

KingMusk Business L.L.C.

BUYER'S CONFIDENTIALITY AND WARRANTY AGREEMENT

This Agreement is signed and dated by the undersigned "Buyer" in order to induce KingMusk Business L.L.C. ("KINGMUSK") to show Buyer the following described "Business" on Page 4 and to induce KINGMUSK to furnish pertinent information about such Business so that Buyer may determine whether Buyer is interested in considering for purchase the Business upon such terms as may be negotiated. As used herein, Buyer shall mean individually, as a member of the buyer's family, as an associate of the individual, as a member of a partnership, as an employee, stockholder, officer or director of corporation or as an agent, consultant or advisor or related capacity for or to any business entity.

In consideration of KINGMUSK or Seller furnishing certain information on the Business on Page 4 or any other Business listed with KINGMUSK to the Buyer for the Buyer's evaluation and possible purchase of said Business, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer understands, agrees, represents and warrants to KINGMUSK and to Seller as follows:

1. Buyer acknowledges and understands that the information is confidential and shall not be disclosed to any party without prior approval of KINGMUSK. The buyer agrees to conduct all further inquiries with connection with the Business mentioned on Page 4 or any other business listed with KINGMUSK exclusively through KINGMUSK. It is further agreed that should Buyer enter into a buy and sale agreement directly or indirectly with the seller without KINGMUSK written authorization the buyer(s) and the seller jointly and severally agree to pay the broker's commission, which is ten (10%) percent of the total selling price which will include inventory, fixed assets, goodwill and all other items incident to the transaction. Prospective. This is further explained below in Section. Buyer hereby irrevocably and unconditionally agree to allow KINGMUSK to add all other businesses listings to this agreement which KINGMUSK is the broker for. Buyer further agrees to be bound by all the terms and conditions with respect to these additional businesses hereafter added to this agreement. KINGMUSK makes no representation as to the accuracy or completeness of the information provided in the listings or any information provided by the Sellers. KINGMUSK recommends all prospective BUYERS to consult an attorney during the buying process and seek the advise of an accountant. This agreement may not be assigned to other party and no amendment or modification of this agreement shall be valid without written authorization from KINGMUSK. The laws of the state of New York shall govern this agreement

2. Buyer acknowledges and understands that KINGMUSK is representing the Seller of the Business on Page 4 and that KINGMUSK's loyalties, faithfulness and duties are owed to Seller, and KINGMUSK must inform Seller of all important information KINGMUSK knows which might affect Seller's decisions concerning the sale of the Business. Buyer further acknowledges that KINGMUSK advises that if real property is involved in any purchase, Buyer should have the abstract covering the property examined by an attorney of Buyer's own selection and/or that Buyer should be furnished with or obtain a policy of title insurance; have appropriate environmental testing performed to assure environmental compliance and have any examination of any computer, software, telephone or other equipment that Buyer deems necessary to assure year 2000 compatibility. Buyer understands and agrees that KINGMUSK WILL NOT PROVIDE ANY LEGAL, ACCOUNTING OR TAX ADVICE to Buyer and will NOT provide any related services to Buyer acting as licensed attorneys, accountants or tax advisors. Buyer further acknowledges and agrees that the Independent Contractor, shown below, is not an employee or representative of KINGMUSK and has no authority to commit KINGMUSK on any matter and this Agreement is not binding on KINGMUSK until signed by an KINGMUSK officer.

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3. Buyer represents and warrants to KINGMUSK that the information furnished by KINGMUSK to Buyer has not been made available to Buyer by any other person or legal entity. Buyer acknowledges that this information is being furnished only upon the terms described herein based upon Buyer's representations and warranties herein. Buyer further acknowledges and warrants that this information will not be disclosed to any other person, except Buyer's accountant, lawyer and financial consultant who may be furnished such information for the purpose of advising Buyer as to the structure of any proposed purchase of the Business and Buyer accepts full responsibility for assuring full compliance with all provisions of this Agreement by any third party to which Buyer discloses any such information and for any harm to the Seller or to KINGMUSK from any breach of this Agreement. Buyer hereby releases, indemnifies and holds harmless KINGMUSK and Seller from any and all claims or actions arising from Buyer's acts or failures to act in pursuing the purchase of the Business, including, without limitation, reasonable attorney's fees and other expenses.

4. Buyer represents, warrants and agrees that Buyer will not, for a period of four (4) years from today's date, enter into any agreement (herein defined as an offer to purchase, a letter of intent or any similar document) for the optioning, lease, exchange, or purchase of the Business (or any related business), its capital stock or assets, or any portion thereof, either as an individual, member of a partnership, officer, director, employee or stockholder of a corporation, or in any other capacity (nor will Buyer assist or promote in any way anyone else entering into such an agreement) unless said agreement contains a provision wherein the parties thereto acknowledge that KINGMUSK is the procuring cause of such agreement and KINGMUSK is the only person or legal entity entitled to the Professional Service Fee (herein called "Fee") based on the total sales price or minimum Fee as originally agreed upon by Seller (Fees shall be made known, upon request by Buyer, when an offer to purchase, or similar purchaser agreement, is made by Buyer). Further, if said purchase agreement does not provide for the payment of said Fee to KINGMUSK by Seller, or if Fee is not paid by Seller, Buyer agrees to be liable for and pay same on demand without any obligation of KINGMUSK's part to first exhaust legal remedies against Seller.

5. Buyer acknowledges and understands that as used herein the term sales price (or purchase price) shall mean any and all amounts of money or other consideration paid or conveyed to Seller (or retained by Seller) or for Seller's benefit, including without limitation, cash, stock, notes, real property, leases, lines of credit, loans, contingent payments (e.g., license agreements, royalty agreements, payments based on future sales or profits, etc.), employment or management contracts, consulting and non-compete agreements, option agreements, capital investments, assumption or discharge or relief of personal guarantees, all liabilities and/or other obligations included with the sale, retained by the Business or assumed by Buyer, value of assets retained by Seller that were included in the Listing Sale Price and/or any combination of these or other considerations.

6. Buyer represents that Buyer has sufficient financial resources to purchase this Business upon the terms and conditions set forth herein. Buyer agrees to provide, upon request by KINGMUSK or Seller, financial statements, references or other information evidencing such financial sufficiency.

7. Buyer agrees to hold this information in strict confidence and not to introduce himself/itself to Seller or Seller's employees, customers, suppliers or agents (nor will Buyer assist or promote in any way anyone else with any form of introduction) without prior written consent of KINGMUSK and should Buyer, upon examination choose not to proceed further in an acquisition, Buyer agrees to promptly return to KINGMUSK (without reproduction in whole or in part) all documentation loaned to Buyer by KINGMUSK or by Seller and all analyses prepared by Buyer and/or any third party that Buyer engages to analyze the Business.

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8. Buyer agrees that, except with the written consent of Seller, Buyer shall not enter into and/or engage in competition with Seller in the business of developing, engineering, designing, manufacturing, promoting, marketing, leasing or selling Seller's products or services as an individual, partner, employee or agent for any person or entity, or as an officer, director, shareholder or otherwise, including, but not limited to, using information, data, methods or processes revealed, discussed, demonstrated or portrayed by Seller or KINGMUSK, or their agents, representatives or independent contractors directly or indirectly, within the existing marketing area of Seller for a period of four (4) years after the date hereof.

9. Buyer acknowledges and understands that any information is received subject to change, error, or withdrawal of offering without notice. This representation of Buyer shall cover any additional information as to the Business described on Page 4, or any other businesses, furnished to Buyer by KINGMUSK whether orally or in writing and it shall not be necessary for the undersigned to execute any additional agreements to that effect.

10. Buyer acknowledges and agrees that KINGMUSK has made no independent investigation or verification of information or material furnished to Buyer and that KINGMUSK shall not be liable or accountable for its accuracy and that any and all representations and warranties shall be made solely by the Seller in a signed purchase agreement and then be subject to the provisions thereof. Further, Buyer hereby expressly releases, discharges, and holds harmless KINGMUSK from any and all responsibility and/or liability in connection with the integrity of such information or for any action Buyer may take with regard to this Business and Buyer hereby accepts sole and final responsibility for the evaluation of such information or material or physical or other assets or price of the Business whether furnished by KINGMUSK or by Seller or Seller's representatives and Buyer further hereby accepts sole and final responsibility for any price offers made by Buyer. Further, the undersigned Buyer acknowledges the responsibility to perform a due diligence at his or her own cost and expense prior to any acquisition.

11. Buyer acknowledges and agrees that all sums due and the performance and construction of this Agreement shall be in New York County, New York and shall be governed by the laws of the State of New York. The parties agree that any claims or controversy regarding this Agreement shall be most conveniently and economically resolved in New York County, New York, and therefore, the parties agree that any claim or action brought for enforcement, interpretation or damages under this Agreement shall be brought only in New York County, New York and parties agree to forbear from filing a claim in any other jurisdiction.

12. Buyer acknowledges and agrees that when this Agreement is signed by Buyer, it shall constitute the joint and several, personal and individual obligation of each Buyer signatory hereto. This Agreement shall be binding upon Buyer, Buyer's heirs, executors, assigns, administrators or representatives. If any provision of this Agreement shall be held to be invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect and this Agreement shall be construed as if such invalid, void or unenforceable provision had not been contained herein.

13. This four page agreement sets forth the entire agreement and understanding between Buyer and KINGMUSK and cannot be modified, amended, supplemented or rescinded except with written consent of Buyer and a KINGMUSK officer. Buyer and KINGMUSK hereby agree that a facsimile copy of this Agreement will be deemed an original for all purposes. Each party hereby waives the necessity of providing the original copy of the Agreement to bind the other.

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PLEASE FILL OUT COMPLETELY AND SIGN BELOW. BY SIGNING BELOW YOU AGREE TO ALL THE TERMS IN THIS FOUR (4) PAGE AGREEMENT PLEASE FAX TO 1.212.208.4396 or scan and email to kingmusk@kingmuskbusiness.com.

1. Personal Information & Signature

Print Name of Buyer: _____
Address: _____
City: _____
State: _____
Zip: _____
Phone: _____
Fax: _____
Buyer's Signature: _____
Date Executed: _____

2. Business Information

Description of Business to be Shown: _____
Business Listing ID: _____
Asking Price: _____
Cash Available to Invest (liquid): _____
Source of cash (cash, securities, etc.): _____

3. Proof of Identity

Include a Copy of Proof of Identity. *Acceptable forms of identity are government issued photo identification.*

4. Proof of Funds

Proof of funds will be required prior to viewing a business. Thank you and we look forward to working with you.