

BUYER'S CONFIDENTIALITY AND WARRANTY AGREEMENT

The undersigned (the "Buyer") understands and acknowledges that Empire Business Associates Inc., (the "Broker"), has an agreement with the owner(s) ("Seller") of the business and/or property that Buyer has expressed interest in acquiring from Seller ("Business"), whereby Broker has been retained, to represent Seller in the sale of the Business. Buyer understands and acknowledges the Broker is acting as the agent of the Seller and that Broker's primary duty is to represent the interests of the Seller.

In consideration for the provision of information concerning a business offered for sale through Broker, I hereby agree, acknowledge, and understand, in order to induce Broker or Seller to furnish certain information regarding the Business described below (the "Information") to Buyer for Buyer's evaluation and possible purchase of said Business and in consideration for Broker's or Seller's furnishing such information, Buyer understands, agrees, represents and warrants to Broker and Seller as follows:

1. The word "Buyer," as used herein, shall mean and include the undersigned individually, as a member of a partnership, as an employee, stockholder, officer or director of a corporation, as an agent, adviser or consultant for or to any business entity and in any other capacity whatsoever. "Information" shall include any information concerning the assets of the Business and the operation of its business, including but not limited to financial statements or summaries, accounting records, contracts, correspondence, or any other information regarding the Business's assets or business operations generally, whether or not such material is specifically marked or designated as confidential. Buyer acknowledges that the Information is of a proprietary and confidential nature, the disclosure of which to any other party will result in damage to the Seller and/or Business. Buyer therefore represents and warrants as follows:
 - (A) The Information furnished by Broker or Seller has not been publicly disclosed, has not been made available to Buyer by any party or source other than Broker or Seller and is being furnished only upon the terms and conditions contained in this Agreement.
 - (B) Buyer will not disclose the Information, in whole or in part, to any party other than persons within Buyer's organization, including independent advisers/consultants, who have a need to know such Information for purposes of evaluating or structuring the possible purchase of the Business. Buyer accepts full responsibility for full compliance with all provisions of this Agreement by such other persons.
 - (C) In addition to the prohibition against utilizing trade secret(s), Buyer will not utilize any other Information for any purpose other than evaluating the possible purchase of the Business, and specifically, without limitation agrees that it will not utilize any Information to enter into and/or engage in competition with the Business or assist or promote any other party(s) in so doing. The foregoing prohibition against utilizing Information to compete with the Business shall remain in effect for three (3) years from the date hereof and shall be applicable to competition within the presently existing market area of the Business. This provision is not meant to prohibit Buyer from competing with the Business, instead it is meant to prevent Buyer from using information obtained from the Business to compete with the Business.
 - (D) Buyer will not contact the Seller or Seller's employees, customers, suppliers or agents other than Broker for any reason whatsoever without the prior written consent of the Seller.
2. As further consideration, and to induce Seller to make the disclosure of Information to Buyer hereunder, Buyer agrees that it shall not, directly or indirectly, for a period of three (3) years from the date of this Agreement solicit any employee of the Business to terminate employment with Business, unless the employee contacts the Buyer on his own.
3. The Information furnished by Broker has been prepared by or is based upon representations of the Seller and Broker has made no independent investigation or verification of said Information. Buyer hereby expressly releases and discharges Broker from any and all responsibility and/or liability in connection with the accuracy, completeness or any other aspects of the Information and accepts sole and final responsibility for performing its own due diligence and evaluating the Information and all other factors relating to the Business.

4. Buyer represents that Buyer has sufficient financial resources to complete the transaction for the asking price and terms set forth herein.
5. In the event Buyer purchases any of Seller's assets in a reorganization, bankruptcy, auction, secured party sale, including forming a partnership, joint venture, or any other method where the Broker's commission or fee is compromised, Buyer shall assume the full responsibility for said commission or fee in the "Standard Listing Agreement" or similar agreement between the Seller and Broker.
6. Buyer will indemnify and hold harmless the Broker from any and all claims or actions arising from Buyer's acts in pursuing the possible purchase of the Business.
7. Buyer will not, for a period of three (3) years from the date hereof, enter into any agreement for the purchase of the Business, in whole or in part, or assist or promote any other party in so doing, unless such agreement to purchase provides for commission to be paid Broker, with the commission being defined as the amount agreed upon by Broker and Seller in the "Standard Listing Agreement" or similar agreement between those parties. Buyer authorizes and instructs any person or entity who may be handling the closing of the Business to pay and disburse out of the purchase proceeds directly to Broker, an amount equal to the commission owed by the Seller due Broker under the terms of the Listing Agreement. If Buyer violates the foregoing provision, Buyer will be liable for and pay said commission to Broker upon demand without any obligation on Broker's part to first exhaust any legal remedies against Seller.
8. This Agreement shall become effective on the date set forth below. The Buyer's obligations of confidentiality shall survive the termination of this Agreement unless and until the parties execute and close upon a definitive agreement concerning the Business.
9. The performance and construction of this Agreement shall be governed by the laws of the State of Ohio. All sums due hereunder shall be payable at the office of the Broker in Cuyahoga County, Ohio.
10. This Agreement shall be binding upon the Buyer, Buyer's heirs, executors, successors, assigns, administrators or representatives. If any provision of this Agreement shall be held to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect.
11. The parties hereby agree that a facsimile copy of this Agreement will be deemed an original for all purposes, and each hereby waives the necessity of providing the original copy of this Agreement.
12. The terms and conditions of this Agreement shall also apply to any other business and/or property on which Broker has been retained to represent the owner(s) in the sale thereof and on which Broker or owner(s) has furnished Information to Buyer. Further, it shall not be necessary for Buyer to execute any additional agreement(s) to that effect and any terms and conditions of this Agreement that refer to the date hereof shall automatically be adjusted to reflect the date on which Broker or owner(s) initially furnished Information to Buyer on such other business and/or property.
13. The provisions hereof cannot be assigned, modified, amended, supplemented or rescinded without the written consent of Broker and this Agreement sets forth the entire agreement and understanding of the parties hereto with respect to the subject matter described herein.

EXECUTED ON THIS _____ DAY OF _____, 200__.

I acknowledge that I have received, read, and understand this Agreement, and that I have had the opportunity to consult with my attorney regarding this Agreement:

PRINT NAME

SIGNATURE (Individually and as Duly Authorized Representative)

COMPANY

PHONE

ADDRESS

CITY / STATE / ZIP

FAX

EMAIL (Optional)

If you do not want to receive email notification of new businesses for sale, check this box