

ADAM NOBLE

Mergers & Acquisitions, Business Valuations

2000 E. Lamar Blvd, Ste 600, Arlington, Texas 76006 • Telephone: (817) 467-2161 • Fax: 1-(877) 467-2161
9330 LBJ Freeway, Suite 900, Dallas, TX 75243 • www.adamnoble.com • Jeff@adamnoble.com

Dear Prospective Purchaser,

Thank you for sharing your interest in acquiring a business. Confidentiality and discretion are of the utmost importance to our firm. Potential buyers are required to demonstrate sincerity and financial capability to complete the transaction.

Enclosed are a confidential buyer profile, financial statement and non-disclosure agreement. This information will be used to define your criteria for acquisition. Please feel free to list any additional criteria that are important to your acquisition. *Please include a resume (if available).* All information will be kept confidential. Please complete and scan/email to jeff@adamnoble.com or fax all pages back to 1-877-467-2161. Our fax machine location is private, confidential and secure.

We will search for businesses fitting your criteria. We will contact you and forward a business profile for your review for each potential match. If the business appears to be a good fit, we can arrange for you to meet with the Seller.

Ps Would you mind replying to confirm receipt of email?

Sincerely,

Adam Noble Group



Jeff W. Adam, PE, MCBC, CBB, FRC
President

Adam Noble Group, LLC
Purchaser's Personal Profile & Criteria for Acquisition

FAX TO: 1-877-467-2161 or Mail: 2000 E Lamar Blvd, Ste 600, Arlington, TX 76006 Metro: 817-467-2161
www.adamnoble.com EMAIL: Jeff@adamnoble.com

Name: _____ Date: _____
Are you Purchaser: Principal (Yes ___ No ___), Employee (Yes ___ No ___) or Agent (Yes ___ No ___)?
Business: _____ Title: _____
Address: _____
City: _____ State: _____ Zip: _____ Email: _____
Telephone: HOME () _____ OFF () _____ FAX () _____
CELL () _____ Present Occupation or Business: _____

How did you learn of our company? CHECK ONE: Letter _____ Postcard _____ Ad _____
Referral by: _____ Internet _____ Other _____
(Name/Phone #) (web site)

BUSINESS and INDUSTRY PREFERENCE: (Mfg, Distribution, Service, Retail) _____

LOCATION PREFERENCE: (eg oilfields, cities, regions, counties, states, ...) _____

Have you managed (Yes ___ No ___) or owned (Yes ___ No ___) a Business?
Have you managed (Yes ___ No ___) or owned (Yes ___ No ___) an Oilfield Service Business?
Have you managed (Yes ___ No ___) or owned (Yes ___ No ___) an Equipment Rental Business?
Have you managed (Yes ___ No ___) or owned (Yes ___ No ___) a Contracting Business?
Describe your business, oilfield service or contracting **EMPLOYMENT** or ownership experience: _____

Source of Funding for Purchase: _____

How much cash is available for down payment? \$ _____

Source of Down Payment?: _____

When will it be available?: _____ Resume enclosed?: _____

Do you have good credit? (Yes ___ No ___) Credit Score?: _____ Date: _____

When do you want to take possession?: _____

Are you a US Citizen (Yes ___ No ___) or US Permanent Resident (Yes ___ No ___) If not, please explain: _____

Have you been arrested? (Yes ___ No ___) or convicted of a Felony? (Yes ___ No ___)

Who, besides yourself, will be involved in the decision? _____

What businesses have you investigated? _____

OTHER REMARKS: _____

The undersigned certifies that this information was provided by him/her and is true and correct.

Date: _____ Signature: _____

**A PERSONAL OR BUSINESS FINANCIAL STATEMENT WILL BE REQUIRED OF ALL
PURCHASERS BEFORE RECEIVING FINANCIAL INFORMATION ON ANY LISTING.**

Adam Noble Group
Buyer's Personal Profile & Criteria for Acquisition

FAX TO: 1-877-467-2161 or Mail: 2000 E Lamar Blvd, Ste 600, Arlington, TX 76006 Metro: 817-467-2161
www.adamnoble.com EMAIL: Jeff@adamnoble.com

Personal Financial Statement – Strictly Confidential

Name: _____
Street Address: _____
City: _____ State: _____ Zip: _____ Email: _____
Telephone: HOME () _____ OFF () _____

Cash on Hand in Banks	\$
Stocks, Bonds, Mutual Funds, CD's	\$
Accounts, Loans and Notes Receivable	\$
Retirement – IRA, 401k, other	\$
Value of Businesses Owned	\$
Real Estate – Personal Residence	\$
Real Estate – Investment Property	\$
Automobiles – Number ()	\$
Household Furnishings and Personal Effects	\$
Other - list	\$
TOTAL ASSETS	\$

Notes Payable	\$
Real Estate Mortgage – Personal Residence	\$
Real Estate Mortgage – Investment Property	\$
Other Liabilities -- list	\$
	\$
	\$
TOTAL LIABILITIES	\$

NET WORTH	\$
------------------	-----------

Source of Annual Income

Salary – Self	\$
Salary - Spouse	\$
Bonus and Commissions	\$
Real Estate Net Income	\$
Other Income - list	\$
TOTAL ANNUAL INCOME	\$

The undersigned certifies that this information was provided by him/her and is true and correct.

Date: _____ Signature: _____

STANDARD PURCHASER'S CONFIDENTIALITY AND WARRANTY AGREEMENT

Description of Business: Texas Permian and North Dakota Bakken Oilfield Equipment Rentals Service Business 19840
Asking Price and Terms: Price \$9,750,000. Seller prefers ALL-CASH but is willing to seller-finance up to 15% to a Purchaser qualified/approved by Seller. All financing to be personally guaranteed.

In order to induce ADAM NOBLE GROUP, LLC ("Broker") as the agent of a seller(s) to furnish information about the "Business" described above so that the undersigned Purchaser may determine if Purchaser is interested in considering purchasing the Business upon such terms as may be negotiated, Purchaser agrees, represents and warrants to Broker and to Seller as follows (as used herein, "Purchaser" shall mean the undersigned individually, and as a member of a partnership, an agent, owner, officer, manager, or director of an entity, or as agent, consultant or advisor or any similar capacity for or to any business entity or affiliate of Purchaser):

1. Purchaser acknowledges and understands that Broker is the agent of the Seller(s) of the Business described above and that Broker's duties, loyalties and faithfulness are owed to the Seller, and Broker must inform the Seller of all important information Broker knows which might affect Seller's decisions concerning the sale of the Business.
2. Purchaser represents and warrants to Broker that the information furnished by Broker Group to Purchaser has not been made available to Purchaser by any other person or legal entity. As used herein, "Broker Group" shall mean Broker and its agents, employees, officers, directors, owners, co-brokers, representatives, independent contractors and affiliates. Purchaser acknowledges that all information is being furnished only upon the terms described herein based upon Purchaser's representations and warranties herein. Purchaser further acknowledges and warrants that all information furnished will not be disclosed to any other person, except Purchaser's accountant, lawyer and consultants who may be furnished such information solely for the purpose of advising Purchaser as to the structure of any proposed purchase of the Business and Purchaser accepts full responsibility for assuring full compliance with all provisions of this Agreement by any third party to which Purchaser discloses any such information and for any harm to the Seller or to Broker from any breach of this Agreement. Purchaser hereby releases, indemnifies and holds harmless Broker Group and Seller from any and all claims or actions arising from Purchaser's acts or failures to act in pursuing the possible purchase of the Business, including, without limitation, reasonable attorney's fees and other expenses incurred by any of them.
3. Purchaser represents that Purchaser has sufficient financial resources to purchase this Business upon the terms and conditions set forth herein. Purchaser agrees to provide, upon request by Broker or Seller, financial statements, references or other information evidencing such financial capacity.
4. Purchaser agrees to hold all information furnished concerning the Business or any other business in strict confidence and not to introduce himself/itself to any Seller or Seller's employees, customers, suppliers or agents (nor will Purchaser assist or promote in any way anyone else with any form of introduction) without prior written consent of Broker and should Purchaser, upon examination choose not to proceed further in an acquisition, Purchaser agrees to promptly return to Broker (without reproduction in whole or in part) all documentation tendered to Purchaser by Broker Group or by Seller and to destroy any data copy of such information.
5. Purchaser covenants and agrees that, except with the written consent of Seller, Purchaser 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 Broker Group, or their agents, representatives or independent contractors directly or indirectly, within the existing marketing area of Seller for a period of two (2) years after the date hereof.
6. Purchaser acknowledges and understands that any information tendered by Broker Group or Seller(s) is received subject to change, error, or withdrawal of offering without notice. Purchaser acknowledges and agrees that Broker Group has made no independent investigation or verification of information or material furnished to Purchaser and that Broker Group shall not be liable or accountable for its accuracy and that no representation is made with respect to such information as any and all representations and warranties concerning such information shall be made solely by the Seller in a signed sale agreement and then be subject to the provisions thereof. Further, Purchaser hereby expressly releases, discharges, and holds harmless Broker Group from any and all responsibility and/or liability in connection with the integrity of such information or for any action Purchaser may take with regard to this Business and Purchaser hereby accepts sole and final responsibility for the evaluation of such information or material, or physical or other assets of the Business whether furnished by Broker Group, by Seller or Seller's representatives. Purchaser further accepts sole and final responsibility for any price offers made by Purchaser. Purchaser acknowledges that it is the Purchaser's responsibility to perform a due diligence concerning all information tendered and the Business at Purchaser's own cost and expense prior to any acquisition.
7. Purchaser understands and agrees that Broker Group WILL NOT PROVIDE ANY LEGAL, ACCOUNTING OR TAX ADVICE to Purchaser and will NOT provide any related services to Purchaser acting as licensed attorneys, accountants or tax advisors.

8. All representations and agreements of Purchaser made in this Agreement shall cover any additional information furnished to Purchaser by Broker Group as to the above described Business or any other business, whether such information is furnished orally or in writing and it shall not be necessary for the undersigned to execute any additional agreements to that effect.

9. Purchaser represents and warrants that Purchaser will not, for a period of two (2) 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 owner of any entity, or in any other capacity (nor will Purchaser 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 Broker Group 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. (The Fee shall be made known, upon request by Purchaser, when an offer to purchase, or similar purchaser agreement, is made by Purchaser). Further, if said purchase agreement does not provide for the payment of said Fee to Broker by Seller, or if Fee is not paid by Seller, Purchaser agrees to be liable for and pay the Fee on demand without any obligation of Broker's part to first exhaust remedies against Seller. To ensure the collection of its compensation, Purchaser hereby grants Broker a security interest in and to all the Business assets which may be acquired by Purchaser in violation of this Agreement along with all additions and accessions thereto and the proceeds thereof.

10. Purchaser 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 Purchaser, value of assets retained by Seller that were included in the Listing Sale Price and/or any combination of these or other considerations.

11. Purchaser acknowledges and agrees that the performance under and all sums due pursuant to this Agreement shall be in Tarrant County, Texas and shall be governed by the laws of the State of Texas. The parties agree that any controversies regarding this Agreement shall be most conveniently and economically resolved in Texas and therefore, the parties submit to jurisdiction in Texas, agree that any claim or action brought for enforcement, interpretation or damages in any way relating to this Agreement shall be brought only in Texas and agree to forbear from filing claims in any other jurisdiction.

12. This Agreement shall be binding upon Purchaser, Purchaser's heirs, executors, assigns, administrators, successors 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 as if such invalid, void or unenforceable provision had not been contained herein.

13. The parties agree that any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules; and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Expenses of arbitration shall be borne by the parties in such proportions as the arbitrator(s) shall decide. The arbitrator's sole authority shall be to interpret and/or apply the provisions of this Agreement; the arbitrator(s) shall have no authority to change or modify any provision of this Agreement. The arbitrator shall enter a default judgment against (i) any party who fails to participate in the arbitration proceedings, or (ii) any party who fails to pay any administrative or arbitration expense after having been given seven (7) days' notice and opportunity to cure such default.

14. This Agreement sets forth the entire agreement and understanding between Purchaser & Broker and cannot be modified, amended, supplemented or rescinded except with written consent of Purchaser & an officer of Broker. Purchaser and Broker hereby agree that a facsimile or scanned signed copy of this Agreement will be deemed an original for all purposes, and each party hereby waives the necessity of providing the original copy of this Agreement to bind the other.

Description of Business: Texas Permian and North Dakota Bakken Oilfield Equipment Rentals Service Business 19840

		X
Printed Name of Purchaser	Company, Title	Purchaser Signature (Individually & as Authorized Representative)

Address	X DATE EXECUTED
---------	--------------------

City, State and Zip Code Phone Email Address