

**Confidential Buyer Information Form**

**IMPORTANT INFORMATION FOR BUYERS**

**Solutions 4 Child Care, (S4CC)** represents sellers of quality child care businesses. Our client agreement requires us to obtain certain qualifying information from buyer prospects before we can disclose the name and location of our clients. Please attach any additional information that you feel is appropriate including resumes, acquisition search criteria, financial statements and/or financial references.

This information is essential to accurately match a buyer's acquisition criteria with wide range of selling situations marketed by S4CC. Please complete each part of this form and return it to S4CC to obtain disclosure information on a selling situation.

No financial information will be released to a potential buyer without receipt of a fully executed Confidentiality Agreement and evidence of financial capacity.

**1. Name and mailing address:**  
 Home \_\_\_\_\_ Company \_\_\_\_\_

\_\_\_\_\_

First & Last Name

\_\_\_\_\_

Title

\_\_\_\_\_

Company

\_\_\_\_\_

Mailing Address

\_\_\_\_\_

City State Zip

\_\_\_\_\_

Country Postal Code

**2. Contact numbers:**

Home \_\_\_\_\_

Home Fax \_\_\_\_\_

Office \_\_\_\_\_

Office Fax \_\_\_\_\_

Mobile \_\_\_\_\_

Pager \_\_\_\_\_

E-mail \_\_\_\_\_

www URL \_\_\_\_\_

**3. Buyer category:**      Corporate      Individual      Investment Group      Venture Capital

**4. How did you hear about Solutions 4 Child Care?**

Newspaper ad

Yellow Pages

The Internet

Mail

Referral

\_\_\_\_\_

Other \_\_\_\_\_

\_\_\_\_\_

"The Business Side of Child Care"

**6. For corporate buyers:** Private corporation? \_\_\_\_\_ How many shareholders? \_\_\_\_\_  
 Public company? \_\_\_\_\_ Stock exchange: \_\_\_\_\_ Symbol: \_\_\_\_\_  
 (Please enclose latest 10-K or 10-Q report)

Years established: \_\_\_\_\_ How many acquisitions in the past 5 years? \_\_\_\_\_  
 Describe main products or services:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Gross Sales	\$ _____
Net Earnings	\$ _____
Shareholders' Equity	\$ _____

Cash budgeted for an acquisition:
\$ _____

**6b. For individual buyers: CURRENT EMPLOYMENT:** \_\_\_\_\_

**CAREER BACKGROUND:** describe career to date, positions held, companies, years

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**EDUCATION:** \_\_\_\_\_

**Child Care Experience:** \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Have you ever owned your own business? \_\_\_\_\_ Yes \_\_\_\_\_ No Type: \_\_\_\_\_

**7. Financial Statement (must be completed to obtain seller information)**

<u>Assets</u>		<u>Liabilities</u>	
Cash	\$ _____	Notes Payable	\$ _____
Receivables	\$ _____	Mortgages	\$ _____
Real Estate	\$ _____	Other loans	\$ _____
Securities/CD's	\$ _____	Other liabilities	\$ _____
Fixed Assets	\$ _____	Total liabilities	\$ _____
Other	\$ _____		
Total Assets	\$ _____	Net Worth	\$ _____

Cash available for a transaction \$ \_\_\_\_\_ Source: \_\_\_\_\_

Targeted range of initial investment: min \$ \_\_\_\_\_ max \$ \_\_\_\_\_

"The Business Side of Child Care"

**8. Targeted Child Care Business**

**Licensure Size:** Less than 50 \_\_\_\_\_ 50 to 99 \_\_\_\_\_ 100 to 150 \_\_\_\_\_ 151-200 \_\_\_\_\_ 200+ \_\_\_\_\_

**Facility Size:** Less than 5,000 sq. ft. \_\_\_\_\_ 5,000 – 10,000 \_\_\_\_\_ 10,000 – 15,000 \_\_\_\_\_ 15,000+ \_\_\_\_\_

**Real Estate:** Prefer to Purchase \_\_\_\_\_ Prefer to Lease \_\_\_\_\_

**State Rating:** No preference \_\_\_\_\_ Low \_\_\_\_\_ Medium \_\_\_\_\_ High \_\_\_\_\_

**State Funding:** None \_\_\_\_\_ Less than 20% \_\_\_\_\_ Less than 50% \_\_\_\_\_ no preference \_\_\_\_\_

**Gross Revenues:** Less than \$500K \_\_\_\_\_ \$ 500K to \$ 1 Mil \_\_\_\_\_ \$ 1 Mil + \_\_\_\_\_

**Minimum pre-tax earnings \$** \_\_\_\_\_ **Minimum cash flow \$** \_\_\_\_\_

**Market Rate Target/Average per child:** \_\_\_\_\_

**Will replace director/management** \_\_\_\_\_ **Competent top management remained** \_\_\_\_\_

**Describe anticipated terms of deal:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Describe nature of ideal business to be acquired:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Geographic Preferences - Priorities for location of business to be acquired:**

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_  
5. \_\_\_\_\_

**General Non-Disclosure and Confidentiality Agreement**

This Agreement is made and entered into between the undersigned individually and on behalf of undersigned's business entity, its officers, directors, partners, shareholders, employees, agents and advisors (collectively "Reviewer") and Solutions 4 Child Care, Inc., a North Carolina corporation ("S4CC") for the benefit of S4CC and any subject business entity presented by S4CC as a potential acquisition candidate, referenced as Seller ("Seller").

Whereas Reviewer may request information from S4CC and a Seller for the purposes of investigating a possible acquisition through the purchase or transfer of assets, stock, partnership interests or otherwise, merger or joint venture involving all or part of the business interests owned by a Seller. Therefore, in consideration of the mutual promises and covenants contained herein, and to induce the release of information by Seller and S4CC, Reviewer agrees as follows:

1. Reviewer will not disclose any information obtained hereunder, or in the course of its investigations of the business interests of a Seller, or any person or organization not so authorized in writing, or make known to others by disclosure or confirmation, that Seller or any portion of its assets or ownership interests are for sale.
2. Reviewer shall not reveal this information to any broker, intermediary, lending institution, prospective equity partner, or other source without the specific prior written approval of S4CC. Reviewer shall not contact a Seller, its banker, accountant, attorney, employees, suppliers, competitors, customers or others who might have information concerning Seller for any purpose whatsoever (including the hiring of Seller's employees) without the prior written authorization of S4CC. The existence, extent and nature of this Agreement shall be fully disclosed to all individuals at such time they receive information hereunder and who shall thereafter be equally bound by the provisions hereof.
3. This Agreement applies to all information received by Reviewer from or on behalf of a Seller at any time which is not available to the general public. All information provided pursuant to this Agreement shall be deemed confidential and valuable and constitutes the proprietary trade secrets of Seller. Unauthorized disclosure of said information, even without intent to harm, shall cause substantial and irreparable damage to S4CC and Seller. All information provided to Reviewer shall be used for the sole purposes set forth hereinabove and shall not at any time, or in any manner, be utilized for any other purpose. At such time as its review and investigation of Seller are completed, or upon request of S4CC, Reviewer shall promptly return all information, in whatever form, without retaining copies, summaries or extracts thereof.
4. Neither S4CC or Seller makes any representation or warranty, express or implied, as to the truth, accuracy or completeness of any information provided to Reviewer under this Agreement. Any and all representations and warranties shall be made solely by Seller in a signed acquisition agreement or purchase contract and then be subject to the provisions thereof. Reviewer assumes full responsibility for its reliance upon such information and expressly waives all rights of recourse, if any, against S4CC for Reviewer's reliance thereon.
5. In the event of a dispute among the parties hereto, the prevailing party, in addition to the award of damages or any other remedy (including, as necessary, to ensure the confidentiality of Seller's information and trade secrets, injunctive relief), shall be entitled to recover its attorney fees and other reasonable costs incurred in enforcing this Agreement.
6. Reviewer understands and agrees Seller is an intended third party beneficiary of this Agreement and as such is entitled to enforce any breach hereof in Seller's own name. Reviewer understands and agrees it will no knowingly take any action such as will interfere with or adversely affect the rights of S4CC and/or Seller under any fee (or compensation) or other agreements.
7. The respective obligations of the parties under this Agreement shall survive for a period of three (3) years following the date hereof. Reviewer, in executing this Agreement, acknowledges S4CC is acting solely and exclusively as an agent for the Seller and therefore owes Seller its undivided loyalty, confidentiality and full disclosure.

I have read, and agree, and accept the terms of this General Non-Disclosure and Confidentiality Agreement, and further certify that the information in this Confidential Buyer Information Form is accurate as of the date of this document and I authorize S4CC to verify such information through such reference and background checks as its client may require.

REVIEWER(s): \_\_\_\_\_ (Print name)

Signed \_\_\_\_\_ Signed \_\_\_\_\_ Date \_\_\_\_\_