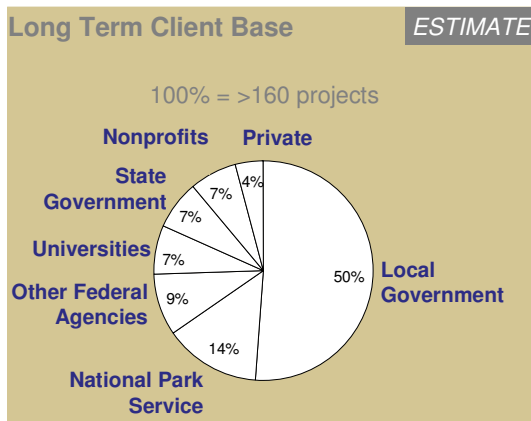




Please allow me to introduce you to my client, a successful and respected planning, design, and landscape architecture firm strategically located near Denver, Colorado. ***This 12 person Company has grown its revenues by an average of 15%¹ per year for the last 15 years.*** The Company seeks new leadership and ownership in order to grow the Company to the next level. We identified your firm by prioritizing high profile, growing firms with complementary services, clients, and geographies.

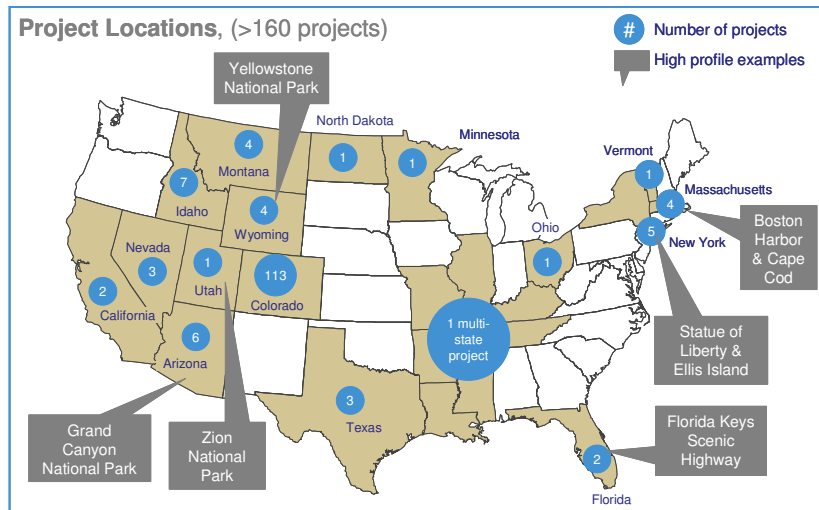
This award-winning Company focuses on U.S. public sector large-scale landscape planning and design. ***With more than 160 projects in 24 U.S. States encompassing millions of acres of federal, state, and local public land,*** this Company specializes in meeting the unique needs of public sector clients. The Company has worked with more than 70 different clients, including a core group of 20 clients who have awarded the Company multiple projects over many years.



Sample of Repeat Clients	Projects	Since (year)
National Park Service	24	1994
U.S. Fish & Wildlife Service	23	2002
City of Boulder, CO	17	1991
Town of Windsor, CO	12	2002
City of Denver, CO	10	2000
State of Colorado	9	1997
Colorado State Parks	8	1993
University of Northern Colorado	7	2000
U.S. Forest Service	6	1999
Eagle County, CO	6	2004
City of Golden, CO	6	1992
University of Colorado, Boulder	5	1998

This Company works on projects ranging from multi-state, multi-million acre, regional planning projects to detailed site design. ***Planning projects have accounted for approximately 60% of annual revenues*** over the last 15 years, focusing on parks, trails, regional landscapes, waterfronts, river corridors, and campuses. The Company specializes in public process facilitation, cultural landscape inventories, and planning for community management, redevelopment, land use, and ecotourism. ***The remaining 40% of the business comes from design services*** focusing on streetscapes, public plazas, campus facilities, parks, trails and interpretive signage. The Company has worked on many high-profile public icon projects, including the ***Statue of Liberty, Boston Harbor, Florida Keys Scenic Highway, Yellowstone, Grand Canyon, and Zion National Parks,*** as well as other crown jewels of the natural and cultural American landscape.

¹ Preliminary Compound Annual Growth Rate (CAGR) 1991 to 2005 – to be jointly verified during due diligence process.



If your growth strategy includes the possibility of acquiring a firm with loyal, long term clients, talented staff, proven methodologies, and an award winning history of real impact on the U.S. public landscape, please let me know and I will be happy to provide you with additional information. In order for me to release the Company’s identity, financial history, client list, project portfolio, employee data, and other information that you may request, I will need to have the enclosed Confidentiality Agreement signed and returned to my office.

If you are interested in learning more, please fill in your firm’s name, address, and the date at the top of the Agreement as well as the information required at the bottom left (under “Receiving Party”). You may return the signed Agreement to my office via fax (303-484-3192) or mail (1570 Lehigh St., Boulder CO 80305). I will be happy to offer whatever assistance I can in facilitating the introduction to the Company. Please contact me if you have any questions.

I hope to hear from you.

Sincerely,

Gali Beh
President, Beh Management Consulting, Inc.

- Beh Management Consulting, Inc. provides strategic advice and support to leaders of organizations pursuing growth. We are not a business broker; our fees are paid solely by the client represented in this letter and are not tied to the financial outcomes of this process. This letter of introduction has been prepared from information provided by the client, is provided solely for informational purposes, and does not purport to contain all the information that the recipient may require in investigating a possible relationship with the business presented.
- By returning the enclosed Confidentiality Agreement, the recipient acknowledges that it is solely responsible for conducting a due diligence review prior to any transaction with the business herein presented. Each recipient is solely responsible for any costs or expenses incurred in connection with such due diligence review unless otherwise agreed to in writing by the client firm.

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT (the "Agreement") is made between the Receiving Party (the "Receiving Party") _____, located at _____, and the Disclosing Party (the "Disclosing Party"), _____, located at _____, that entered into this Agreement _____ (date).

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the mutual disclosure of confidential information to each other, each undersigned party, the Receiving Party and the Disclosing Party, agree as follows:

Accordingly, it is proposed that named representatives of Receiving Party meet and/or discuss via phone and other means of communications with the Disclosing Party from time to time for such discussions, during which each may reveal to the other, either orally, in writing or by inspection, confidential information about the respective businesses that would be helpful in evaluating any such acquisition, merger or business combinations. Such "confidential information" discussed, disclosed or inspected, as the case may be, shall include but is not limited to financial statements, cost and expense data, production data, trade secrets, proprietary technology, training systems, marketing strategies, client data and such other information as may be supplied by the respective parties that is not generally ascertainable from public published information, professional associations or trade sources.

The conditions under which discussions will take place between the representatives of the Receiving Party and the Disclosing Party are as follows:

- 1.0 The Receiving Party and the Disclosing Party hereby undertake and agree to retain in confidence, and to require their respective owners, employees, consultants, professional representatives and agents to retain in confidence, all such confidential information transmitted to them by any person in the other company, and none of the Parties will use or disclose to others, or permit the use or disclosure of any such confidential information obtained from, or revealed in, these discussions.
- 2.0 In the event that either Party terminates such discussions for any reason, each Party shall forthwith deliver to the other Party (without retaining copies) all documents and other written information obtained from the other Party. Each Party will destroy that portion of the confidential information, which consists of each Party's own analyses, calculations and studies.
- 3.0 Neither Party will make any statements, public announcements; or release to trade publications, the press, or to any competitor, client, supplier, or third party any information about the aforementioned discussions, including that discussions have been, or are being, held. If it is necessary, in the opinion of their respective legal advisers, to disclose any of the confidential information in order to comply with the requirements of any law, court order or government regulation, the party required to make the disclosure will immediately advise the other Party in the by courier, email or telephone in order to provide at least three working days notice in advance of compliance.
- 4.0 Except as provided by this Confidentiality Agreement, neither Party shall be party to any legally binding commitment with respect to the matters to be discussed by them, unless and until a formal Sales Agreement is executed by the appropriate officers of both Parties.
- 5.0 The Parties each hereby confirm to the other that any information disclosed to them, or any discussions held between them, before this Confidentiality Agreement was signed, is also subject to the terms of this Confidentiality Agreement.
- 6.0 The Parties who are involved in these discussions agree that for a period of two years they will not be personally involved, directly or indirectly, in any effort to induce, entice, hire or attempt to hire any employee of the other company without the prior written approval of the Principal of the other company who has signed this Agreement, provided that nothing herein shall restrict or preclude either party from employing any person who contacts them on his or her own initiative, or whose employment has been terminated by the other party prior to any solicitation. Nothing in this Agreement shall restrict either party's right to make generalized searches for employees by use of advertisements in the media, including trade magazines.
- 7.0 The Parties each hereby understand and agree that this Confidentiality Agreement shall terminate two years after the date the Agreement is signed below by their Principal; and shall survive for the remaining portion of the term, despite any termination of discussions between the parties, or the execution of a Merger or Sale Agreement.
- 8.0 The Parties shall procure the observance of the terms of this Confidentiality Agreement by each of the owners, employees, advisors and agents to whom confidential information is provided about this possible transaction.

This Confidentiality Agreement shall be subject to the laws of the State of Colorado.

The signatures below confirm agreement to the clauses and conditions documented above. Any modification or waiver of these conditions must be agreed in writing, and signed by Principals of each Party.

Agreed to and Accepted by:

Receiving Party

Signature: _____
Name: _____
Title: _____
Company: _____
Phone Number: _____
Email: _____
Date: _____

Disclosing Party

Signature: _____
Name: _____
Title: _____
Company: _____
Date: _____

*Instructions: Please fill in information by "Receiving Party" above and at bottom left.
Fax to 303-484-3192 or mail to 1570 Lehigh St. Boulder CO 80305.*