



**DBA Florida Business Sales, L.L.C.
Business Sales, Mergers and Acquisitions**

Non-Exclusive Buyer Representation And Confidentiality Agreement

Summary: The Purpose served by this agreement is as follows.

- 1. Confirm that you are contracting with Aviation Businesses For Sale, to locate a business for you to purchase.**
- 2. A complete understanding of the finder's fee schedule.**
- 3. Assure the confidentiality of information shared with you.**
- 4. Provide information about you as a buyer to the potential seller.**

The individual or entity designated as the buyer hereby grants to Aviation Businesses For Sale, (including agents, brokers and research personnel) the non exclusive and revocable right to represent Buyer in the acquisition of a business, or part thereof, at such price, terms and conditions accepted by Buyer and the Seller.

Aviation Businesses For Sale, shall diligently and professionally locate a business that is suitable to the Buyer.

This agreement commences on the date of the Buyers signature and continues thereafter until the termination date, which shall be earlier to occur (a) the date the business is purchased and all obligations of this agreement have been completed or (b) one year.

Buyer acknowledges that Aviation Businesses For Sale, will provide and/or arrange to provide from seller or seller's representative information concerning the business operation for the purpose of the Buyers consideration to purchase. Buyer agrees to hold information confidential, including but not limited to the name and locality of any business. Buyer accepts responsibility to assure that any and all persons associated with the Buyer regarding such potential purchase are likewise bound to this agreement.

If Buyer does not purchase said business, Buyer shall not directly or indirectly solicit in any fashion said business for a period of two years.

If Buyer does not pursue the purchase of said business, Buyer agrees to return to Aviation Businesses For Sale, all financial and other relevant information supplied to buyer for each business presented.

The Buyer understands that all financial information, business description, history, operating procedures and facility description supplied by Aviation Businesses For Sale, were provided by the seller. Aviation Businesses For Sale, has not audited this information and makes no representation, expressed or implied, as to its content, accuracy, and truthfulness of such information. Aviation Businesses For Sale, does not guarantee in any way the future performance of said business. Buyer acknowledges responsibility to perform due diligence at Buyer's expense prior to completion of purchase.

4003 Northwest 5th Dr , Deerfield Beach, FL 33442.

Email: info@aviationbusinessesforsale.com • Website: <http://www.aviationbusinessesforsale.com>



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Buyer agrees to cooperate with Aviation Businesses For Sale, in carrying out the purpose of this agreement. Buyer further agrees to consult appropriate professionals for related legal, tax and other specialized advice.

Buyer understands and accepts that Buyer may be asked to provide additional information about Buyer, including information about Buyer's financial history.

If during the term of this agreement or within one year after the termination of this agreement, Buyer enters into a contract to purchase any portion of any business presented by Aviation Businesses for Sale, it will be deemed to have earned a brokerage fee. The commission fee is based on 10% of the purchase price.

Purchase price is defined as the total consideration paid, directly or indirectly, for the business or its assets including but not limited to cash; cash equivalents; notes made to seller; liabilities assumed by buyers; real property; equipment; or intellectual property sold, licensed, optioned or leased; non-competition, employment, consulting or management agreements; any contingent payments; and stock or other securities received in exchange for seller's stock or assets.

Buyer agrees to indemnify Aviation Businesses For Sale, and hold Aviation Businesses For Sale, harmless from losses, damages and expenses of any nature, including attorney's fees.

This agreement supersedes all prior understandings or agreements between the parties with respect to its subject matter.

Scheduled Finders Fee

- 6% under \$1M
- 5% of \$1M- \$2M
- 4% of \$2M- \$4M
- 3% of \$4M- \$6M

By signing below, Buyer understands and agrees to all of the terms and conditions of this agreement.

Legal Name of Buyer (print) _____

Drivers License Number _____

Name of Representative (print) _____

Signature of Above-Named Individual and date _____

Mailing Address _____

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