



CONFIDENTIALITY AGREEMENT

1. I, _____ as an individual or as a principal/employee/officer/and/or direct authorized agent of any prospective purchaser ("Purchaser"), hereby acknowledge that the identity of Seller and confidential information ("Confidential Information") of Seller and its business, including but not limited to, records, studies, financial information, lists of customers and/or suppliers, trade practices, trade secrets, and employee information will be disclosed to me by Business Acquisitions, Ltd. ("BA, Ltd."). These disclosures will be given in SECRECY AND CONFIDENCE and used for the sole purpose of assessing the prospective purchase of the Business through BA, Ltd. It is understood that this Agreement applies to any information supplied by BA, Ltd., verbally or in writing whether supplied prior to or after the date hereof. THE SELLER IS HEREBY DESIGNATED AS A THIRD PARTY BENEFICIARY TO THIS AGREEMENT.

2. I agree not to disclose any of the Confidential Information given in connection herewith, either directly or indirectly, to third parties except such limited third parties as are necessary to assess the prospective purchase of the Business or to complete the same; provided that I shall ensure that all such third parties preserve all Confidential Information shared with them. I also agree not to use, or permit or assist others to use, directly or indirectly, any such Confidential Information to the detriment of the Business.

3. I shall not, at any time or for any purpose, directly or indirectly, circumvent or attempt to circumvent BA, Ltd., or enter into any contractual relationship with Seller, regarding the purchase of Business, during the time periods set forth in the Exclusive Right to Sell Listing Agreement between BA, Ltd.

4. I agree not to contact the Seller, its employees, suppliers and/or customers of the business directly, and to channel all correspondence, negotiations, inquiries, investigations, and purchase offers, if any, directly through BA, Ltd., unless specifically authorized in writing to negotiate directly with the Seller. I also agree not to solicit the employment or consultation of any Seller's employees, affiliates, associates or agents. Upon termination of the discussions, I shall immediately deliver to BA Ltd. and Seller (without retaining any copies) all Confidential Information received by me in any form, including all analyses, compilations, studies or other documents prepared from the Confidential Information. The mere fact of the discussions shall not commit the Seller or myself to consummate any prospective purchase and sale or any other transaction which may have been intended or discussed.

5. I understand that all information has been furnished by Seller and while believed correct has not been verified and is not warranted by BA, Ltd. BA, Ltd. makes no representations as to its accuracy or completeness and I will be relying on my own judgment and expertise in evaluating the Confidential Information.

6. I also acknowledge that I have been advised that BA, Ltd. is an agent for the Seller for purposes of this Agreement. I will protect BA, Ltd.'s right to the fee under BA, Ltd.'s Exclusive Right to Sell Listing Agreement with Seller. I understand that if I interfere in any way with BA, Ltd.'s contractual right to a fee from the Seller, I agree to be personally liable for payment of such fee. It is agreed, however, that if I make the purchase through BA, Ltd., I am not liable for a fee to BA, Ltd.

7. With respect to any and all material facts, figures and related information disclosed by me to BA, Ltd., I acknowledge that BA, Ltd. has a right to rely on said facts, figures and information and disclose same to Seller. I agree to indemnify BA, Ltd. from and against any and all claims or causes of action, including damages, costs, expenses, and reasonable attorney fees incurred by BA, Ltd. arising out of said reliance upon and disclosure of such facts, figures and information provided by me.

8. I acknowledge that any breach of this Confidentiality Agreement, directly or indirectly, shall be deemed irreparably harmful to BA, Ltd. and Seller, and that all remedies at law or equity, including injunctive relief, will be available to BA, Ltd. and Seller for any such breach or threatened breach. I agree that this Agreement will be governed by the laws of the State of Colorado and that any actions commenced to enforce or interpret this Agreement shall be brought in the City and County of Denver, State of Colorado. The prevailing party in any dispute shall be entitled to recover reasonable legal fees and expenses.

Agreed and accepted this _____ day of _____, 2011.

Signature

Signature

Address City State Zip

Phone (day/evening) Cell Fax E-Mail Address

Duly Authorized Agent



Definitions of Working Relationships

For purposes of this disclosure, seller also means "landlord" (which includes sublandlord) and buyer also means "tenant" (which includes subtenant).

Seller's Agent: A seller's agent (or listing 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 transactions, 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

The 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: _____ or real estate which substantially meets the following requirements: _____

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

CHECK ONE BOX ONLY:

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

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

Transaction-Brokerage Only: The Broker is a transaction-broker assisting in the transaction.

If the Broker is acting as a transaction-broker, 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 shall not further disclose such information without consent of Buyer, or use such information to the detriment of Buyer.

THIS IS NOT A CONTRACT

BUYER ACKNOWLEDGEMENT:

The Buyer acknowledges that the Buyer has received this Brokerage Disclosure to Buyer on _____.

Signature _____

Signature _____

BROKER ACKNOWLEDGEMENT:

On _____, the Broker provided _____ (Buyer) with this Brokerage Disclosure to Buyer at _____ (location) and retained a copy for the Broker's records.

Brokerage firm's Name: Business Acquisitions, Ltd.

Duly Authorized Agent

Business Acquisitions, Ltd. - 3900 E. Mexico Ave., Suite 970 - Denver - Colorado 80210
Phone: 303.758.4600 - Fax: 303.692.0639 - www.baltd.com

