

The undersigned (herein "we" or "us") is/are exploring the possibility of purchasing a business ("Business") based on the terms below.

- 1. Authorization:** We hereby authorize Mill3nnium Group Inc. (hereinafter Mill3nnium) to act for us in seeking to find an appropriate business. Mill3nnium will provide us with consultations, general advice concerning Businesses for sale, access to MILL3NNIUM's confidential listings of Business and other potentially valuable information and services. We understand we are responsible to do our own inquiries, investigation, and due diligence.
- 2. Agency:** In exchange for such information and services, we agree to respect and utilize MILL3NNIUM solely with respect to any Business to which we are introduced by MILL3NNIUM at any time.
- 3. No Fee for Listed Business:** We have been advised that No Fee shall be payable by us to MILL3NNIUM if the Business acquired is currently or subsequently listed with MILL3NNIUM.
- 4. Exclusive Negotiations:** In exchange for MILL3NNIUM's assistance we agree: **a.** We will not enter into any negotiations for the purchase of any MILL3NNIUM Listed Business or any other businesses to which MILL3NNIUM has introduced us, otherwise than through a representative of MILL3NNIUM. **b.** For a period of two (2) years after we cease to use MILL3NNIUM services, we will not use, or accept the services of any other broker or intermediary with respect to any MILL3NNIUM Listed Business or any other Business to which MILL3NNIUM has introduced to us. **c.** The undersigned expressly acknowledges that the agency created by this agreement shall not preclude MILL3NNIUM from acting as agent for any seller or another prospective purchaser or purchasers, or inhibit MILL3NNIUM from providing listing information to such other prospective purchasers.
- 5. Buyer Confidentiality:** In consideration for MILL3NNIUM providing us with sensitive confidential information relating to certain business enterprises which MILL3NNIUM represents or has been retained to offer for sale, we hereby agree with MILL3NNIUM as follows: **a.** We recognize that MILL3NNIUM has contracts executed with its clients providing for fees and/or commissions to be earned by MILL3NNIUM on the sale or exchange of such Businesses. Therefore, we will not seek to circumvent MILL3NNIUM in any way. We understand that any breach of this Agreement by us may result in loss, cost, or damage to MILL3NNIUM, and that we will be financially responsible for such loss, cost or damage. In addition, we agree not to close on any business unless MILL3NNIUM has been paid by the Seller of that business, **b.** We will not disclose to any non-involved third party (parties other than partners, investors, lenders or professional advisors) any of the information provided to us by MILL3NNIUM pertaining to any Business shown or identified to us by MILL3NNIUM; **c.** We will not contact or attempt to contact any of the principals, employees, suppliers, creditors, customers or competitors of such Business except through and with permission of MILL3NNIUM. Any offers or proposals to purchase any such business or business opportunity will be made and presented to Sellers only by and through MILL3NNIUM.
- 6. Buyer Responsibility:** In the event we purchase any business through MILL3NNIUM, we understand that the final responsibility for the purchase decision will be solely ours, and that MILL3NNIUM shall be, in no way, responsible for the representations of the seller the terms of the purchase contract, the fulfillment of the purchase contract, or any other terms and conditions to be negotiated solely between the Seller and us.
- 7. Leasing:** In the event that we do not purchase any of the locations listed herein from the business owner, but **instead** lease the business from the landlord or any other person who controls the Location, then MILL3NNIUM shall be entitled to a leasing commission (minimum leasing commission to MILL3NNIUM is fifteen thousand dollars (\$15,000)).
- 8. Hold Harmless:** We agree to hold Mill3nnium and its agents harmless from any misrepresentations made by the seller.
- 9. Representation:** We understand that MILL3NNIUM is representing the Seller as marketing agents and act solely on their behalf. For the purpose of representation, MILL3NNIUM shall arrange a meeting between us and the Seller at which time the Seller will represent and confirm all information, facts and figures directly to us. We further understand that MILL3NNIUM has urged and strongly recommended that we personally verify all information, facts and figures presented to us and that we rely upon our own verification and that of our own legal, tax and financial advisors for professional assistance of that type.
- 10. Arbitration:** Any action or dispute between me and MILL3NNIUM, including issues of arbitrability, shall, at the option of either party, be determined by arbitration administered by the National Arbitration Association, (www.nataxb.com) under its Commercial Arbitration Rules.

IMPORTANT NOTICE: You are instructed not to introduce yourself to sellers or their employees. Look at the LOCATION ONLY, and then contact us for an appointment with the owners.

CONTACT INFORMATION		Listing Information- <i>Please insert the Listing ID Number for the business which you would like more information on. Add the Broker's Name if you know it</i>	
Name(s):		Listing ID	Broker (if known) Augusto Zuniga
Address:		Agreed to and Accepted by: <input checked="" type="checkbox"/> _____ <input checked="" type="checkbox"/> _____ Accepted Buyer Date <input checked="" type="checkbox"/> _____ <input checked="" type="checkbox"/> _____ Accepted Buyer Date <input checked="" type="checkbox"/> _____ <input checked="" type="checkbox"/> _____ Accepted Mill3nnium Business Brokers Date	
City, State, Zip:			
Email:			
Home Phone:			
Work Phone:			
Cell Phone:			
Fax:			

NOTICE: All individuals reviewing confidential information provided by MILL3NNIUM are required to complete this form. Please SIGN & FAX to 1-480-287-8787

INTERNAL USE ONLY:

Date Shown	Name of Business	Business Address	Listing ID#