

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by and between M & A Advisors of Florida and \_\_\_\_\_ (Buyer) Address \_\_\_\_\_  
City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Buyer agrees that M & A Advisors of Florida (BROKER) is their exclusive representative for this transaction, and that BROKER was the first to advise them of the availability and details concerning the following business and/or real property opportunities:

Listing Number	Business Description

1. BUYER understands and agrees that all dealings concerning the opportunities above will be handled through BROKER and that BROKER may enter into agreements with Sellers or Sellers Agent for the payment of commissions. BUYER further understands that information received about the above-mentioned opportunities will be kept in strict confidence, will not be used to compete with a Seller nor disclosed to any person, excluding parties involved in the transaction itself. If BUYER violates confidentiality or any covenant herein with respect to a Seller, then BROKER, the listing broker and the Seller shall be entitled to all remedies provided by law, including injunctive relief and damages. The same remedies are available to BROKER in the event BUYER and/or a Seller attempts to circumvent them. BROKER shall be deemed to include any broker with whom BROKER is cooperating.

2. All data on business opportunities is provided for information purposes only and no representation is made by BROKER as to its accuracy. BROKER encourages BUYER to review and independently verify that the data provided by a Seller is substantially representative of their business activity, and it can be relied upon when considering a purchase of the business. BUYER further acknowledges they have been advised to seek the counsel of an accountant and/or attorney to verify the information supplied to BROKER by the Seller, and to examine any and all applicable documentation relevant to the transaction and a Closing.

3. 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 BROKERS compensation which would have been paid on the listed selling price or minimum compensation, whichever is greater.

4. For two years from this date, BUYER agree not to deal directly or indirectly with the Sellers above without BROKER'S written consent; and should BUYER do so and a sale, management contract or other financial arrangement, including a leasing of the business premises from the Seller or its Landlord is consummated, BUYER shall be liable for any and all damages BROKER may suffer, including but not limited to the Seller's compensation payable on the selling price or minimum commission, whichever is greater and, if appropriate, compensation negotiated with the Landlord. BUYER understands that BROKER shall have the right to place a lien on the business assets to collect its compensation, and this Agreement shall be the needed consent to do so as required by Florida Statute 475.42(1)U).

5. This Contract shall be governed by the laws of the state of Florida. If any dispute arises out of this Agreement, the breach or the interpretation thereof, the parties may seek a resolution via sharing the cost of non-binding mediation, per the Florida Mediation Act Chapter 44, If, however, a resolution by binding arbitration, per the rules of the American Arbitration Association, or by litigation is unavoidable, the Arbitrator/Court is instructed to award the expenses of the arbitration/trial, including reasonable attorney's fees and costs to the prevailing party. A judgment and awards shall be entered by a court of competent jurisdiction. The parties further agree that jurisdiction and venue for any conflict, and the entry of judgments shall be in Orange County, Florida. BROKER shall be entitled to all information relating to conflicts from the Mediator, Arbitrator or Court, and the Parties.

6. BUYER swears that they are the party signing below and the information provided is true and correct. Further, BUYER does not represent any third party, governmental agency or competitor, nor is BUYER employed by a competitor, and the sole purpose for seeking this information is to purchase a business. If BUYER does represent a third party, governmental agency or competitor, as described above, the name of that party is: \_\_\_\_\_ city \_\_\_\_\_ ST \_\_\_\_\_

Buyer \_\_\_\_\_ Broker \_\_\_\_\_  
Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Drivers License # \_\_\_\_\_ Broker License # BK3071548

Complete,, sign notarize and mail to: M & A Advisors of Florida - 6648 Cristina Marie Drive Suite 100, Orlando., FL 32835. Fax a copy to 407-299-0669., [advisor@AcquireAbusiness.com](mailto:advisor@AcquireAbusiness.com)