the non-prevailing party.

WHEREFORE, the parties executed this Agreement on the date set forth below each signature:

DISCLOSING PARTY	RECIPIENT
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

Sav/09010666.doc

**New Client Information Sheet**

Date \_\_\_\_\_

Name \_\_\_\_\_

Business(es) you are interested in: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

P.O. Box \_\_\_\_\_

Phone Home \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Office \_\_\_\_\_

Email \_\_\_\_\_

Phone Cell \_\_\_\_\_

Partners Name \_\_\_\_\_

Fax \_\_\_\_\_

**Locations interested in:**

- Missoula       Kalispell       Butte       Helena       Great Falls
- Bozeman       Billings       Glendive       Sidney      Other \_\_\_\_\_

**Types of businesses interested in:**

- Service       Manufacturing       Wholesale       Retail
- Restaurant/ Bar       Casino       Other specific \_\_\_\_\_

Purchase Price Range \$ \_\_\_\_\_ to \$ \_\_\_\_\_

Cash on hand for purchase \$ \_\_\_\_\_

Additional Funds from Equity in home, IRA, Other assets \$ \_\_\_\_\_

Additional Funding from Family, friends, investors \$ \_\_\_\_\_

Cash flow you expect from business you purchase \$ \_\_\_\_\_

Is your Credit Score above 675?  Yes  No If no, score # \_\_\_\_\_

Your work experience \_\_\_\_\_

Time frame to visit business and make decision on purchase agreement \_\_\_\_\_

Where did you hear about PCS / the Business for Sale?

- Newspaper       Commercial Journal       Business Journal
- Personal Referral       BusinessBroker.net       BusinessMart.com
- BusinessesForSale.com       BizBuySell.com       Acquireo.com
- BizQuest.com       Google.com       \_\_\_\_\_

\_\_Confidentiality Signed    \_\_ Waiver Signed    \_\_ Notice of Legal status Disclosed