

NON-DISCLOSURE AGREEMENT

BUYER, as an individual or as a principal/employee/officer and/or agent of any prospective buyer, hereby acknowledge that the identity of prospective Sellers and certain confidential information and trade practices of Sellers and their businesses will be revealed to me by Select Business Group, Inc. ("SBG") These disclosures will be given in SECRECY AND CONFIDENCE and used for the sole purpose of assessing the prospective purchase of a business through SBG.

BUYER is interested in receiving the identity of and specific information concerning Seller's business, its products and financial condition prior to initiating discussions with the Seller. If said information is satisfactory, BUYER intends to hold discussions regarding its prospective purchase of either the assets and business of the Seller or its capital stock. During such discussions, there will be revealed and disclosed further proprietary information relating to the Seller's business, including but not limited to, financial details, operating results, customer base, supply sources, technical know-how, third party agreements, etc. All of the information provided is to be considered confidential information unless specifically agreed otherwise by the Seller in writing.

This Agreement sets forth BUYER'S understanding and acknowledgement that the confidential information is a unique and valuable asset of the Seller's business(es), access to and knowledge of which are essential to the pursuit of Seller's business purposes, and uncontrolled disclosure of which would be harmful to Seller's business. BUYER agrees that, prior to, during and after the discussions it shall not, under any circumstances, in whole or in part, for any reason or purpose whatsoever, disclose the confidential information to any person or entity, except for business counselors of undersigned, who shall be advised of this document by the undersigned. Upon termination of the discussions, BUYER shall immediately deliver to SBG and Seller (without retaining any copies) all confidential information received by BUYER in any form. The mere fact of the discussions shall not commit the Seller or BUYER to consummate any prospective purchase and sale or any other transaction which may have been intended or discussed.

BUYER acknowledges that any breach of the Non-Disclosure Agreement, directly or indirectly, shall be deemed harmful to Sellers and SBG. Upon violation or threatened violation of the terms of this Agreement, SELLER and SBG shall be entitled to injunctive and/or other equitable relief on the grounds that such conduct, if not restrained and/or other equitable relief not granted, would result in irreparable and serious harm to SELLER and SBG for which damages would be an inadequate remedy. SELLER and SBG shall be entitled to reimbursement for all expenses, including attorney's fees incurred in attempting to enforce and protect its interests as stated herein except as BUYER shall be found in compliance with this agreement in a court of law. In consideration of the Seller's identity and information given, BUYER agrees that this Agreement will be governed by the laws of the State of Colorado and that all actions that may arise in law and/or equity shall be brought in the City and County of Denver, State of Colorado.

BUYER acknowledges and agrees that maintaining confidentiality is critical to the continued operation of Seller's Business and BUYER wishes to be provided details of such Business, as such, Buyer agrees as follows:

- 1) BUYER authorizes SBG to provide the identity and information of prospective BUYER to Sellers. The identity of all Sellers revealed to BUYER, verbally or in writing by SBG, shall be covered by this Agreement.
- 2) All information provided has been furnished by Seller and while believed correct has not been verified and is not warranted by SBG, SBG makes no representations as to its accuracy or completeness.
- 3) BUYER shall not contact Sellers directly but will channel all negotiations, inquiries, investigations, and offers, if any, directly through SBG, unless authorized in writing to negotiate directly with the Seller by SBG
- 4) BUYER shall not contact or speak about Seller's business with any party related to the business, including but not limited to employees, contractors, customers, suppliers, landlord or competitors.

BUYER acknowledges and confirms that SBG is acting as agent for the SELLER and not as agent for the BUYER, unless a BUYER Brokerage Agreement has been executed between BUYER and SBG. BUYER will protect Select, Inc's right to the fee under Select, Inc's Agreement with the Seller. BUYER understands that if BUYER interferes in any way with Select, Inc's contractual right to a fee from the Seller, BUYER may be personally liable for payment of such fee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date hereon. The undersigned hereby confirms that he/she has received a copy of this document.

Accepted and Approved By: _____
Signature-Buyer

_____ Full Name (please print)

_____ Date

Address

_____ Phone (mobile)

_____ City, State & Zip Code

_____ Phone (evenings) e-mail Address

Acknowledged:


Fred M. Mehring, President

SELECT Business Group, Inc.
7900 E. Union Ave., Suite 1100
Denver, CO 80237

303-771-3100 Phone
303-477-6010 Fax
303-669-7846 Mobile
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The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(BDB24-10-19) (Mandatory 1-20)

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE SELLER AGENCY, BUYER AGENCY OR TRANSACTION-BROKERAGE.

BROKERAGE DISCLOSURE TO BUYER DEFINITIONS OF WORKING RELATIONSHIPS

Seller's Agent: A seller's agent works solely on behalf of the seller to promote the interests of the seller with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the seller. The seller's agent must disclose to potential buyers all adverse material facts actually known by the seller's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the seller.

Buyer's Agent: A buyer's agent works solely on behalf of the buyer to promote the interests of the buyer with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the buyer. The buyer's agent must disclose to potential sellers all adverse material facts actually known by the buyer's agent, including the buyer's financial ability to perform the terms of the transaction and, if a residential property, whether the buyer intends to occupy the property. A separate written buyer agency agreement is required which sets forth the duties and obligations of the broker and the buyer.

Transaction-Broker: A transaction-broker assists the buyer or seller or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction, without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a buyer's financial ability to perform the terms of a transaction and, if a residential property, whether the buyer intends to occupy the property. No written agreement is required.

Customer: A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.

RELATIONSHIP BETWEEN BROKER AND BUYER

Broker and Buyer referenced below have NOT entered into a buyer agency agreement. The working relationship specified below is for a specific property described as:

all business and real estate listings the Broker introduces to Buyer

or real estate which substantially meets the following requirements:

Buyer understands that Buyer is not liable for Broker's acts or omissions that have not been approved, directed, or ratified by Buyer.

CHECK ONE BOX ONLY:

Multiple-Person Firm. Broker, referenced below, is designated by Brokerage Firm to serve as Broker. If more than one individual is so designated, then references in this document to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

One-Person Firm. If Broker is a real estate brokerage firm with only one licensed natural person, then any references to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as Broker.

CHECK ONE BOX ONLY:

Customer. Broker is the seller's agent seller's transaction-broker and Buyer is a customer. Broker intends to perform the following list of tasks: Show a property Prepare and Convey written offers, counteroffers and agreements to amend or extend the contract. Broker is not the agent or transaction-broker of Buyer.

Customer for Broker's Listings – Transaction-Brokerage for Other Properties. When Broker is the seller's agent or seller's transaction-broker, Buyer is a customer. When Broker is not the seller's agent or seller's transaction-broker, Broker is a transaction-broker assisting Buyer in the transaction. Broker is not the agent of Buyer.

Transaction-Brokerage Only. Broker is a transaction-broker assisting the Buyer in the transaction. Broker is not the agent of Buyer.

Buyer consents to Broker's disclosure of Buyer's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee does not further disclose such information without consent of Buyer, or use such information to the detriment of Buyer.

DISCLOSURE OF SETTLEMENT SERVICE COSTS. Buyer acknowledges that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

THIS IS NOT A CONTRACT. IT IS BROKER'S DISCLOSURE OF BROKER'S WORKING RELATIONSHIP.

If this is a residential transaction, the following provision applies:

MEGAN'S LAW. If the presence of a registered sex offender is a matter of concern to Buyer, Buyer understands that Buyer must contact local law enforcement officials regarding obtaining such information.

BUYER ACKNOWLEDGMENT:

Buyer acknowledges receipt of this document on _____.

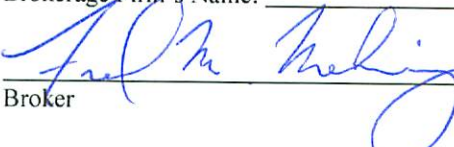
Buyer

Buyer

BROKER ACKNOWLEDGMENT:

On _____, Broker provided _____ (Buyer) with this document via email _____ and retained a copy for Broker's records.

Brokerage Firm's Name: Select Business Group, Inc., Fred Mehring, Broker


Broker

PERSONAL INFORMATION

Name _____
Spouse _____
Address _____
City _____ State _____ Zip _____
Telephone (Day) _____ (Evening) _____ Cell# _____
E-mail address _____ FAX# _____

Financial:

Minimum Monthly Income Requirement \$ _____
Amount Available to Invest \$ _____
Other Sources _____
Anticipated Possession Date _____
Size of Family _____
Spouse Involvement _____
When do you want to take possession of business? _____

Background:

Previous Business Ownership _____
Type of Business Preferred _____
Previous Employment _____

Objectives in purchasing a business _____

Education _____

Business Previously Considered _____

Do you Posses Any of the Following Skills?

Mechanical _____
Management _____
Administration _____
Computers _____
Other _____

Will You Consider any of the Following?

Retail _____
Food, Beverage, Liquor _____
Franchise _____
Dry Cleaning/Laundry _____
Services _____
Other _____

What Locations or Areas Will You Consider?

Other remarks _____

FRED M. MEHRING
SELECT BUSINESS GROUP, INC.
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Denver, CO 80237
303-771-3100 • fmehring@selectbg.com

FINANCIAL STATEMENT

ASSETS

Cash on hand and in Banks	
U.S. Government Securities	
Other Stocks and Bonds	
Accounts, Loans and Notes Receivable	
IRA's, 401 (k)	
Value of Businesses Owned	
Real Estate - Home	
Other Real Estate - Describe	
Automobiles – Number ()	
Household Furnishings and Personal Effects	

TOTAL ASSETS \$

LIABILITIES AND NET WORTH

Accounts Payable & Credit Cards	
Mortgage on Home	
2 nd Mortgage/Other Real Estate	
Automobiles	
Other Liabilities	

TOTAL LIABILITIES \$

NET WORTH \$

SOURCE OF INCOME

Salary	
Spouse's Salary	
Real Estate Income	
Other Income	

TOTAL INCOME \$

The undersigned certifies that this information is true and correct.

Signature: _____
Date _____

Print Name _____