

**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. Once received, we will seek permission from the child care owners we represent to discuss their business with you. Without each owner's permission, we CAN NOT provide you any information. Therefore, it is very important that you complete these forms and provide sufficient information about yourself, business experience and financial capacity to purchase to pr

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

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First & Last Name

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Title

---

Company

---

Mailing Address

---

City State Zip

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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?**

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 child care business to be acquired:**

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

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

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

"The Business Side of Child Care"

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** \_\_\_\_\_

## WORKING WITH REAL ESTATE AGENTS

When buying or selling real estate, you may find it helpful to have a real estate agent assist you. Real estate agents can provide many useful services and work with you in different ways. In some real estate transactions, the agents work for the seller. In others, the seller and buyer may each have agents. And sometimes the same agents work for both the buyer and the seller. It is important for you to know whether an agent is working for you as **your** agent or simply working **with** you while acting as an agent of the other party.

This brochure addresses the various types of working relationships that may be available to you. It should help you decide which relationship you want to have with a real estate agent. It will also give you useful information about the various services real estate agents can provide buyers and sellers, and it will help explain how real estate agents are paid.

### SELLERS

#### ***Seller's Agent***

If you are selling real estate, you may want to “list” your property for sale with a real estate firm. If so, you will sign a “listing agreement” authorizing the firm and its agents to represent you in your dealings with buyers as your *seller's agent*. You may also be asked to allow agents from other firms to help find a buyer for your property. Be sure to read and understand the listing agreement before you sign it. Your agent must give you a copy of the listing agreement after you sign it.

***Duties to Seller:*** The listing firm and its agents must • promote your best interests • be loyal to you • follow your lawful instructions • provide you with all material facts that could influence your decisions • use reasonable skill, care and diligence, and • account for all monies they handle for you. Once you have signed the listing agreement, the firm and its agents may not give any confidential information about you to prospective buyers or their agents without your permission so long as they represent you. **But until you sign the listing agreement, you should avoid telling the listing agent anything you would not want a buyer to know.**

***Services and Compensation:*** To help you sell your property, the listing firm and its agents will offer to perform a number of services for you. These may include • helping you price your property • advertising and marketing your property • giving you all required property disclosure forms for you to complete • negotiating for you the best possible price and terms • reviewing all written offers with you and • otherwise promoting your interests.

For representing you and helping you sell your property, you will pay the listing firm a sales commission or fee. The listing agreement must state the amount or method for determining the commission or fee and whether you will allow the firm to share its commission with agents representing the buyer.

#### ***Dual Agent***

You may even permit the listing firm and its agents to represent you **and** a buyer at the same time. This “dual agency relationship” is most likely to happen if an agent with your listing firm is working as a *buyer's agent* with someone who wants to purchase your property. If this occurs and you have not already agreed to a dual agency relationship in your listing agreement, your listing agent will ask you to sign a separate agreement or document permitting the agent to act as agent for both you and the buyer.

It may be difficult for a *dual agent* to advance the interests of both the buyer and seller. Nevertheless, a *dual agent* must treat buyers and sellers fairly and equally. Although the *dual agent* owes them the same duties, buyers and sellers can prohibit *dual agents* from divulging **certain** confidential information about them to the other party.

Some firms also offer a form of dual agency called “designated agency” where one agent in the firm represents the seller and another agent represents the buyer. This option (when available) may allow each “designated agent” to more fully represent each party.

If you choose the “dual agency” option, remember that since a dual agent’s loyalty is divided between parties with competing interests, it is especially important that you have a clear understanding of • what your relationship is with the *dual agent* and • what the agent will be doing for you in the transaction.

## BUYERS

When buying real estate, you may have several choices as to how you want a real estate firm and its agents to work with you. For example, you may want them to represent only you (as a **buyer’s agent**). You may be willing for them to represent both you and the seller at the same time (as a **dual agent**). Or you may agree to let them represent only the seller (**seller’s agent** or **subagent**). Some agents will offer you a choice of these services. Others may not.

### **Buyer’s Agent**

*Duties to Buyer:* If the real estate firm and its agents represent you, they must • promote your best interests • be loyal to you • follow your lawful instructions • provide you with all material facts that could influence your decisions • use reasonable skill, care and diligence, and • account for all monies they handle for you. Once you have agreed (either orally or in writing) for the firm and its agents to be your *buyer’s agent*, they may not give any confidential information about you to sellers or their agents without your permission so long as they represent you. But **until you make this agreement with your buyer’s agent, you should avoid telling the agent anything you would not want a seller to know.**

*Unwritten Agreements:* To make sure that you and the real estate firm have a clear understanding of what your relationship will be and what the firm will do for you, you may want to have a written agreement. However, some firms may be willing to represent and assist you for a time as a *buyer’s agent* without a written agreement. But if you decide to make an offer to purchase a particular property, the agent must obtain a written agency agreement. If you do not sign it, the agent can no longer represent and assist you and is no longer required to keep information about you confidential. Furthermore, if you later purchase the property through an agent with another firm, the agent who first showed you the property may seek compensation from the other firm.

Be sure to read and understand any agency agreement before you sign it. Once you sign it, the agent must give you a copy of it.

*Services and Compensation:* Whether you have a written or unwritten agreement, a *buyer’s agent* will perform a number of services for you. These may include helping you • find a suitable property • arrange financing • learn more about the property and • other-wise promote your best interests. If you have a **written** agency agreement, the agent can also help you prepare and submit a written offer to the seller.

A *buyer’s agent* can be compensated in different ways. For example, you can pay the agent out of your own pocket. Or the agent may seek compensation from the seller or listing agent first, but require you to pay if the listing agent refuses. Whatever the case, be sure your compensation arrangement with your *buyer’s agent* is spelled out in a buyer agency agreement before you make an offer to purchase property and that you carefully read and understand the compensation provision.

### **Dual Agent**

You may permit an agent or firm to represent you **and** the seller at the same time. This “dual agency relationship” is most likely to happen if you become interested in a property listed with your *buyer’s agent* or the agent’s firm. If this occurs and you have not already agreed to a dual agency relationship in your (written or oral) buyer agency agreement, your *buyer’s agent* will ask you to sign a separate agreement or document permitting him or her to act as agent for both you and the seller. It may be difficult for a *dual agent* to advance the interests of both the buyer and seller. Nevertheless, a *dual agent* must treat buyers and sellers fairly and equally. Although the *dual agent* owes them the same duties, buyers and sellers can prohibit *dual agents* from divulging **certain** confidential information about them to the other party.

Some firms also offer a form of dual agency called “designated agency” where one agent in the firm represents the seller and another agent represents the buyer. This option (when available) may allow each “designated agent” to more fully represent each party.

If you choose the “dual agency” option, remember that since a *dual agent’s* loyalty is divided between parties with competing interests, it is especially important that you have a clear understanding of • what your relationship is with the *dual agent* and • what the agent will be doing for you in the transaction. This can best be accomplished by putting the agreement in writing at the earliest possible time.

### ***Seller’s Agent Working With A Buyer***

If the real estate agent or firm that you contact does not offer *buyer agency* or you do not want them to act as your *buyer agent*, you can still work with the firm and its agents. However, they will be acting as the *seller’s agent* (or “subagent”). The agent can still help you find and purchase property and provide many of the same services as a *buyer’s agent*. The agent must be fair with you and provide you with any “material facts” (such as a leaky roof) about properties.

But remember, the agent represents the seller - not you - and therefore must try to obtain for the seller the best possible price and terms for the seller’s property. Furthermore, a *seller’s agent* is required to give the seller any information about you (even personal, financial or confidential information) that would help the seller in the sale of his or her property. Agents must tell you *in writing* if they are *seller’s agents* before you say anything that can help the seller. But **until you are sure that an agent is not a *seller’s Agent*, you should avoid saying anything you do not want a seller to know.**

*Sellers’ agents* are compensated by the sellers.

### **FOR BUYER/SELLER**

***This is not A contract***

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*Date*

Solutions 4 Child Care (Dailey & Associates, Inc.)

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*Firm Name*

Donna Dailey

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*Agent Name*

*License Number*

### ***Disclosure of Seller Subagency (Complete, if APPLICABLE)***

*When showing you property and assisting you in the purchase of a property, the above agent and firm will represent the SELLER. For more information, see “Seller’s Agent Working with a Buyer” in the brochure.*

*Agent’s Initials Acknowledging Disclosure:*

Donna Dailey

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## WORKING WITH REAL ESTATE AGENTS

**Agents are required to review this with you AND must retain this acknowledgment for their files.**

***This is not a contract***

By signing, I acknowledge that the agent named below furnished a copy of this brochure and reviewed it with me.

_____	_____
<i>Buyer or Seller Name (Print or Type)</i>	<i>Buyer or Seller Name (Print or Type)</i>
_____	_____
<i>Buyer or Seller Signature</i>	<i>Buyer or Seller Signature</i>
_____	_____
<i>Date</i>	<i>Date</i>

Solutions 4 Child Care (Dailey & Associates, Inc.)

_____
<i>Firm Name</i>
Donna Dailey
_____
<i>Agent Name and License Number</i>

**Disclosure of Seller Subagency  
(Complete, if APPLICABLE)**

When showing you property and assisting you in the purchase of a property, the above agent and firm will represent the SELLER. For more information, see "Seller's Agent Working with a Buyer" in the brochure. Buyer's Initials Acknowledging Disclosure: \_\_\_\_\_