

## EXHIBIT A Questionnaire

Dear business owner[seller] :

**As a condition precedent to NILE Merchant Corporation or it's assignee [NMC OR BUYER] submitting an offer to purchase the stock [or if an LLC the membership interest of]** seller represents he/she owns' 100% of. NMC requests that the seller completes this questionnaire & sign at the bottom for accuracy. NMC will rely on the contents contained herein to structure the purchase price, its components, and provide you with the purchase contract to close this transaction 90 days from the date the purchase contract was signed by the parties. The contents contained herein as well as the contents contained in NMC's to be transmitted purchase contract the parties will remain confidential.

The seller will attach as **EX 1 A ONE [1] page DESCRIPTION OF THE COMPANY;** ITS key employees & customers ,its market niche services, whether it owns any patents or technology giving it a competitive edge & describe the edge, whether it uses any offshore subcontractors to reduce engineering direct labor costs and the offshore hourly rate compared to the companies hourly rate for an equivalent engineer, the approximate number of offshore employees used. Is the architect the owner and if not what is the architect's compensation. Does the company have signed employment contracts or is its staff independent contractors and the average employee's years in service with the company. Is there any assumed profit sharing with any employees and the annual amount exclusive of the owner portion. If a pension fund or insurance for company's employees describe & the amount or % of employee's compensation. Do the employees work from home or in the office and if the owner or family leases the building to the company include its value, less any mortgages, if it were advertised for 90 days and then sold without a lease and without any auctioneer fees ,include the company's lease term and amount with the taxes on the property and any repairs needed to bring the property to A1 conditions costs or broker fees. Will the seller stay on for the 5 years as the buyer projects a public offering or other liquidity event to give its investors a capital gain.

**NOTE[ One of the most important reasons to join NMC is that it's an industry aggregator.** It purchases companies that are smaller than public entities, consolidates to make each company approximately 10++ greater in revenue and profit over 5 years. NMC will have 48 Dealmakers growing companies in this industry and if they all purchase 2 a year out of the 7,200 offered for sale each year out of 295,000 competitors in the world. USA & UK have 20,000 competitors & sell off 600 a year . [NMC only needs to purchase 100 a year out of 7,200 offered for sale to reach its goals. NMC senior management resumes demonstrates that with six [6] dealmakers a year it averaged buying 10 corporations per year on average [1.6 corporations per year per dealmaker without any AI]. Then this buyer should grow 10 companies like yours over 5 years with the synergies by consolidation of about 50% of the 10 companies. If you want your company to be used as the consolidator then it is projected to grow 2 times in 5 years with 2 small add-ons over the first 5 years to grow profitability 3 times. As a consolidator your company's profitability by the end of the 5<sup>th</sup> and your preferred warrants are projected to grow 3 times the preferred face

value! Its a lot better than 4% from a bank. Assuming each of NSDC 48 dealmakers all reach that goal your Buyer warrants when exercised are projected to be worth at a public multiple about \$315 million. NSDC 48 dealmakers' production would be worth about \$15 billion if NSDC obtains a P/E ratio of 25 times [Microsoft sells on oct10,23 for **32 times its P/E ratio**; which is the equivalent of 18 times EBT assuming you sold at 4 times you would triple your investment with NMC deserving its portion of the capital gain. So any seller that sells to NMC while receiving \$6 million in cash instead of \$4 million In cash and \$2million in tax free preffered [or any amount you feel comfortable with]which in 5 years could be worth another \$6 million needs to ask themselves what was the reason they didn't take advantage of the opportunity when NMC took it buying your company.? Why sell to NMC at all if you don't want the preffered advantages. Remember if there is no liquidity event you saved \$500,000.00 in capital gains tax on the \$2 million portion of the purchase price as the preffered is tax free to the seller plus your dividend of 5% on\$2 million is\$100,000.00 a year taxed at 20%= \$80,000.00 a year while if you invested the \$2 million ,net of the taxes of \$500,000.00 =a net of \$1,500,000.0 after federal taxes of 37% plus state tax of 10% you end up with \$37,000.00 a year [Losing \$50,000.00 for 5 years equal \$250,000.00 ;that's a New Bently for Christmas.! All of NMC dealmaker partners receive no base compensation only a monthly percentage of the pretax profits with a CAP on compensation providing NMC with being the low cost aggregator of business in the industry and all our dealmakers are entrepreneurs just as the seller .

**Exhibit 2 :** attach the companies' last 2 years financial statements with the Stub period financial statement for the current year . The seller will attach as EX 2 & cosign the 2-way NDA to protect each of the party's confidentiality as well as a 2 way non disparagement.

**Exhibit's 3:** the seller will counter sign as will the broker, if any, NMCS' 2 way NDA which NMC has already signed. All Contracts submitted by NMC are subject to sellers' clarification if under the sellers asking price for the company or its assets if the seller prefers.

PLEASE ANSWER THE BELOW NUMBERED QUESTIONS:

ASKING PRICE \$-----,-----,-----.00

**1] the owner of 100% of the stock of the below named corporation is-----**  
**2] the name of the corporation which the SELLER owns is-----; the corporation's address e-mail and telephone number is listed below:-----**  
 -----,-----,-----

**3]What is does the sellers project the company's current fiscal year end revenue and pretax profits will be \$-----; \$-----.[prior to any interim profit distribution to seller or employees unless the company is contractually obligated to pay those bonus whether orally or in writing. If the company is obligated name the person and the bonus obligation plus the monthly compensation of each of those company employees and years in service with company and officers or directors title and name of the employees function for company on a separate page if the list is longer than the below3 lines:**

3A]name

3B]Name-----

3C]Name-----  
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Sellers projection of company's revenue & pretax profit for this current year revenue must be computed prior to seller[owners]distribution of pretax profits to self or add back whatever has already been taken if already distributed.in the plus bonus's' ,pensions', profit sharing for seller. Do not deduct any bonus's to employees that were not given as an oral or written understanding with the companies to its employees .

4]If the seller or family members lease any furniture, equipment, office space to company state and describe the space footage, the land acreages ,weather masonry, wood, ceiling height the age, amount of financing on the assets include the current lease with the company and the orderly liquidation value if advertised for 90days and sold at arm's length to buyer without any auction or brokers fees. The buyer would like to purchase it at the orderly advertised price &ask seller to sell to company a the closing as a company asset if company leases 5%+ of the property for that price. What is sellers estimated value? \$-----,-----,----

5]identify any patents owned by company or in sellers name used by company and the sellers value of the patent years left on its protection. Patent #-----years left-----

6]If any customer of company annual sales are over 10% & if a repeat customer name the company[s] -----, the % of annual sales ,-----,the GPM%-----Yrs. a cust---

A]-----/-----/-----

B]-----/-----/-----

C]-----/-----/-----

Signed by seller----- date----/----/----

Signed by seller's accountant if it will provide its services after closing to buyer-----  
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Seller attach EX 1 & EX 2 & NMC includes EX3 the 2 way NDA for sellers signature/brokers signature with NMC signature already executed