



Broker Opinion of Value Agreement

Owner/Seller Name ("Client") engages **The M&A Brokers** to provide Client with a Broker Opinion of Value report ("BOV") for **Company Name, City, CA** ("Company") as follows:

Engagement

1. The M&A Brokers will perform a BOV report to include the adjustment or recast of last 3 years of financial statements, through **December 31, of last year** and most current Year to Date available.
2. The purpose of the BOV is to estimate the Company's value to assist Client in determining the most probable selling price of 100% of the assets of the Company. The opinion is not compliant with IRS guidelines or the Uniform Standards of Professional Appraisal Practice and is not intended for (1) tax purposes or any purpose regarding the IRS, (2) divorce, (3) partner dispute/buyout, (4) gifting (5) SBA financing, or (6) any other purpose in which a certified or comprehensive valuation is needed.
3. Although The M&A Brokers' opinion is intended to estimate the fair market value, The M&A Brokers assumes no responsibility for a seller's or buyer's ability to obtain a purchase contract at that price.
4. Client is responsible for providing The M&A Brokers with all pertinent information requested in a timely fashion. In providing an opinion, The M&A Brokers will rely on the accuracy and reliability of information provided by the Client. The M&A Brokers will not audit the financial information and will not express an opinion or any form of assurance of the information. It is assumed that the financial information provided to us is representative of what is included in a potential sale, and reflects financial information filed with Clients tax returns.
5. Client warrants that (a) all information relating to the Company which has been or will be provided to The M&A Brokers by the Client or Client's agents is complete and accurate, (b) Client has disclosed all material facts relating to the Company which might reasonably influence a buyer's decision to purchase and the amount a buyer is willing to pay, and (c) Client may rely upon the accuracy of any such information without independent investigation. Client agrees to promptly notify The M&A Brokers of any material changes which might affect the operation or value of the Company.
6. The M&A Brokers' analysis assumes marketable title to all of the tangible and intangible assets being valued herein and that they will be sold free and clear of all encumbrances, except as fully disclosed in the financial statements and related footnotes provided.
7. This opinion is not to be construed, directly or indirectly, as a recommendation to invest, divest, or to lend; it is strictly our independent opinion for the purpose described herein, based upon the information, explanations and materials provided to us and subject to the assumptions and qualifications noted herein. Potential investors and/or lenders should perform or obtain their own analysis of the company's financial position for their particular purposes.

Scope of Work / Procedures:

The M&A Brokers agrees to perform services in a professional and objective manner. While the research, process and analysis are expected to be both adequate and reasonable for the scope of the project, the analysis **will not** be unlimited in scope. Since we will be retained subject to time and budget limitations, we shall rely upon the facts and financial information provided by the owner or management to prepare the report.



Therefore, neither the engagement nor the report can be relied on to disclose any misrepresentation, fraud, deviations from GAAP or other errors or irregularities. Items beyond the scope of this assignment:

1. Site visit and meetings/interviews with key employees (due to usual confidentiality issues with selling partners, employees, vendors, customers, etc.).
2. Forensic accounting or any analysis involving typical CPA verification procedures.
3. Addressing bookkeeping errors.
4. Any other limitations will be noted in the report and/or discussed with the client.

Fees

BOV: For services rendered under this Agreement, Client agrees to pay to The M&A Brokers a fee of twenty five hundred dollars (\$2,500), with \$1,500 payable to The M&A Brokers upon execution of this agreement, and \$1,000 payable upon delivery of completed BOV.

1. The fee is non-refundable.
2. The M&A Brokers has not made and will not make any representation that the Company will actually sell.
3. A draft report will usually be presented within approximately 2-3 weeks, once all required information is provided by Client.

Marketing Package: Upon approval of The M&A Brokers' Broker Opinion of Value analysis (BOV), and direction from client to proceed (Representation Agreement), The M&A Brokers will prepare a marketing package, which will include a (blind) Business Profile ("tickler" sheet), and a comprehensive Confidential Business Review booklet (CBR), each to be approved by client. The fee for the Marketing Package is waived (\$0).

Indemnification:

Client agrees to indemnify, protect, defend and hold The M&A Brokers, its employees, affiliates, and agents, harmless from any and all claims, damages, demands, losses, liabilities & expenses, including, without limitation, reasonable attorney's fees and all amounts paid in investigation, defense or settlement of the foregoing that The M&A Brokers incurs or suffers which arise or result from any misrepresentations, falsification or non-disclosure of data or facts relating to the Company that the company, its officers, employees or agents made available to The M&A Brokers. If The M&A Brokers is named as a defendant in a lawsuit as a result of the opinion that is performed under this engagement and the plaintiff of said lawsuit is not an intended user, where a copy of the opinion was provided to them without written authorization from The M&A Brokers, the party responsible for providing an unauthorized copy will be responsible for all of The M&A Brokers' legal fees and settlement costs associated with the lawsuit.

I/We hereby accept this Agreement. Client hereby acknowledges having received and understood a fully completed copy of this Agreement.

Signature page follows.



Office: 310.320.5530
www.TheMABrokers.com

For The M&A Brokers:

Signature: *George Hicks*
Name/Title: George Hicks CBI, CBB
Chief M&A Officer
Date: _____
Address: 22735 Inspiration Point
Canyon Lake, CA 92587
Phone: 310.480-3401
Email: George@TheMABrokers.com

For Client:

Signature: _____
Name/Title: _____
Date: _____
Address: _____
Phone: _____
Email: _____