



My promise to buyers

We will always treat you with respect; we will not insult your intelligence with nonsense or waste your time. I believe the more you know about the process the better and more lucrative the outcome will be ***I promise I will not.....***

.....“Exaggerate” seller’s discretionary earnings to inflate businesses value and then be unable to reasonably justify the asking price, or encourage and exploit the sellers’ unrealistic expectations of value and ignorance of financing realities.

..... Misrepresent, mislead, or omit the disclosures of information necessary for you to make a fully informed decision or insult your intelligence by trying to sell you the “American dream” or “potential”.

..... Run you through a “tour” of businesses that do not fit your needs, compromising the businesses confidentiality and wasting your valuable time, in order to impress sellers with “activity”.

..... Expect you to make any decision without full and complete documentation and having answers to reasonable questions.


..... Ignore the after closing consequence of the transaction on the buyer and/or the business just to get a commission check. We strive to keep a balance, structuring the sale to protect the future of business and assure each side of the transaction acted in good faith. I care about the future of your business.

The following pages contain our standard for NDA and Confidential Investor Profile in order to move forward and be provided details I require at a minimum the executed NDA and completion of the financial qualifications section of the confidential investor profile.

Details on why this is a requirement and is in your best interest if not self-evident available [here](#)

Our commitment to protect your confidential information is [here](#)

Thank You for the opportunity to assist



Mark B. Doran President



NON-DISCLOSURE CONFIDENTIALITY AGREEMENT

This Agreement is made and entered into between the undersigned, as an individual, a principal/employee/officer or as an agent/advisor of undersigned's business entity, ("Purchaser") and Choice Business Opportunities, Ltd., ("CBO") for the benefit of CBO and any business entity presented by CBO as an acquisition candidate ("Seller").

Whereas Purchaser desires information on Sellers, for assessing the possible acquisition of same, Purchaser authorizes CBO to present Sellers' identities and information to Purchaser. All Sellers revealed by CBO, verbally or in writing, at any time after the date hereof, shall be covered by the terms of this Agreement. Therefore, in consideration of the mutual promises and covenants contained herein, and to induce the release of information by Seller and CBO, Purchaser agrees as follows:

1) This Agreement applies to the Sellers' identity and all information relating to Seller disclosed to Purchaser by CBO or Seller at any time, except for information that is or becomes generally available to the public or is known to Purchaser before its disclosure hereunder. All information provided pursuant to this Agreement shall be deemed confidential, a valuable asset of Seller and proprietary trade secrets essential to the pursuit of Seller's business, the unauthorized disclosure or use of said information, even without intent to harm, shall cause substantial and irreparable damage to Seller. All information provided to Purchaser 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 or to compete with Seller. Upon termination of its investigation, Purchaser shall immediately deliver to CBO, without retaining copies, summaries or extracts thereof, all information, received by Purchaser in any form.

2) Purchaser will not disclose any information about any Seller or Sellers intent, whether obtained from CBO or elsewhere in the course of its investigation of the business(es) of Seller, to any person, organization, intermediary, lender, or prospective partner, or make known by disclosure or confirmation, that Seller or any portion of its assets or ownership interests are for sale, except to business advisors or counselors of undersigned, who shall be advised of the existence and nature of this document prior to receiving any information and who shall thereafter be equally bound by the provisions hereof, nor use such information to form a competitive business operation.

3) Purchaser shall not contact any Seller or speak about Sellers business(es) with any party including but not limited to employees, contractors, customers, suppliers, bankers, accountant, landlord or competitors for any purpose whatsoever without specific prior written authorization by CBO. Purchaser will channel all inquiries, investigations, and negotiations, if any, directly through CBO.

4) Purchaser acknowledges Seller has furnished all information provided, the information has not been verified for accuracy by CBO, CBO makes no representation or warranty, express or implied, as to the truth accuracy or completeness of any information provided to Purchaser. Any representations and warranties shall be made solely by Seller in a purchase agreement and subject to the provisions thereof. Purchaser acknowledges and confirms it assumes full responsibility for its reliance upon such information and expressly waives all rights of recourse, if any, against CBO for Purchaser's reliance thereon.

5) Purchaser 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. Upon breach or threatened breach of this Agreement, Seller shall be entitled to injunctive and/or other equitable relief on the grounds that such conduct, if not restrained and/or other equitable relief not granted, would result in irreparable and serious harm to Seller for which damages would be an inadequate remedy. 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.

6) Purchaser agrees it will not knowingly take any action directly or indirectly, circumvent, attempt to circumvent, or adversely affect CBO's contractual right to a fee from Seller under any fee or compensation agreement. Purchaser agrees that if it violates the provisions of this Agreement, interferes with CBO's rights to a fee, and/or completes any transaction with a Seller, Purchaser shall be personally, jointly and severally with such Seller liable for any uncollected fees due to CBO from Seller.

7) The respective obligations of the parties under this Agreement shall survive for a period of three (3) years from the date on which CBO provides Purchaser the identity of any prospective Seller. In executing this Agreement Purchaser acknowledges, in the absence of a contractual relationship between Purchaser and CBO, CBO is acting solely as an agent for Seller.

I have read, and agree, and accept the terms of this Agreement, and further certify that the information I provide CBO regarding my qualifications is accurate, I authorize CBO to verify such through reference and background checks as Seller may require.

Purchaser: Name _____
Company _____
Address _____
Phone/fax _____
Email _____

Signature: _____
Date: _____



Confidential Investor Profile

Personal Financial section below REQUIRED

Name: _____ Date: _____ Business Phone: _____

Residence Address: _____ Residence Phone: _____

City, State, & Zip Code: _____ E-mail: _____

Special contact Instructions: _____

Target opportunity _____

How long have you been looking to acquire a business? _____ Ideally when would you like to get a transaction completed? _____

General industries of primary interest: _____

Industries will not consider: _____

Most important acquisition criteria: _____

Will others be involved in management/operations of the business? If so, whom: _____

PERSONAL FINANCIAL as of _____ (date)

ASSETS	(Omit Cents)	LIABILITIES	(Omit Cents)
Cash on hand & in Banks	\$ _____	Accounts Payable	\$ _____
Savings Accounts	\$ _____	Notes Payable	\$ _____
IRA or Other Retirement Account	\$ _____	Installment Accounts	\$ _____
Accounts & Notes Receivable	\$ _____	Mortgages on Real Estate	\$ _____
Stocks and Bonds	\$ _____	Other Liabilities	\$ _____
Real Estate	\$ _____	Total Liabilities	\$ _____
Personal Property	\$ _____		
Other Assets	\$ _____	Net Worth	\$ _____
Total Assets	\$ _____	Intended Cash Investment:	

PERSONAL - PROFESSIONAL BACKGROUND

(Please attach resume if available)

Current Employer: _____

Responsibilities: _____

Business Strengths: _____

Business weakness: _____

Business Ownership: _____

Hobbies/Interests: _____

Current Source of Income		Comments
Salary	\$ _____	
Net Investment Income	\$ _____	
Real Estate Income	\$ _____	
Other Income	\$ _____	

Signature: _____ Date: _____

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

State of Colorado required disclosure forms

BROKERAGE DISCLOSURE TO BUYER DEFINITIONS OF WORKING RELATIONSHIPS

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:

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:

Multiple-Person Firm. Broker, referenced below, is designated by Brokerage Firm to serve as Broker. If more than one individual is so designated, then references in this document to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

One-Person Firm. If Broker is a real estate brokerage firm with only one licensed natural person, then any references to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as Broker.

CHECK ONE BOX ONLY:

Customer. Broker is the seller’s agent and Buyer is a customer. Broker, as seller’s agent, intends to perform the following list of tasks: **Show** a property **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 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. Broker is not the agent of Buyer.~~

~~**Transaction Brokerage Only.** Broker is a transaction broker assisting in the transaction. Broker is not the agent of Buyer.~~

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.

DISCLOSURE OF SETTLEMENT SERVICE COSTS. Buyer acknowledges that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

THIS IS NOT A CONTRACT. IT IS BROKER’S DISCLOSURE OF BROKER’S WORKING RELATIONSHIP.

~~If this is a residential transaction, the following provision shall apply:~~

~~**MEGAN’S LAW.** If the presence of a registered sex offender is a matter of concern to Buyer, Buyer understands that Buyer must contact local law enforcement officials regarding obtaining such information.~~

BUYER ACKNOWLEDGMENT:

Buyer acknowledges receipt of this document on _____.

Buyer

Buyer

BROKER ACKNOWLEDGMENT:

On _____, Broker provided _____ (Buyer) with this document via email and retained a copy for Broker’s records.

Brokerage Firm’s Name: Choice Business Opportunities Ltd

Broker:



Mark B. Doran President

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