



# SAILS BUSINESS BROKERS

Commercial Real Estate/Business Acquisitions

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Web Site: [www.SailsBusinessBrokers.com](http://www.SailsBusinessBrokers.com)

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Note: Approval of this Agreement will allow us to provide you with information on businesses and properties we are working with now and in the future. We will not need additional approval on future business or property opportunities. The terms of this Agreement are in effect for all business and properties discussed, at any time, between **SAILS REALTY LLC** and the undersigned party/parties.

The undersigned prospective purchaser (s) hereby request information on business and properties represented by **SAILS REALTY LLC**, also referred to as "the Broker." In consideration for **SAILS REALTY LLC** providing such information to prospective buyers, the Buyer hereby agrees to the following:

1. The undersigned, hereby certifies that any and all information provided by **SAILS REALTY LLC** with respect to any corporation, partnership, or entity (hereinafter, Companies) or Real Estate Property (hereinafter, Properties) for the purpose of considering such Companies/Properties for purchase will be kept confidential. This information will remain the property of **SAILS REALTY LLC**; it will be kept in my possession and will not be divulged to any party except to those whose knowledge of the information is required to evaluate the Companies/Properties as potential acquisitions and who shall assume the same obligations as set forth in this letter, without prior written approval from **SAILS REALTY LLC**.
2. To conduct ALL further inquiry and communication regarding the Companies/Properties exclusively through. At no time **SAILS REALTY LLC** shall the Buyer contact the Seller, his employees, suppliers, customers, or advisors.
3. It is further understood that the purpose of this letter is to protect the Companies and/or Owners of Properties that **SAILS REALTY LLC** is offering for sale. The Seller's ability to remain competitive within their marketplaces hinges upon their success in keeping any thought of a sale from reaching their suppliers, customers and employees. Thus, all conversations and documents shall be held in strict confidence and discussed solely with agents of **SAILS REALTY LLC**, as Seller's representative.
4. It is understood that (a) **SAILS REALTY LLC** makes no representation or warranty as to the completeness or accuracy as to any information presented regarding Companies or Properties and is not liable for any information relayed to the Buyer(s) Any and all representations and warranties shall be made solely by the Seller(s) and shall be set forth in a signed purchase contract and then be subject to the provisions thereof. The undersigned acknowledges the responsibility to perform a due diligence review at my own cost and expense prior to any acquisition of said Company/Property. Buyer understands that Broker will not provide any legal, accounting or tax advice to Buyer and that the appropriate professionals must be retained for such services and advice.
5. Unless otherwise agreed to in writing by **SAILS REALTY LLC** and the Buyer(s), the Seller is to pay the brokerage commission as agreed to in a separate, written Listing Agreement between the Seller and **SAILS REALTY LLC**. In consideration for introducing and furnishing me with information on Companies/Properties for sale, I agree that if I should purchase any Company or Property, or enter into a lease purchase agreement within eighteen (18) months of the date it was introduced to me by **SAILS REALTY LLC** the agreed to commission shall be due to the Broker from the Seller. However, should the undersigned prospective Buyer(s) act directly or non- directly to circumnavigate the Broker's right to his commission or abide by the terms of this Agreement, it is hereby understood that the Buyer may be held personally responsible for the brokerage fee and any and all of the Broker's legal expense in enforcing Broker's rights herein.

I acknowledge receipt of this document: Date: 2/4/08 Sails Realty LLC Agent \_\_\_\_\_

Print Name: ANDREW LYME Signature: \_\_\_\_\_

Address: LEVEL 12, 201 BROAD ST STAMFORD CT, 06901.

Phone: Home: \_\_\_\_\_ Cell: 203 962 5073 Work: \_\_\_\_\_

Email: ANDREW@CWCICNORCLEARNING.COM Fax: \_\_\_\_\_

Business/Property Interest: CHILD CARE CENTERS

CompanyName: CWCICNORCLEARNING CENTERS Address: \_\_\_\_\_

Agent's Notes: