



BUYER REGISTRATION AGREEMENT

INSTRUCTIONS: A good match of business and acquirer is one of the keys to success. To find a suitable business acquisition for you, we need some personal information and your criteria. Before releasing a company's confidential financial information, we need to understand your financial qualifications. Please feel free to submit your own financial statement and resume, if you have one.

PERSONAL INFORMATION *Please type or print*

NAME		AGE	MARITAL STATUS	NO. IN FAMILY
ADDRESS		CITY	STATE	ZIP CODE
HOME PHONE		OFFICE PHONE		FAX
CELL PHONE		EMAIL		
HOW LONG HAVE YOU BEEN LOOKING FOR AN ACQUISITION?		IDEAL OPPORTUNITY		CAPITAL AVAILABLE TO INVEST
PRESENT EMPLOYER		POSITION		SALARY

FINANCIAL INFORMATION FOR INTERNAL USE ONLY. PLEASE FILL IN COMPLETELY.

ASSETS		LIABILITIES	
CASH & MARKETABLE SECURITIES		MORTGAGES	
REAL ESTATE - MARKET VALUE		HOME EQUITY LINE/LOAN	
RETIREMENT FUNDS		OTHER LIABILITIES	
OTHER ASSETS		TOTAL LIABILITIES	
TOTAL ASSETS		NET WORTH	
ADDITIONAL SOURCES OF CAPITAL	SOURCE	AMOUNT	

I am interested in the following Businesses (please indicate CBI client #): _____

Please circle the industries that may be of particular interest or those in which you have prior experience:

Manufacturing Service Wholesale/Distribution Retail Hospitality

Hobbies & Interests: _____

Comments: _____

**BUYER REGISTRATION AGREEMENT
TERMS AND CONDITIONS**

In consideration of Country Business, Inc.'s ("CBI"), disclosure to you of Confidential Information (as defined below) for any CBI client (each, a "Business"), you understand and agree that:

"Confidential Information" means all oral or written data, reports, records or materials obtained from CBI or the seller(s) relating to a Business, including the name, address and type of business, the names of the owners, the knowledge that the Business may be sold, or even the fact that Confidential Information has been provided. It includes, without limitation, plans, programs, policies, studies, samples, customers, methods of operation, concepts, ideas, analyses, financial statements, interpretations, notes, compilations and documents, whether prepared by CBI, the Business or otherwise, and relating to the Business. It does not include anything generally known or available to the public which you obtain on a non-confidential basis from a source other than CBI. If any reasonable doubt exists about whether anything is or may be Confidential Information, it is.

All Confidential Information will be furnished to you solely in connection with your consideration of the acquisition of a Business and shall be treated as confidential and proprietary. You will not use, disclose or disseminate any Confidential Information to others without CBI's consent, other than to those of your employees, agents and representatives whose knowledge of the Confidential Information is required for you to evaluate a Business as a potential acquisition. You will be responsible for each such person's compliance with the terms and conditions of this Agreement. You will not interfere with any operations of a Business through the use of any Confidential Information or knowledge acquired under this Agreement, nor use any such Confidential Information for your own account or advantage. You agree to have no direct contact with the principals of any business as to which CBI provides you with information.

All Confidential Information shall be promptly returned or destroyed, as directed by CBI or the seller(s) of a Business.

CBI represents the seller(s) of businesses. The seller(s) of the Businesses are the intended third-party beneficiaries of this Agreement and may enforce the terms of this Agreement as if parties hereto. Nothing in this Agreement is intended to create or may be construed as creating a principal-agent relationship between CBI and you. You agree and acknowledge that CBI's sole undertaking is to provide certain information to you. You will engage such professional advisors as you deem necessary and appropriate in connection with a potential acquisition and you confirm that you have not engaged CBI to provide any such advice to you.

Neither CBI nor any of its employees, agents or representatives, makes any representations or warranties, express or implied, as to the

completeness or accuracy of any Confidential Information. Only those representations and warranties, if any, made by the seller(s) in a definitive purchase agreement, when, how and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect or may be relied upon by you. You understand and acknowledge that it is your responsibility to perform a due diligence review and other investigation at your cost and expense prior to any acquisition and that CBI is not undertaking to conduct any such due diligence on your behalf, nor otherwise acting on your behalf

You shall indemnify, hold harmless and defend CBI, the seller(s) and their employees and agents from and against any and all claims, losses, expenses, liabilities, demands and obligations (including legal fees and expenses) that any of them may suffer or incur on account of any claim arising out of this Agreement, the performance of your obligations hereunder, or CBI's provision of information regarding a Business to you, except to the extent such claim, loss, expense, liability, demand or obligation is determined by a court of competent jurisdiction to have been caused by such indemnified person's willful breach of this Agreement or reckless misconduct. If it should be necessary for CBI or the seller(s) , or any of their employees or agents to resort to legal action to enforce any of the terms of this Agreement or to collect any amounts or sums due hereunder, you agree to reimburse CBI and the seller(s) for their actual reasonable costs of suit and enforcement, including reasonable attorney's fees, in addition to any other amounts owed, so long as CBI or the seller(s) are the prevailing parties in such proceedings. The rights and remedies herein are cumulative and not exclusive of other rights and remedies that may be granted or provided by law.

Your obligations shall survive the execution of this Agreement, a closing and any termination of the business relationship between CBI and you.

This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont, without giving effect to such jurisdiction's principles of conflict of laws (except that, if this transaction involves real estate and applicable rules require application of another state's law with respect to certain rights and remedies, then such other state's law shall govern with respect to that portion of the transaction). Disputes arising under this Agreement shall be resolved exclusively in the courts of the State of Vermont.

Name of Individual: _____
(please print)

Telephone: _____

Signature: _____

Address: _____

E-mail: _____

Date: _____

Name of Individual: _____
(please print)

Telephone: _____

Signature: _____

Address: _____

E-mail: _____

Date: _____