

BUYER'S CONFIDENTIALITY AND WARRANTY AGREEMENT

The undersigned (the "Buyer") understands and acknowledges that *Cole Acquisition Partner's, Inc.*, its affiliates and/or DBA's, (the "Broker") has a valid agreement with the owner(s) (the "Seller") of the business and/or property described below (the "Business") whereby Broker has been retained, for an agreed upon fee and/or commission, to represent Seller in the sale of the Business. Buyer understands and acknowledges the Broker is acting as the agent of the Seller and that Broker's primary duty is to represent the interests of the Seller and that Buyer is a customer with whom the Broker has no relationship. The Business that is the subject of this Buyer's Confidentiality and Warranty Agreement (the "Agreement") is as follows:

Description of Business:

Asking Price:

In order to induce Broker or Seller to furnish information regarding the Business (the "Information") to Buyer for Buyer's evaluation and possible purchase of said Business and in consideration for Broker's or Seller's furnishing such information, Buyer understands, agrees, represents and warrants to Broker and Seller as follows:

1. The word "Buyer," as used herein, shall mean and include the undersigned individually, as a member of a partnership, as an employee, stockholder, officer or director of a corporation, as an agent, adviser or consultant for or to any business entity and in any other capacity whatsoever.
2. The Information is of a proprietary and confidential nature, the disclosure of which to any other party will result in damage to the Seller and/or the Business, and Buyer further represents and warrants as follows:
 - (A) The Information furnished by Broker or Seller has not been publicly disclosed, has not been made available to Buyer by any party or source other than Broker or Seller and is being furnished only upon the terms and conditions contained in this Agreement.
 - (B) Buyer will not disclose the Information, in whole or in part, to any party other than persons within Buyer's organization, including independent advisers/consultants/agents, etc., who have a need to know such Information for purposes of evaluating or structuring the possible purchase of the Business. Buyer accepts full responsibility for full compliance with all provisions of this Agreement by any such other persons.
 - (C) Buyer will not disclose, except to the extent required by law, to any parties other than the persons described in Paragraph 2(B) above that the Business is available for purchase or that evaluations, discussions or negotiations are taking place concerning a possible purchase.
 - (D) Buyer will not utilize, now or at any time in the future, any trade secret(s), as that term may be defined under statutory or common law, that is/are included in the furnished Information for any purpose other than evaluating the possible purchase of the Business, including, without limitation, not utilizing same in the conduct of Buyer's or any other party's present or future business(es).
 - (E) In addition to the prohibition against utilizing trade secret(s), Buyer will not utilize any other furnished information for any purpose other than evaluating the possible purchase of the Business, specifically including, without limitation, not utilizing same to enter into and/or engage in competition with the Business or assist or promote any other party(s) in so doing. The foregoing prohibition against utilizing said Information in competing with the Business shall remain in effect for three (3) years from the date hereof and shall be applicable to competition within the presently existing marketing area of the Business.
 - (F) If Buyer decides not to pursue the possible purchase of the Business, Buyer will promptly return to Broker all Information previously furnished by Broker or Seller, including any and all reproductions of same, and further, shall destroy any and all analyses, compilations or other material that incorporates any part of said Information.
3. Buyer will not contact the Seller or Seller's employees, customers, suppliers or agents other than Broker for any reason whatsoever without the prior consent of the Broker. All contacts with the Seller or such other parties will be made through or by Broker unless otherwise agreed to by Broker, in writing.
4. The Information furnished by Broker has been prepared by or is based upon representations of the Seller and Broker has made no independent investigation or verification of said Information. Buyer hereby expressly releases and discharges Broker from any and all responsibility and/or liability in connection with the accuracy, completeness or any other aspects of the information and accepts sole and final responsibility for the evaluation of the Information and all other factors relating to the Business.
5. The Information is subject to change or withdrawal without notice and the Business is being offered for sale subject to prior sale or the withdrawal of said offering without notice.
6. Buyer will indemnify and hold harmless the Broker and Seller from any and all claims or actions arising from Buyer's acts or failures to act in pursuing the possible purchase of the Business, including, without limitation, reasonable attorney's fees and other expenses incurred by Broker.
7. Buyer will not, at any time, enter into any agreement for the purchase of the Business, in whole or in part, or assist or promote any other party in so doing, unless such agreement to purchase provides for the fee and/or commission to be paid Broker, with the fee and/or commission being defined as the amount agreed upon by Broker and Seller in the "Standard Listing Agreement" or similar agreement between those parties. The phrase "agreement for the purchase of the Business" as used herein, shall mean and include any agreement, specifically including, but not limited to, offers to purchase, letters of intent and similar agreements, that provides for the transfer, conveyance, possession of, or disposition of the Business, its capital stock, assets, or any portion thereof, and the

commission amount to be paid Broker shall be the greater of either the minimum fee and/or commission or the fee and/or commission based upon sale price (or purchase price), as these amounts are defined in the aforesaid agreement between Broker and Seller. Further, "sale price (or purchase price)" as used herein shall mean and include the total amount of consideration paid or conveyed to Seller or for Seller's benefit, including, without limitation, cash, capital stock, notes, personal property of any kind, real property, leases, lines of credit, loans, contingent payments (e.g., license agreements, royalty agreements, payments based upon future sales or profits, etc.), employment or management contracts, consulting agreements, non-competition agreements, assumption or discharge of any or all liabilities, and any combination of the foregoing and/or other consideration. If Buyer violates the foregoing provision, Buyer will be liable for and pay said fee and/or commission to Broker upon demand without any obligation on Broker's part to first exhaust any legal remedies against any party.

8. Buyer represents that Buyer has sufficient financial resources to complete the transaction for the asking price and terms set forth herein. Buyer agrees to provide, upon request by Broker or Seller, financial statements, references and other pertinent information evidencing such financial sufficiency.
9. The performance and construction of this Agreement shall be governed by the laws of the State of Colorado. All sums due hereunder shall be payable at the office of the Broker in La Plata County, Colorado and all parties hereto agree to forbear from filing a claim in any other jurisdiction.
10. This Agreement shall be binding upon the Buyer, Buyer's heirs, executors, successors, assigns, administrators or representatives. If any provision of this Agreement shall be held to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and this Agreement shall be construed as if such invalid, void or unenforceable provision had not been contained herein.
11. Buyer acknowledges and agrees that, in the event of any breach of this Agreement, including but not limited to Buyer's unauthorized use of the Information for its own gain, the Seller shall be irreparably and immediately harmed. It is accordingly agreed that the Seller, in addition to any other remedy to which it may be entitled at law or in equity, will be entitled to seek an injunction or injunctions to remedy breaches of this Agreement and/or to compel specific performance of this Agreement. The Buyer further acknowledges and agrees that breach of this Agreement shall result in damages to the Seller which are uncertain and/or difficult to prove, and therefore the parties mutually agree to liquidate the Seller's damages, in advance, in an amount equal to the asking price of the business. Notwithstanding this provision for liquidated damages, the parties stipulate and agree that the Seller may, at its sole discretion, seek actual damages rather than liquidated damages as set forth herein in the event of a breach of this Agreement by the Buyer. In the event it becomes necessary for the Seller to bring an action for the enforcement of this Agreement, the Buyer shall be liable for all expenses incurred by the Disclosing Party in connection with such action to enforce this Agreement, including, but not limited to, reasonable attorney's fees and costs, provided the Seller prevails in such action.
12. The terms and conditions of this Agreement shall also apply to any other business and/or property on which Broker has been retained to represent the owner(s) in the sale thereof and on which Broker or owner(s) has furnished information to Buyer. Further, it shall not be necessary for Buyer to execute any additional agreement(s) to that effect and any terms and conditions of this Agreement that refer to the date hereof shall automatically be adjusted to reflect the date on which Broker or owner(s) initially furnished information to Buyer on such other business and/or property.
13. Buyer agrees that, unless and until a definitive agreement between the Seller and Buyer with respect to the transaction has been executed and delivered, neither the Seller nor the Buyer will be under any legal obligation of any kind whatsoever with respect to the Transaction by virtue of this or any other written or oral expression by it or any of its representatives except, in the case of this agreement, for the matters specifically agreed to herein.
14. The provisions hereof cannot be modified, amended, supplemented or rescinded without the written consent of Broker and this Agreement sets forth the entire agreement and understanding.
15. As an alternative to physical delivery, this document may be delivered in electronic form (email or facsimile) with such delivery considered legally binding upon the Buyer. Transmission of this document by any means, electronic or otherwise, is Buyer's acknowledgement of agreement to all of the terms contained herein.

Full Name:

Date:

Address:

By:

Signature or Typed Name

City, State, Zip:

Email Address:

Home Phone:

Cell Phone: