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**BUYERS CONFIDENTIALITY AGREEMENT  
AND COVENANT NOT TO COMPETE**

THIS CONFIDENTIALITY AGREEMENT AND COVENANT NOT TO COMPETE ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between ("Seller"), and Rocket Express Carwash, Inc. and Shamis Land LLC and \_\_\_\_\_ et al ("Prospective Purchaser").

**RECITALS**

1. Seller currently owns and conducts Express Service Car Wash business known as Rocket Express Carwash, Inc. located at 13074 West Ida Avenue #A-1 Denver, Colorado.

2. Prospective Purchaser has requested permission to view certain confidential material and Information consisting of, pertaining to, or concerning the business of the Seller, including but not limited to concepts, financials, policies, equipment, techniques, permits and other trade secrets (collectively, the "Information") in contemplation of purchasing Seller's business and / or assets, and the Seller has agreed to permit such viewing of the Information on the terms and conditions set forth in this Agreement.

NOW THEREFORE, In consideration of the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and Prospective Purchaser agree as follows:

**AGREEMENT**

1. In order to induce the Seller to reveal the Information to Prospective Purchaser, Prospective Purchaser agrees that he (she/they/it) will not disclose or reveal to any person, firm, or entity, any of the Information revealed to him by the Seller. The Information provided by Seller may be used by Prospective Purchaser only for the purpose of pursuing and evaluating the opportunity described herein.

2. At any time during or after the negotiations and discussions with Seller, Prospective Purchaser will not, either directly or indirectly, use or seek to use any of the Information for Prospective Purchaser's own benefit, or for the benefit of any other person or business or in any way adverse to the Seller's interests.

3. Prospective Purchaser acknowledges that the restrictions set forth in this Agreement are necessary in order to protect the business of the Seller and the confidential nature of the Information. He (she/they/it) further acknowledges that the Information is unique to the business of the Seller and would not be revealed to Prospective Purchaser (her/them/it) were it not for Prospective Purchaser's willingness to agree to the restrictions on the use of such Information as reasonable and necessary.

4. Neither Seller nor any of its representatives has made or makes any representation or warranty as to the accuracy or completeness of the Information. Prospective Purchaser agrees that neither Seller nor its representatives shall have any liability to Prospective Purchaser or any of its representatives resulting from the provision or use of the Information.

5. Prospective Purchaser agrees to promptly return all materials provided to him and all copies of the materials of whatever nature, including but not limited to reproductions and computer files, within five (5) days of written request.

6. Prospective Purchaser hereby agrees that Prospective Purchaser will not compete either directly or indirectly, alone or with others, with the Seller and will not engage in the business of a **carwash**, within two (2) years from the date of this Agreement, within two (2) miles of the facility of the location(s) named above, so long as Seller, or any other person or entity deriving title to the goodwill incident to the business from Seller, carries on a like business on the premises considered under this Agreement. Indirect competition shall be deemed to include Prospective Purchaser's position as a shareholder, partner, officer, agent, or employee of a competing business.

7. In the event of breach of this Confidentiality Agreement and Covenant Not to Compete by Prospective Purchaser, the Prospective Purchaser recognizes that the Seller would not have an adequate remedy at law. Accordingly, Prospective Purchaser agrees that the Seller shall have the right, in addition to any other remedies, to obtain injunctions restraining Prospective Purchaser from disclosing or using in whole or in part, any of the Information, or competing with the Seller. Prospective Purchaser further agrees that any suit filed against him/her/it by the Seller for violation of this Agreement shall be brought in any court of competent jurisdiction in the State of Colorado, which shall have exclusive jurisdiction regarding disputes concerning this Agreement. If the Seller prevails in any action brought under this Agreement, Prospective Purchaser will be liable for the Seller's costs and fees incurred for enforcement and/or suit, including Seller's attorneys' fees.

PROSPECTIVE PURCHASER:

BUYERS BROKER:

By: \_\_\_\_\_  
(Signature, Title)

By: \_\_\_\_\_  
(Signature, Title)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Address: \_\_\_\_\_

\_\_\_\_\_  
(Brokerage Firm Name)

\_\_\_\_\_

\_\_\_\_\_  
(Brokerage Address)

Phone: (    ) \_\_\_\_\_

\_\_\_\_\_  
(Broker Phone)

Colorado Classic Brokers, Ltd  
 DBA: Brokers Guild  
 4601 DTC Blvd. Suite 300  
 Denver, CO 80237

| FINANCIAL DATA: (Include joint assets if shared by you).<br>APPLICANT ASSETS |     | APPLICANT LIABILITIES                          |     |
|--|-----|--|-----|
| Cash (Checking & Savings)  | \$  | Notes Payable: Name Payee Below                | N/A |
| Investments  |     | To banks                                       | N/A |
| Stocks, Bonds, CD's  |     | Other  | N/A |
| Accounts & Notes Receivable  | N/A | Installment Credit Card Debt                   | N/A |
| Real Estate Owned (Market Value)   | N/A |  | N/A |
| Home   | N/A |  | N/A |
| Other  | N/A |  | N/A |
| Automobile(s): Year, Make  | N/A | Automobile(s) Debt                             | N/A |
|  | N/A |  | N/A |
|  | N/A |  | N/A |
|  | N/A | Other Accounts Payable                         | N/A |
| Personal Property & Furniture  | N/A |  | N/A |
| Face Value of Life Insurance (\$)  | N/A | First Mortgage(s)                              | N/A |
| Cash Surrender Value of Life Insurance                                       | N/A | Home Equity Line of Credit                     |     |
| Retirements Accounts   |     | Unpaid Real Estate Taxes                       |     |
|  |     | Unpaid Income Taxes                            |     |
|  |     | Secured Loans                                  |     |
|  |     | Other Liabilities & Debt – (Attach Separately) |     |
| <b>TOTAL ASSETS</b>  | \$  | <b>TOTAL LIABILITIES</b>                       | \$  |
| <b>NET WORTH</b> (Total Assets – Total Liabilities)                          |     |  | \$  |

**PERSONAL REFERENCES**

| Name | Address | Occupation |
|------|---------|------------|
|      |         |            |
|      |         |            |
|      |         |            |

I certify that the Information I have provided on this application is complete and correct. I hereby authorize Brokers Guild (BG) or its authorized agent to obtain verification of any of the above Information, and I authorize the release of such Information to BG or its authorized agent.

Signature of Applicant(s) \_\_\_\_\_

Date: \_\_\_\_\_