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PLEASE READ ABOUT YOUR FIRM PRIOR TO RELEASING ANY INFORMATION ABOUT THEIR BUSINESS. **Completion of this Form is Mandatory for Consideration as an Equity Group Buyer**

*PEG Profile For: _____

Print Business Name

1. What type of Company is your Investment Firm:
 Private Fund Private Equity Group
2. *Please list the following officers of the Firm and attach their associated biographies:
 CEO/President _____ Treasurer _____
 Secretary _____
3. Do you have a web site? If so what is the address? _____
4. *How long has your Firm been in existence? _____
5. •Does your firm have an equity position in acquisitions? _____ Is your firm primarily a lender?
6. *How many acquisitions do you buy or participate in per year? _____
7. *Does your Firm focus on specific industries? Which Industries? _____
8. Please give a brief description of your firm's recent acquisitions as well as date and size of each:

9. *Does your firm have an equity position in any of the above acquisitions? What Percent? _____
10. *Please give two references including telephone numbers from recent acquisitions:
 A: _____ B. _____
11. *How are your investment funds generated?
 Do you have funds committed and verifiable previous to investment? Fund size _____
 Do you have Principal Investors who have funds that are committed previous to making an offer?
 Do you have limited risk investors that will screen the transaction and commit funds after the negotiation is complete but before the transaction is funded?
12. *What is the down payment amount and the source of those funds that you **will be required to substantiate** at the time of making an offer: _____ Form of Substantiation. _____
13. *Firm equity [all assets minus all liabilities] exceeds: \$1,000,000 \$5,000,000 \$20,000,000
14. *Has firm ever filed for bankruptcy? Had a foreclosure? Had a judgment filed against it?
15. What is the Firm's timeframe to purchase? Immediate No hurry
16. Will the Firm supply management for an acquisition? _____ Will it require in place management? _____
17. What are the Firm's geographic limitations? _____

***Signature**

Date

Printed Name

Title

I certify that the above information is true and correct; that I represent and warrant that I have the authority to sign this profile on behalf of said entity and its owners; and acknowledge receipt of a copy of this profile.

***=Required**



Agency Disclosure

Under California law, a broker can be the agent of a seller or buyer, or both the seller and buyer. Below is a portion of California Civil Code section 2079.16, which explains concepts and definitions concerning the relationship between a principal and an agent in the sale of certain residential real estate. While the listing and sale of a business is not a transaction requiring the use of the form prescribed by that Code section, the information provided is completely applicable to the business sale context as well, and you are requested to read it carefully and acknowledge that you have been advised of its contents.

Excerpt from CALIFORNIA CIVIL CODE § 2079.16

SELLER'S AGENT: *A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:*

To the Seller: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.*
- (b) A duty of honest and fair dealing and good faith.*
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.*

BUYER'S AGENT: *A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:*

To the Buyer: a fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.*
- (b) A duty of honest and fair dealing and good faith.*
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.*

AGENT REPRESENTING BOTH SELLER AND BUYER: *A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:*

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.*
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.*

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

How Dual Agency Arises: When a broker lists a business for sale, the broker becomes an "agent" representing the seller. The same broker also often works with prospective buyers, and by the nature of that relationship, becomes a buyer's agent as well; this is called "dual agency." Conversely, a buyer's agent could introduce his or her client to a seller and become a dual agent in that transaction. When a buyer and seller are represented by different agents of the same brokerage firm, this is also a dual agency because the broker who employs each of the agents is really the agent for both parties.

Full Disclosure: Under California law, the buyer and the seller of a business are each required to fully and fairly disclose to the other, any and all information which is known to that party, or reasonably should be known, and which may or will be material to the other party's decision to enter into the transaction. Whether acting as an agent for only one party, or as a dual agent, an agent must make the same such disclosures to the other party, or to the other party's agent, and cannot

withhold material information which such agent may know, or in the exercise of reasonable diligence, should discover. However, a broker acting as a dual agent will not disclose written valuations or appraisals prepared for the seller (but upon request will disclose any comparable sales figures), nor the contents of any previous negotiations, contracts or offers between either the buyer or seller and any other parties.

Compensation: The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and a seller or buyer.

THE CALIFORNIA ASSOCIATION OF BUSINESS BROKERS MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM. A BROKER IS NOT LICENSED, QUALIFIED OR ENTITLED TO PROVIDE LEGAL, ACCOUNTING OR TAX ADVICE. SELLER AND BUYER MUST RELY UPON THEIR OWN KNOWLEDGE AND EXPERIENCE IN THESE MATTERS, AND EACH IS ADVISED TO CONSULT WITH INDEPENDENT ATTORNEYS, ACCOUNTANTS AND OTHER COMPETENT PROFESSIONALS IN ENTERING INTO AND COMPLETING THE TRANSACTION.

I have carefully read and understand the matters discussed above, I agree with the above conditions, and I have had the opportunity to ask questions and/or to seek the advice of legal counsel prior to signing below.

BUYER

SELLER

Print Name

Print Name

Signature

Date

Signature

Date

Print Name

Print Name

Signature

Date

Signature

Date

Corporation (or other entity)

Corporation (or other entity)

by: _____
Date

by: _____
Signature

Signature
Date

Print Name

Title

Print Name

Title