

## BUYER'S NON-DISCLOSURE AGREEMENT

The undersigned (the "Buyer") understands and acknowledges that Powell & Associates, Inc., (the "Broker") has a valid agreement with the owner(s) (the "Seller") that requires we obtain a Non-Disclosure and evidence of financial ability before disclosing the name, location and other sensitive information about the business. In consideration of the broker, Powell & Associates, Inc., ("Broker") providing information on businesses for sale, I/we understand and agree:

1. (a) That any information provided on any business is sensitive and confidential, and that its disclosure to others may be damaging to the businesses and their owners.  
  
(b) Not to disclose, for a period of three years from the date I/we sign this Non-Disclosure Agreement, any information regarding these businesses to any other person who has not also signed this Agreement, except to secure the advice and recommendations of my business advisors (accountants, attorneys, etc.), and I/we accept full responsibility for full compliance with all provisions of this Agreement by such other persons. "Information" as used in this agreement shall include the fact that the businesses are for sale, plus any other data provided and such information is subject to change or withdrawal without notice.  
  
(c) Not to contact the business owners or their landlords, employees, suppliers or customers except through Broker. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase or lease of any business presented by Broker will be conducted exclusively through Broker.  
  
(d) Not to circumvent or interfere with Broker's contract with the Seller in any way, I/we understand that if I/we interfere with Broker's contract right to its fee from Seller, I/we may be personally liable to Broker for payment of the Seller's fee. We understand that should I/we become a manager or otherwise connected with any of the businesses shown or offered to me/us for sale, or should I/we buy, trade, lease or exchange any of the businesses disclosed to me/us, then a fee will be due to Broker. I/we understand that if I/we make the purchase through Broker, I/we will not be liable for the fee to be paid by Seller to Broker.
2. That all information regarding businesses for sale is provided by the Seller or other sources and is not verified in any way by Broker. Broker has no knowledge of the accuracy of said information and makes no warranty, express or implied, as to the accuracy of such information. Understanding that, I/we shall make an independent verification of said information as part of any agreement to purchase the business. I/we agree that Broker is not responsible for the accuracy of any of the information I/we receive or fail to receive, and I/we agree to indemnify and hold Broker and its agents harmless from any claims or damages which may occur by reason of the inaccuracy or incompleteness of any information provided to me/us with respect to any business I/we might purchase.
3. That I/we have sufficient financial resources and/or borrowing ability to complete a transaction in the range of the price and terms set forth and I/we will provide a financial statement and a personal and business history upon request by Broker or Seller. This information will be kept confidential.
4. That Broker is not an agent for me/us, but is an agent for the Seller and has a contract providing for a fee to be paid to Broker by Seller upon sale, trade, lease or transfer of Seller's business or property.

I/we acknowledge that I/we have received an exact copy of this Agreement and that I/we have read this agreement carefully and fully understand it.

<hr/> <b>Signature</b>	<hr/> <b>Date</b>	<hr/> <b>Business Description</b>
<hr/> <b>Name (Please Print)</b>		
<hr/> <b>Address</b>		Powell & Associates, Inc.
<hr/> <b>City</b>	<hr/> <b>State</b>	<hr/> <b>ZIP</b>
<hr/> <b>Phone</b>		PO Box 755
<hr/> <b>Email Address</b>		Mancos, CO 81328
		970-533-7613
		970-533-7670 (fax)