



MERGER AND ACQUISITION SPECIALISTS SINCE 1986

Dear Buyer,

Thank you for your interest in the Business that we have listed for sale. If you would like to learn more, please fill out the following forms and fax them back to us at 888-521-8219 (toll-free).

Once the forms are returned, we can disclose the name of the business, its location, the confidential financial information, the equipment list and the lease. We can also answer any questions that you have and arrange for a meeting with the Owner of the business.

Sincerely,

Front Range Business, Inc.

INSTRUCTIONS:

To get more information, please
fill out the following forms
and fax them back to us at:

Fax 888-521-8219

1. Confidentiality Agreement
2. Brokerage Disclosure To Buyer
3. Financial Statement
4. Confidential Customer Profile

To contact us directly:

Office 303-499-6008

Email info@fronrangebusiness.com



MERGER AND ACQUISITION SPECIALISTS SINCE 1986

Listing _____

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made and entered into between the undersigned individually and on behalf of undersigned's business entity, its officers, directors, partners, shareholders, employees, agents and advisors (collectively "Evaluator") and **Front Range Business, Inc.**, a Colorado corporation ("FRB") for the benefit of FRB and any business entity presented by FRB as an acquisition candidate ("Seller").

WHEREAS Evaluator may request information from FRB and a Seller for the purposes of investigating a possible acquisition through the purchase or transfer of assets, stock, partnership interests or otherwise, merger or joint venture involving all or part of the business interests owned by a Seller ("Transaction"). Therefore, in consideration of the mutual promises and covenants contained herein, and to induce the release of information by Seller and FRB, Evaluator agrees as follows:

1. Evaluator will not disclose any information about any Seller, whether obtained from FRB or elsewhere in the course of its investigations of the business interests of a Seller, to any person, organization, broker, intermediary, lending institution, prospective equity partner, or make known by disclosure or confirmation that Seller or any portion of its assets or ownership interests are for sale without specific prior written authorization by FRB.
2. Evaluator shall not contact any Seller, its banker, accountant, attorney, employees, suppliers, competitors, customers or others who might have information concerning Seller for any purpose whatsoever (including the hiring of Seller's employees) without specific prior written authorization by FRB. The existence, extent and nature of this Agreement shall be fully disclosed to all individuals at such time they receive information hereunder and who shall thereafter be equally bound by the provisions hereof.
3. This Agreement applies to all information received by Evaluator from or on behalf of a Seller at any time, which is not available to the general public. All information provided pursuant to this Agreement shall be deemed confidential and valuable and constitutes the proprietary trade secrets of Seller. Unauthorized disclosure of said information, even without intent to harm, shall cause substantial and irreparable damage to FRB and Seller. All information provided to Evaluator shall be used for the sole purposes set forth hereinabove and shall not at any time, or in any manner, be utilized for any other purpose. At such time as its review and investigation of Seller are completed, or upon written request of FRB, Evaluator shall promptly return all information, in whatever form, without retaining copies, summaries or extracts thereof.
4. Neither FRB nor Seller makes any representation or warranty, express or implied, as to the truth, accuracy or completeness of any information provided to Evaluator under this Agreement. Any and all representations and warranties shall be made solely by Seller in a signed acquisition agreement and then be subject to the provisions thereof. Evaluator assumes full responsibility for its reliance upon such information and expressly waives all rights of recourse, if any, against FRB for Evaluator's reliance thereon.
5. In the event of a dispute among the parties hereto, the prevailing party, in addition to the award of damages or any other remedy (including, as necessary, to ensure the confidentiality of Seller's information and trade secrets, injunctive relief), shall be entitled to recover its attorney fees and other reasonable costs incurred in enforcing this Agreement.
6. Evaluator understands and agrees Seller is an intended third party beneficiary of this Agreement and as such is entitled to enforce any breach hereof in Seller's own name. Evaluator understands and agrees it will not knowingly take any action such as will interfere with or adversely affect the rights of FRB and/or Seller under any fee (or compensation) or other agreements. Evaluator agrees that if it violates the provisions of this Agreement and completes a Transaction with a Seller, Evaluator shall be jointly and severally liable with such Seller for any uncollected fees due to FRB from such Seller.
7. The respective obligations of the parties under this Agreement shall survive for a period of **two (2) years** following the date hereof. Evaluator, in executing this Agreement, acknowledges FRB is acting solely and exclusively as an agent for Seller and therefore owes Seller its undivided loyalty, confidentiality and full disclosure.

I have read, and agree, and accept the terms of this Confidentiality Agreement, and further certify that the information in the Confidential Customer Profile form is accurate as of the date of this document and I authorize FRB to verify such information through such reference and background checks as its Seller may require.

EVALUATOR:

Date: _____

(Print name)

Company

Signature

Address

Title

City, State, Zip

Telephone

Fax

Email

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

BROKERAGE DISCLOSURE TO

BUYER **TENANT**

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 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:

or real estate which substantially meets the following requirements:

CHECK ONE BOX ONLY:

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

If 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:

Buyer acknowledges that Buyer has received this Brokerage Disclosure to Buyer on _____

Buyer

Buyer

BROKER ACKNOWLEDGEMENT:

On _____, Broker provided _____ (Buyer) with this Brokerage Disclosure to Buyer at 5350 Manhattan Circle, Suite 103, Boulder, CO 80303 (location) and retained a copy for Broker's records.

Brokerage Firm's Name: Front Range Business, Inc.

Broker

**FINANCIAL INFORMATION
STRICTLY CONFIDENTIAL**

Principal Bank: _____
Bank Address: _____
Name of Bank Officer: _____ Phone: _____

FINANCIAL STATEMENT

ASSETS

| | |
|--|----------|
| Cash on hand and in Bank | \$ _____ |
| Stocks, Bonds and Mutual Funds | _____ |
| U.S. Government Securities | _____ |
| Accounts, Loans and Notes Receivable | _____ |
| Cash Surrender Value Life Insurance | _____ |
| Value of Businesses Owned | _____ |
| IRA's, Other retirement plans | _____ |
| Real Estate (personal residence) | _____ |
| Real Estate (investment) | _____ |
| Automobiles - Number () | _____ |
| Household Furnishings and Personal Effects | _____ |
| Other Assets (itemize) _____ | _____ |
| _____ | _____ |
| TOTAL ASSETS | \$ _____ |

LIABILITIES AND NET WORTH

| | |
|-----------------------------------|----------|
| Credit Cards | \$ _____ |
| Notes Payable | _____ |
| Real Estate Mortgages | _____ |
| Other Liabilities (itemize) _____ | _____ |
| _____ | _____ |
| TOTAL LIABILITIES | \$ _____ |
| NET WORTH | \$ _____ |

SOURCE OF INCOME

| | |
|------------------------------|----------|
| Salary | \$ _____ |
| Dividends and Interest | _____ |
| Bonus and Commissions | _____ |
| Real Estate Income | _____ |
| Other Income (itemize) _____ | _____ |
| _____ | _____ |
| TOTAL INCOME | \$ _____ |

The undersigned certifies that this information is true and correct and hereby authorizes **FRONT RANGE BUSINESS, INC.** to verify said information as required.

NAME: _____ DATE: _____
SIGNATURE: _____



CONFIDENTIAL BUYER PROFILE

All Information Supplied is Confidential

Name: _____ Spouse or Partner's Name: _____

Address: _____

City, State Zip: _____

Home Phone: _____ Fax: _____ Cell: _____

Work Phone: _____ Email: _____

Place of employment: _____

How did you hear about Front Range Business, Inc.? Referral/Who? _____

Internet Site/Which? _____ Advertisement/Publication? _____

Other: _____

PERSONAL INFORMATION

1. What is your motivation to buy a business? _____

2. Have you ever worked with a business broker before? ___Yes ___No

3. Are you familiar with our services? ___Yes ___No

4. Have you or any family member owned a business? ___Yes ___No If yes, what type and for how long? _____

5. Spouse or Partner occupation: _____

6. Any special training, skills or education that would be used in your business? _____

7. Any hobbies or interests that may tie in with a business career? _____

8. Any personal concerns/limitations that would affect the type of business owned? ___Yes ___No

If yes, please explain: _____

9. Please provide a brief work or business ownership history: _____

10. What skills do you possess that are relevant to business ownership? _____

11. Is there any type of business or skill requirement that you would like to avoid? (i.e. direct sales)

12. How long have you been looking for a business? _____

13. Are you considering other alternatives to business ownership? Please explain: _____

14. Other types of businesses you have investigated: _____

15. Do you have any concerns about the responsibilities of owning and managing your own business?
Please explain: _____

16. What are the three most important attributes you require in a business? _____

17. Are you comfortable with direct customer contact and sales? _____
18. How do you feel about managing people? _____
19. What type of employees are you willing to manage? (i.e. professional versus unskilled)

20. What size staff would you prefer to manage? ___0 ___1-5 ___5-10 ___10-20 ___over 20
21. What types of businesses do you find the most desirable and why?

MOST DESIRABLE

LEAST DESIRABLE

- | | |
|----------|----------|
| 1. _____ | 1. _____ |
| 2. _____ | 2. _____ |
| 3. _____ | 3. _____ |
| 4. _____ | 4. _____ |
| 5. _____ | 5. _____ |

22. For the right business, how far would you be willing to travel to your place of business?

23. What are the geographical limitations to your business search? _____

24. Are you willing to relocate? _____
25. Will you be the sole owner? ___Yes ___No If not, name other owners and their percentage of ownership: _____

26. Will you run the business ___Full-time ___Part-time ___Absentee? Preferred days and hours: _____

27. Who, other than yourself, will be involved in making the decision to own the business?

28. How does your spouse or partner feel about you owning a business and have you ever worked with your spouse or partner before? _____
29. Will any family members help you operate your business? ___Yes ___No. Identify: _____

30. Do you have anyone whom you will be consulting on the ownership of your business?

- Attorney: _____ Accountant: _____
31. When do you intend to purchase a business? _____

32. Do you have investors? If so, please provide detailed information: _____

33. Between the down payment and working capital, how much of a cash investment are you willing to make in a business? _____
34. Will you have additional income outside of the business acquisition? How much?

35. What is your minimum monthly household income requirement? _____

GENERAL FINANCIAL INFORMATION

For the right opportunity, how much are you personally willing to invest?

| | | | |
|-----------------------------|--|----|-------|
| Initial Business Investment | | \$ | _____ |
| Working Capital | | \$ | _____ |
| Total Initial Investment | | \$ | _____ |

Initial investment will come from:

| | | | |
|-----------------------|-------------------|----|-------|
| Cash on Hand | | \$ | _____ |
| Stocks and Bonds | | \$ | _____ |
| Real Estate Equity: | Fair Market Value | \$ | _____ |
| | Less Mortgages | \$ | _____ |
| Bank Loan: Collateral | _____ | \$ | _____ |
| Friends & Relatives: | | | |
| Identify | _____ | \$ | _____ |
| | TOTAL | \$ | _____ |

NET WORTH \$ _____

NOTES:

BROKER: _____