

Attn: _____

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Agreement is made and entered into between the undersigned both individually and for the referenced business entity, its officers, directors, partners, employees, agents and advisors ("Buyer") and ProForma West, LLC, a Colorado Limited Liability Company ("PFW") for the benefit of PFW and a presently undisclosed seller ("Seller")

Whereas: Buyer has requested information from PFW and Seller for the purpose of investigating a possible acquisition, merger, or joint venture involving all or part of the business interests owned by Seller and represented by PFW.

Now Therefore: In consideration of the mutual promises and covenants contained herein, and to induce the release of information by Seller, Buyer agrees as follows:

1. Buyer shall not disclose any information obtained hereunder, or in the course of its investigation of the business interests of the Seller, to any person or organization not herein authorized or make known to others, by disclosure or confirmation, that this company, division or product line is for sale.
2. Buyer shall not reveal this information to any broker, intermediary, lending institution, prospective equity partner, or other source without the specific prior written approval of PFW.
3. This Agreement applies to all information received by Buyer from PFW or Seller now and in the course of future investigations, which is not available to the general public. All information provided pursuant to this Agreement shall be deemed confidential and valuable. Without specific written agreement to the contrary, it shall be deemed proprietary. Unauthorized disclosure of said information, even without intent to harm, could and shall cause substantial and irreparable damage to PFW and Seller.
4. All information provided shall be used for the sole purpose of evaluating the acquisition or joint venture decision and shall not at any time, or in any manner, be utilized for any other purpose. Buyer shall promptly advise PFW when its investigations or negotiations are completed and will immediately return all information furnished, in whatever form, without retaining copies, summaries or extracts, thereof.
5. Buyer shall not contact the Seller's banker, accountant, attorney, employees, suppliers, competitors, customers or others who might have information concerning Seller without written permission of PFW. Buyer shall not directly or indirectly solicit or hire Seller's employees; provided that this restriction shall not apply to any employee of Seller who responds to a general solicitation by Buyer regarding employment opportunities in the ordinary course of Buyer's business (such as job advertisements in a newspaper of general circulation).
6. PFW makes no representation or warranty, express or implied, as to the truth, accuracy or completeness of any information provided to Buyer under this Agreement. Buyer assumes full responsibility for its reliance upon such information and expressly waives all rights of recourse, if any, against PFW for Buyer's reliance thereon. Buyer shall assume all responsibility for its own due diligence.
7. PFW is acting as agent for the Seller and not the Buyer.
8. In the event of a dispute among the parties hereto, the prevailing party, in addition to the award of damages or any other remedy, shall be entitled to recover its attorney fees and other reasonable costs incurred in enforcing this Agreement. If a dispute arises with regard to this Agreement, Buyer agrees that it shall be subject to personal jurisdiction in the State of Colorado and that venue shall be proper in the State of Colorado.
9. Buyer acknowledges that any breach of this Non-Disclosure Agreement directly or indirectly shall be deemed harmful to Seller.
10. Buyer is not affiliated with or representing any governmental, administrative or investigative agency, and information provided or obtained through PFW shall not be used to the detriment of PFW or any of the businesses represented by PFW.

AGREED AND ACCEPTED this _____ day of _____, 200__

BUYER: _____
(Print Individual Name. Also print Company Name, if applicable)

PFW: _____

Signature: _____

Address: _____

City, State, Zip _____

Phone: _____

Email _____

PROFORMA WEST, LLC.

9191 Sheridan Blvd.
Suite 205
Westminster, CO 80031
Phone (303) 427-0800
Fax (303) 427-7707

NOTE: DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE SELLER AGENCY, SUBAGENCY, BUYER AGENCY, OR TRANSACTION-BROKER.

AGENCY / SUBAGENCY DISCLOSURE

ProForma West LLC. and its agents are working with you as a seller's agent or seller's subagent. For purposes of this disclosure, buyer also means "tenant" and seller also means "landlord".

SELLER'S AGENT: On properties we have listed, we are an agent for the seller and not your agent, unless we enter into a written agreement to act as your agent. We owe duties to the seller which include utmost good faith, loyalty and fidelity. We will negotiate on behalf of and act as an advocate for the seller. Please do not tell us any information which you do not want shared with the seller. You are not vicariously liable (legally responsible) for our actions. Although we do not represent you, we will disclose to you all adverse material facts about the property actually known by us. We will assist you without regard to race, creed, sex, religion, national origin, familial status, marital status, or handicap. In addition, we will provide the following services:*

SELLER'S SUBAGENT: On properties not listed with our company, we are a subagent for the seller and not your agent, unless we enter into a written agreement to act as your agent. we owe duties to the seller which include utmost good faith, loyalty and fidelity. We will negotiate on behalf of and act as an advocate for the seller. Please do not tell us any information which you so not want shared with the seller. You are not vicariously liable (legally responsible) for our actions. Although we do not represent you, we will assist you without regard to race, creed, sex, religion, national origin, familial status, marital status, or handicap. In addition, we will provide the following services:*

DEFINITIONS OF REAL ESTATE BROKERAGE RELATIONSHIPS

Seller's Agent*: A seller's agent works solely on behalf of the seller and owes duties to the seller which include the utmost good faith, loyalty and fidelity. We will negotiate on behalf of and act as an advocate for the seller. The seller is legally responsible for the actions of the agent when the agent is acting within the scope of the agency. The agent must disclose to potential buyers or tenants all adverse material facts about the property actually known by the broker. A Separate written listing agreement is required which sets forth the duties and obligations of the parties.

Seller's Subagent*: A subagent owes the same duties of utmost good faith, loyalty and fidelity to a seller as a seller's agent and must make the same disclosures to buyers concerning adverse material facts about the property. A subagent will negotiate and act as an advocate for the seller, who is legally responsible for the act of the subagent when acting within the scope of the subagency. Seller must give written permission for the listing agent to employ subagents.

Buyer's Agent*: A buyer's agent works solely on behalf of the buyer and owes duties to the buyer which include the utmost good faith, loyalty and fidelity. The agent will negotiate on behalf of and act as an advocate for the buyer. The buyer is legally responsible for the actions of the agent when the agent is acting within the scope of the agency. The agent must disclose to potential sellers all adverse material facts concerning the buyer's financial liability to perform the terms of the transaction and 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 parties.

Transaction-Broker*: A transaction-broker assists the buyer or seller or both throughout a real-estate transaction with communication, advice, negotiation, contracting and closing without being an agent or advocate for any of the parties. The parties to a transaction are not legally responsible for the actions of a transaction-broker and a transaction-broker does not owe those parties the duties of an agent. However, a transaction-broker does owe the parties a number of statutory obligations and responsibilities, including using reasonable skill and care in the performance of any oral or written agreement. A transaction-broker must also make the same disclosures as agents about adverse material facts concerning a property or a buyer's financial ability to perform the terms of a transaction and whether the buyer intends to occupy the property. No written agreement is required.

* For purpose of these Definitions, buyer also means "tenant" and seller also means "landlord".

THIS IS NOT A CONTRACT.

We have been given a copy of this Agency/ Subagency Disclosure on (date) _____.

Buyer: _____ Buyer: _____

On (date) _____ I provided the buyer(s) with a copy of this disclosure and have kept a copy for our records.

Brokerage Firm: ProForma West, LLC. Licensee: _____

* List any non-agency tasks which the company will perform for customers. (If preprinted, must be italicized or differentiated.)

Confidential Investor Profile

Name _____ Title _____

Company _____

Broker with whom you are working: _____

Mailing Address & Contact Information

Mailing Address:

Home Company

Address _____

City _____ State _____ Zip _____

Contact Information:

Home Phone: _____ Office Phone: _____

Home Fax: _____ Office Fax: _____

Cellular: _____ E-Mail: _____

How did you hear about us? Newspaper Ad Yellow Pages Internet Mail Referral Other

Targeted Industries

Financial Parameters

Annual Sales Minimum: \$ _____ Maximum: \$ _____

Minimum pre-tax earnings: \$ _____ Minimum Cash Flow: \$ _____

Management

Will replace top management Competent top management should remain

Industry Focus _____

(Agriculture Mining; Construction; Manufacturing; Transportation; Wholesale/Distribution; Retail; Finance; Hotels, Resorts; Services-Personal; Services-Business; Other)

Geographic Preference(s) _____

Personal/Company Financial Information

Assets

Maximum Cash Available for Down Payment \$ _____

Other Liquid Assets \$ _____

Other Assets \$ _____

Real Estate \$ _____

Business Assets \$ _____

Total Assets \$ _____

Liabilities

Short Term Debt \$ _____

Installment Debt \$ _____

Real Estate Debt \$ _____

Other \$ _____

Total Liabilities \$ _____

Net Worth (Assets-Liabilities) \$ _____

Sources of Annual Income & Credit History

Wages/Salary/Commissions \$ _____

Business Income \$ _____

Dividends/Interest \$ _____

Real Estate \$ _____

Other \$ _____

How would you rate your credit standing?

Poor Good Excellent

Do you have any bankruptcy history? _____