



TEXAS ASSOCIATION OF BUSINESS BROKERS

SCHEDULE 2

Additional Terms and Provisions

Only those boxes marked and initialed apply

Information. Seller agrees to promptly furnish checked items to Broker at this time or within 10 days of this Agreement:

- | <input checked="" type="checkbox"/> | <u>Initials</u> | <u>Document</u> |
|-------------------------------------|-----------------|--|
| <input type="checkbox"/> | _____ | Owners Discretionary Earnings Analysis dated _____, 20____. Exhibit "A". |
| <input type="checkbox"/> | _____ | TREC Brokerage Services Disclosure. |
| <input type="checkbox"/> | _____ | Supplemental list of assets, liabilities and/or exclusions. |
| <input type="checkbox"/> | _____ | Income Tax returns for the previous _____ years. |
| <input type="checkbox"/> | _____ | Financial statements, including income statements and balance sheets, for the most recent year and the most recent accounting period. |
| <input type="checkbox"/> | _____ | Monthly financial statements current as of 30 days. |
| <input type="checkbox"/> | _____ | Quarterly financial statements current as of 90 days. |
| <input type="checkbox"/> | _____ | Current furniture, fixture and equipment list signed and dated. |
| <input type="checkbox"/> | _____ | Lease agreements. |
| <input type="checkbox"/> | _____ | TREC Seller Disclosure Property Condition |
| <input type="checkbox"/> | _____ | Consent form appropriate for your type of business ownership. Consent of Spouse, Partners Consent or Corporate Resolution authorizing this action and providing authority to complete this agreement and the Sale of the Business. |
| <input type="checkbox"/> | _____ | Other (Specify) |

Advertising.

- | | | |
|--------------------------|-------|---|
| <input type="checkbox"/> | _____ | Seller agrees to reimburse Broker for the cost of any newspaper or periodical advertising, marketing brochures, presentation packages, signage, and other advertising cost, up to an amount of \$_____. |
|--------------------------|-------|---|

Expenses.

- | | | |
|--------------------------|-------|---|
| <input type="checkbox"/> | _____ | Seller shall promptly pay to Broker, upon invoicing, the reasonable expenses incurred by Broker pursuant to this Agreement, including, without limitation, expenses of travel, credit checks, and entertainment of prospects; provided, however, that no individual expense with the exception of advertising, in excess of \$_____ will be incurred without Seller's prior approval. Any expenses incurred by Broker and reimbursed by Seller shall be deducted from any commission or fee due Broker. |
|--------------------------|-------|---|

Real Estate. At or prior to the closing, Seller agrees to provide, at his sole expense:

- | | | |
|--------------------------|-------|--|
| <input type="checkbox"/> | _____ | A Title Policy or Abstract of Title. |
| <input type="checkbox"/> | _____ | Environmental Studies. Phase I and, if required, Phase II. |
| <input type="checkbox"/> | _____ | Survey. An on the ground survey. |
| <input type="checkbox"/> | _____ | Other (Specify) |

Additional provisions, terms or conditions.

- | | | |
|--------------------------|-------|---|
| <input type="checkbox"/> | _____ | - |
| <input type="checkbox"/> | _____ | - |
| <input type="checkbox"/> | _____ | - |
| <input type="checkbox"/> | _____ | - |
| <input type="checkbox"/> | _____ | - |

Seller's Authorized Signature _____

Date: _____