

October 27, 2015

Highly Confidential

Thomas H. McConnell
Seventeenth Street Plaza
1225 17th Street Suite 1725
Denver, Colorado 80202

Re: Caretek, Inc. (the "*Company*" or "*Colorado Timberline*") – Letter of Intent

Dear Mr. McConnell:

We are pleased to submit the following outline of terms and conditions (the "*Letter of Intent*") to the Board of Directors (the "*Board*") of Caretek, Inc. (the "*Company*" or "*Colorado Timberline*") pursuant to which Ashland Capital Partners, LLC and its co-investors (together, "*Ashland*" or the "*Buyer*"), through the creation of a new entity ("*NewCo*"), will purchase 100% of the assets and operating liabilities of Colorado Timberline, as well as the Personal Goodwill (the "*Personal Goodwill*") of Dan Greene ("*Greene*" or the "*Seller*"), in exchange for approximately \$31.5 million (the "*Cash Consideration*"), a \$2.0 million Preferred Equity instrument (the "*Seller Preferred*"), and an approximately 28.2% rollover equity interest in Newco which, based on our current financing expectations, equates to approximately \$4.0 million in value (the "*Rolled Equity Investment*") (collectively, the "*Transaction*"). In addition, Greene and certain to be determined members of management ("*Management*") will enter into employment agreements with Newco which, will include mutually determined levels of consideration, as well as short term and long term incentive compensation plans (the "*Employment Agreements*"). This Letter of Intent replaces, supersedes, and cancels all previous letters of intent between the parties.

Our investment philosophy and track record are based upon the principle of creating effective partnerships with outstanding operating managers in order to build substantial and profitable businesses. We are financial investors and any potential investment or acquisition would be based on our assessment of not only the business, industry, and markets of the Company, but also the current management team of Colorado Timberline. We are strong proponents of operating autonomy and require that our management partners also have an investment and ownership position in the Company.

In addition to leading the acquisition, our ongoing role is to assist in the growth and development of the business using our network of contacts, our extensive deal flow, and our years of business experience; it is not the running of the day-to-day operations of the Company. We also believe it is imperative to properly capitalize companies and as such we endeavor to create a capital structure with sufficient amounts of equity and proper levels of debt to yield a balance sheet that provides the Company with both financial strength and strategic flexibility. Through this structure we believe that we can create meaningful value for all stakeholders. With a current portfolio of 12 companies, Ashland has a verifiable track record of completing acquisitions.

In formulating this outline of terms and conditions, we have relied on the financial information, operating information, and descriptions of assets and operations provided by the Company, and have assumed that this information is accurate in all material respects. We would expect to complete our due diligence and formalize the legal documentation necessary in order to consummate the transactions contemplated herein (the "*Closing*" or the "*Closing Date*") within one-hundred (100) days after the execution of this Letter of Intent.

The key terms and conditions of our proposal are as follows:

- | | |
|--------------------------|--|
| 1. Transaction Structure | The Company will contribute to Newco, a LLC taxed as a flow through entity, substantially all of the assets and business operations of the Company and make the Rollover Equity Investment, in exchange for (i) the issuance of the Seller Preferred, (ii) the issuance of common equity interests in Newco representing the Rollover Equity Investment and (iii) cash in an amount equal to |
|--------------------------|--|

approximately \$31.5 million. Ashland, through another LLC taxed as a flow through entity, will contribute cash to Newco in an amount equal to approximately \$10.3 million and will cause Newco to generate additional cash through loans from lenders. Greene will sell to Newco any all intellectual property rights and goodwill associated with the business of the Company owned by Greene in exchange for cash in an amount equal to approximately [\$13.4 million].

- (a) Contribution/Purchase Agreements. Definitive Contribution/Purchase Agreement (collectively, the "*CPA*") will be executed by both parties, on terms satisfactory in form and substance to the Company and the Buyer.
- (b) Contributed Assets and Assumed Liabilities. Newco will accept all of the Company's assets free and clear of all liens, claims, and encumbrances, except for those related to the assumed liabilities. Newco will also assume all specifically identified ordinary course liabilities of the Company, which will specifically exclude all interest-bearing debt, capital lease obligations, accrued interest, and accrued taxes at the time of closing.

The CPA shall set forth an allocation of the Purchase Price among the purchased assets and assumed liabilities, which shall be binding upon the parties for income tax reporting purposes. The values assigned to the purchased assets and the assumed liabilities shall be predicated on their fair market values, as determined by a third party appraisal.

- 2. Consideration The aggregate consideration of \$37.5 million consists of Cash Consideration of \$31.5 (\$1 million of which will be allocated to the value of the non-compete agreement discussed in Section 13), a Seller Preferred with a face value of \$2.0 million, and approximately 28.2% of the fully diluted common equity interests in Newco (collectively, the "*Consideration*"). Greene will also receive a put option associated with his Rolled Equity Investment that will provide him with a guaranteed right to liquidate his remaining ownership upon certain conditions, as discussed in Section 5. The Seller Preferred, combined with the Rolled Equity Investment, totals \$6.0 million, which in the Buyer's estimation ensures a significant ongoing commitment to the ongoing success of Newco post-Closing. This transaction assumes that an appropriate level of net working capital necessary to operate the business and meet Management's near term forecasts (the "*Minimum Working Capital*"), as discussed in Section 4, will be delivered at Closing with due consideration for the seasonality of the Company. The Cash Consideration shall be paid to the Seller, concurrently with the Closing (as hereinafter defined), in immediately available funds, less a working capital holdback escrow in an amount to be mutually determined by Ashland and the Seller (the "*Working Capital Escrow*").

We have constructed this offer with Greene's specific economic and lifestyle needs in mind. We believe that at a minimum this proposal will allow Greene to receive in excess of \$5.0 million dollars on an after tax basis (not including the Seller Preferred), while providing him with a substantial ownership stake in Newco.

- 3. Sources of Financing The Transaction will be financed with a combination of equity provided by Ashland, Seller Preferred units issued to Greene, and a combination of senior secured and mezzanine financing. Although we are including a financing contingency in this letter of intent, we have always obtained our assumed debt

financing. Based upon a debt-free, cash-free valuation of \$37.5 million for the business (the “*Preliminary Total Enterprise Value*”), Ashland estimates the following sources & uses of capital for the Transaction:

| Sources | | Uses | |
|--------------------------|-----------|-------------------------------|-----------|
| Cash Sources | | Cash Uses | |
| Ashland Equity | \$ 10,266 | Dan Greene Cash Consideration | 18,708 |
| Term A | 10,000 | Net Debt at 9/30/15 | 11,760 |
| Mezzanine | \$ 7,151 | Seller Transaction Expenses | 1,000 |
| RLOC Drawn at Closing | 4,301 | Buyer Transaction Expenses | \$ 1,250 |
| Convertible Note | \$ 1,000 | | |
| Cash Sources | | Cash Uses | |
| | 32,718 | | 32,718 |
| Dan Greene Rolled Equity | 4,032 | Dan Greene Rolled Equity | 4,032 |
| Seller Preferred | 2,000 | Seller Preferred | 2,000 |
| Sources | | Uses | |
| | \$ 38,750 | | \$ 38,750 |

While we are still evaluating several financing alternatives, it is currently anticipated that the weighted average interest rate associated with the debt financing will not exceed 8% per annum.

4. Minimum Net Working Capital

The CPA will specify a minimum level of Net Working Capital (the “*Minimum Working Capital*”) of the Company to operate the business in 2016 based upon historical and expected trends and seasonality. Business will be conducted in the normal course. In addition, it will be a condition to the Closing that the Company has not and will not make any distributions or dividends to its owners in any form from June 30, 2015 through Closing. Net Working Capital will be defined as follows:

Net Working Capital = Cash + Trade Accounts Receivable + Inventory – Trade Accounts Payable – Accrued Liabilities* or Other Current Liabilities.

* - Specifically excludes accrued interest and accrued income taxes

An analysis of Net Working Capital will be made immediately prior to Closing which will take into account the seasonality of the business as well as the prior twelve (12) month’s average working capital levels and 90 day outlook. To the extent that Net Working Capital in this analysis is not within the Minimum Working Capital range as determined through diligence, the Consideration shall be increased or decreased, as appropriate, by an amount (the “*Net Working Capital Adjustment Amount*”), if any, equal to the amount of any increase or decrease in the Net Working Capital amount as of Closing from the Minimum Net Working Capital. Within sixty (60) days after the Closing Date, the Buyer shall prepare a good faith statement of the actual (“*Net Working Capital Amount*”) on the Closing Date (the “*True-Up Statement*”). In the event of any dispute as to the actual Working Capital Amount, such dispute shall be submitted to an independent auditor reasonably acceptable to both parties for resolution. Once the final Net Working Capital Amount has been determined by the parties or the independent auditor, as applicable, (i) any decrease, in the Consideration as a result thereof shall be paid out of the Working Capital Escrow to the Buyer and (ii) any increase in the Consideration shall out of the Working Capital Escrow to the Seller. After any Net Working Capital Adjustment has been paid out of the Net Working Capital Escrow, any remaining escrowed funds will be immediately

remitted to the Seller. Notwithstanding the foregoing, the Net Working Capital Adjustment will result in a minimum payment to the Seller of \$1.0 million.

5. Rolled Equity Put Option

In order to bridge the Buyers' need to maintain Greene's ongoing involvement in the Company and Greene's desire to have assurance over his ability to liquidate his holdings in the near term, this proposal further contemplates that Greene will receive a unilateral right, but not the obligation, to sell his Rolled Equity Investment back to Newco (the "***Rolled Equity Put Option***"). The conditions for the Rolled Equity Put Option are as follows:

The Rolled Equity Put Option will be exercisable at the later of the following occurrences:

- 1) The 5th anniversary of the Closing; or
- 2) The date by which Ashland's initial equity investment (through non-tax distributions) has been either (i) returned or (ii) reasonably determined in good faith to have been able to be returned if not for Board level decision making to deploy free cash flow (after total debt service and normal course capital expenditures) towards other strategic efforts.

Notwithstanding the foregoing, the Rolled Equity Put Option will only be exercisable once the Board of Directors of Newco has reasonably determined that a satisfactory succession plan has been affected.

If upon exercise (i) two year average trailing twelve month EBITDA is less than \$10.0 million or (ii) 30 day LIBOR is greater than or equal to 3.00%, the Rolled Equity Investment will be appraised according to the following valuation methodology:

Two year average trailing twelve month adjusted EBITDA multiplied by 6.75, plus cash less funded debt.

If upon exercise (i) two year average trailing twelve month EBITDA is greater than or equal to \$10.0 million and (ii) 30 day LIBOR is less than 3.00%, the Rolled Equity Investment will be appraised according to the following valuation methodology:

Two year average trailing twelve month adjusted EBITDA multiplied by 8.00, plus cash less funded debt.

Adjusted EBITDA will be mutually agreed upon by Greene and the Board of Directors. If mutually agreed upon Adjusted EBITDA figure cannot be determined, then a mutually determined 3rd party will be engaged to perform an objective Quality of Earnings assessment, which will be binding upon the parties. The timing and form of consideration associated with the proceeds from the Rolled Equity Investment Put Option will be subject to the financial health and liquidity of Newco at the time of exercise, although under no circumstance will full payment be delayed beyond 5 years from exercise.

6. Seller Preferred

At Closing, Newco will issue to Greene Preferred Units with a face value of \$2.0 million. The Seller Preferred will require monthly 8% preferred dividends, and will require mandatory redemption for face value following a five year period. The Seller Preferred will be fully subordinated to all 3rd party debt and payments under the Seller Preferred will be subject to the associated covenants of all 3rd party credit facilities.

7. Earn-out
Provision

Greene will be entitled to receive \$1.50 for every \$1.00 of Newco's Gross Margin as determined below for the 2015 calendar year in excess of \$16,217,000 (the "**Earn-out Benchmark**"), subject to a maximum of \$2,500,000 (the "**Earn-out**"). Set forth below are representative examples of the Earn-out amounts to which Greene would be entitled based on achievement of certain Gross Margin levels, assuming operating expense limits for not exceed the cap limits set forth below:

| In \$000's | | | |
|--|------------------|------------------------|--|
| Gross Margin Interval | Implied Earn-out | Operating Expense Cap* | |
| \$16,218 or less | \$ 16,218 | \$ 9,393 | |
| \$16,518 | \$ 16,518 | \$ 9,581 | |
| \$16,818 | \$ 16,818 | \$ 9,768 | |
| \$17,118 | \$ 17,118 | \$ 9,955 | |
| \$17,418 | \$ 17,418 | \$ 10,143 | |
| \$17,718 | \$ 17,718 | \$ 10,330 | |
| Over \$17,884 | \$ 17,884 | \$ 10,406 | |
| * - Note: To the extent FY15 Gross Margin falls between Gross Margin intervals, the Operating Expense Cap will be adjusted pro-rata. | | | |

The amount and timing of the Earn-out will be subject the following parameters and preconditions:

Confirmation by Audit Procedures: An audit of the financial statements will be performed by Clifton Larson for the calendar year ended December 31, 2015 ("**FY15**"). The Gross Margin to be applied for the purposes of comparison to the Earn-out Benchmark will be calculated in a manner consistent with that described in Exhibit A "Colorado Timberline-Reconciliation of Reclassified Financial Statements" with the amount verified through audit procedures. The Gross Margin to be applied for the purposes comparison to the Earn-out Benchmark will be the amount verified through audit procedures. For the avoidance of doubt, the scope of the audit procedures will be solely focused on determining and verifying that the FY15 financial statements are in compliance with Generally Accepted Accounting Principles, and will not include adjustment for pro-forma, non-recurring, or other items in the scope of a Quality of Earnings analysis.

Lender Consent: All payments associated with the amounts earned through the Earn-out Provision will be subject to covenant compliance and approval by the Senior and Mezzanine lenders (the "**Lender Group**").

Operating Expenses Cap: Amounts earned under the Earn-out provision will be subject to maximum operating expense limits to ensure that incremental Gross Margin is translating into incremental operating cash flow. Operating expenses will be first calculated as the amount indicated by the FY15 audit, and then will be adjusted for those adjustments specifically approved by Clifton Larson in the quality of earnings analysis, including Dan Greene's personal expenses, Nonessential Employee Salary, Relocation Expenses-Consulting, Relocation Expense-Rent, Consulting Fees, Relocation Expense-Storage & Freight, 50% of Research and Development Projects (e.g. through August approximately 50% of \$554 thousand), transaction related expenses, amongst others (collectively the "**FY15 Operating Expenses**"). To the extent the FY15 Operating Expenses exceed the appropriate corresponding Operating Expense Cap (which will be adjusted pro-rata to the extent Gross Margin falls between the intervals in the table

above), there will be a dollar for dollar negative adjustment to the Earn-out. Clifton Larson will be specifically asked to assess the impact of a potential adjustment related to the paper consignment arrangement with Beaver Paper. Any adjustment deemed appropriate, whether impacting FY15 Operating Expenses, the Gross Margin Benchmark, or FY15 Gross Margin will be applied for the purposes of calculating the Earn-out.

Subject to the preconditions and parameters above, payment of the Earn-out will be made in the first calendar quarter of 2016. To the extent there is an earned but unpaid balance at the end of the first quarter, the balance will be applied to a Preferred Equity instrument that will pay an 8% monthly preferred dividend, with mandatory redemption following an eighteen month period (the "*Earn-out Preferred*"). Payments associated with the Earn-out Preferred will be subject to covenant compliance and lender approval.

8. Interim
Employment
Matters

In the intervening period between the execution of this Letter of Intent and 30 days prior to Closing, Caretek, at its expense, will do all of the following:

- a) Engage a third-party Human Resources Consulting firm (which firm shall be subject to approval by Ashland and which approval shall not be unreasonably withheld), to conduct a detailed audit of Caretek's employment procedures and processes to determine if Caretek is in compliance with labor and employment-related laws. This audit shall include review of Caretek's I-9 compliance, classification of individuals as contractors rather than employees, OSHA compliance, record keeping compliance, government contractor compliance if any, filing of required forms, tax reporting, wage and hour and employee payroll practices, and all other standard practices reviewed in a labor and employment audit. After completing that audit, Caretek shall have the HR Consulting firm take any and all necessary corrective actions arising from that audit to ensure Caretek's compliance with all applicable employment and labor-related laws, such as supplying missing information on or completing new Forms I-9 as required, reclassifying contractors as employees, complying with the Colorado Employment Verification Law, making required wage, overtime or tax payments due for the applicable limitations period and any other actions necessary to bring Caretek into compliance with labor and employment laws. The HR Consulting firm shall issue to Caretek and Ashland a detailed report concerning the findings of the audit and the corrective actions required, the corrective actions taken, and the number of employees that are legally authorized to work in the United States as of the day of the report (including providing interim information to Ashland as Ashland deems necessary). Finally, within 15 days prior to closing the HR Consulting firm shall certify to Ashland that Caretek is then in substantial compliance with all applicable labor and employment-related laws. If the HR Consulting firm fails to provide any of the requirements of this section 8(a) or if Caretek fails to take the necessary corrective action recommended as part of the audit, either as determined in Ashland's sole but reasonable discretion, then Ashland shall have no obligation to proceed with the Transaction provided for in this Letter of Intent.

- b) Allow for Caretek to select and oversee, subject to Ashland's approval which shall not be unreasonably withheld, a third-party Business Consulting firm to evaluate the operational sufficiency of the employees that have been independently verified as legally authorized to work in the United States pursuant to the report from the labor and employment audit provided for in section 8(a). To the extent that the Business Consulting firm determines that the number of employees verified pursuant to that audit is insufficient to operate the business in such a manner that is consistent with the prior operating requirements of the business (as adjusted for seasonal hiring and including individuals classified as contractors), then the Business Consulting firm will quantify the cost to recruit, evaluate, hire and train the number of employees required to alleviate such employment deficiency on a continuing basis from year to year (such quantified cost being referred to as the "**Incremental Employment Cost**").

Caretek will be solely responsible for all costs and fees associated with retention of the Human Resources Consulting firm provided for in section 8(a), including paying all of their invoices in full. Ashland will be solely responsible for all costs and fees associated with retention of the Business Consulting firm provided for in section 8(b), including paying all of their invoices in full.

9. Interim
Valuation
Considerations

In addition to the reports identified in Section 8 above to be provided by Caretek, during the intervening period between the execution of this Letter of Intent and Closing, Clifton Larson will perform a final Quality of Earnings analysis for the Trailing Twelve Month period through September 30, 2015 and if such analysis indicates that Beaver Paper savings quality of earnings is less than \$730,000, the difference between \$730,000 and the actual Beaver Paper savings shall be the ("**Final Beaver Paper Adjustment**").

If the sum of the Final Beaver Paper Adjustment and the Incremental Employment Cost (determined under 8.b) is greater than \$10,000, then the Preliminary Total Enterprise Value will be downward revised pursuant to the following formula.

Reduction to Preliminary Total Enterprise Value = 6.0 multiplied by
[Final Beaver Paper Adjustment + Incremental Employment Cost].

Any such reduction shall reduce the Cash Consideration to be paid to Caretek and Caretek's value associated with the Rolled Equity Investment in Newco shall be adjusted accordingly.

10. Board of
Directors

The Board of Directors of Newco will consist of three (3) board members, and will include two Ashland representatives and Dan Greene. Ashland and Dan Greene will each receive one non-voting visitation seat. The non-executive Board members would be paid a board fee of \$3,000 per month for their roles as directors, and will be indemnified by Newco (supported by D&O insurance coverage).

11. Employment
Agreement

At Closing, Dan Greene and certain key members of management (if appropriate) will sign Employment Agreements for a minimum term of three (3) years. The Employment Agreement for Greene will specify an annual salary of \$150,000. In addition, Greene will be entitled to receive an annual bonus of up to \$150,000 upon meeting certain predefined financial goals and qualitative benchmarks.

These goals and benchmarks, as well as the related bonus quantification methodology, will be determined during the first quarter of each calendar year and will be effective for determining bonus levels earned for that prospective calendar year.

The compensation levels for each other member of management will be mutually determined by Ashland and the Seller.

12. Management Fee As consideration for ongoing management services provided to Newco, Ashland and the Seller will be paid an aggregate annual amount equating to 2% of post-bonus EBITDA, which will be split pro-rata based on respective ownership levels (the “*Management Fee*”). The Management Fee will be taxable consideration for both Ashland and the Seller and, for the avoidance of doubt, will not be treated as a distribution. The Management Fee would be paid monthly in arrears.

13. Non-Compete and Non-Solicitation If not already in place, Company would negotiate and execute standard non-compete, non-disclose and non-solicitation agreements with Greene and other key members of management. These agreements will be binding for a period ending no less than 5 years from Closing, and will be binding for the entire period of Greene’s equity ownership in the Company. Dan Greene will receive \$1 million for entering into his Non-Compete and Non-Solicitation Agreements.

14. Equity Call Right Provisions Within two years from a cessation of Greene’s employment by Newco, whether due to retirement or involuntary termination, Newco shall have the irrevocable right, but not the obligation, to purchase Dan Greene’s equity ownership based on an equity valuation calculated as 6.75x two year average trailing twelve month adjusted EBITDA, plus cash less funded debt.

Notwithstanding the foregoing, if in event that Greene has a) violated an active provision of his non-compete or non-solicitation agreements or b) violated his fiduciary duties as an employee or shareholder (as reasonably determined in good faith by the Board of Directors), or c) violated any law applicable to Newco’s operations in his capacity as CEO, Newco shall have the irrevocable right, but not the obligation, to purchase Dan Greene’s equity ownership within two years of such determination based on an equity valuation calculated as 3.25 times two year average trailing twelve month adjusted EBITDA, plus cash less funded debt.

15. Indemnities The representations and warranties set forth in the CPA will survive the Closing Date until one year from the Closing Date (the “*Indemnification Period*”), except in the case of taxes, title, environmental and certain corporate authority representations or fraud which shall survive until the expiration of the applicable statute of limitations. Each of the Purchaser and the Seller will agree to indemnify and hold the other harmless against losses and expenses (including reasonable attorneys’ fees) resulting from any breach of any of their respective representations, warranties, covenants and agreements contained in the CPA, subject to the following limitations:

- a) Indemnity Deductible: \$187,500 (0.50% of the Consideration) for breaches of representations and warranties (other than fundamental representations and tax warranties) and non-compliance with any law applicable to Newco’s operations.
- b) Indemnity Cap: \$5,625,000 (15.0% of the Consideration) for breaches of representations and warranties (other than fundamental

representations, tax warranties, fraud, intentional misrepresentation or non-compliance with any law applicable to Newco's operations).

16. No Indemnification Holdback
For the avoidance of doubt, no indemnification holdback escrow will be required. The CPA will include standard and customary representations, warranties, and indemnification provisions. However, any claims made due to any (i) material breach of any (non-fundamental) representations or warranty or (ii) any claims made associated with any indemnification provision will be settled out of reduction of amounts owed associated with the Seller Preferred or by forfeiture of some or all of the Rolled Equity Investment.
17. Conditions to Closing
Completion of the transactions contemplated herein will be subject to several conditions, including, but not limited to, the following conditions:
 - a. Completion by Ashland of reasonable due diligence investigation, including satisfactory accounting, operational and legal reviews of the Company and its assets, liabilities and business operations;
 - b. Third party verification that Caretek is in compliance with all applicable laws (employment or otherwise) by January 11, 2016.
 - c. Negotiation and execution of mutually satisfactory definitive agreements related to the Transaction, containing representations, warranties, covenants, indemnities and other terms and conditions customary for similar transactions and specifically including, but not limited to, the following:
 - i. That the Company's historical financial statements for the years ended in the period from 2012 through Closing have been prepared consistently and in accordance with generally accepted accounting principles ("GAAP"), subject to explained and documented differences from GAAP, and fairly present, in all material respects, the financial condition and results of operations of the Company as of the respective date and for each respective period;
 - ii. That the Transaction (a) does not require the consent or approval of any governmental authority or other person or entity (except for any required board or shareholder approval), and (b) will not contravene or result in a breach, default or right of termination under any of the Company's contracts, licenses or permits;
 - iii. That the Company has no material undisclosed liabilities;
 - iv. That since December 31, 2014, the Company conducted business only in the ordinary course;
 - v. That since December 31, 2014, the Company and its affiliates have not paid any bonus, distribution or extraordinary compensation to any of the Company's officers or owners, except as otherwise disclosed to the Investors;
 - d. The absence of any material adverse change between December 31, 2014 and the Closing, in the assets, business or financial or operating condition of the Company;
 - e. Negotiation and execution of any required amendments to corporate governance documents for the Company in form and substance satisfactory to the Company and Ashland.

- f. Successful procurement of necessary debt financing as outlined in Section 3.
18. Additional Due Diligence Ashland contemplates finalizing due diligence as soon as practical, based upon the availability of the information necessary from the Company to complete the due diligence, upon execution of this Letter of Intent.
19. Timing and Milestones The timing and milestones below assume a signing of this Letter of Intent on or before October 30, 2015:
- a. Commence financial, accounting and operational due diligence: August 10, 2015
 - b. Commence legal due diligence: August 17, 2015
 - c. Initial draft of CPA and ancillary documents submitted to Seller: October 9, 2015
 - d. Select lender: October 2, 2015
 - e. Lender documents preparation and negotiations: October 15 - December 31, 2015
 - f. Signing of CPA and ancillary documents: December 15, 2015
 - g. Anticipated closing date: January 31, 2016.
20. Access to Information The Company will provide Ashland and his representatives reasonable access during normal business hours to the Company's management, books, records, financial statements and properties to enable him to complete the due diligence investigation.
21. Fees and Expenses Each party to the proposed transactions herein will pay all of their own respective legal, accounting, tax consulting and other costs incurred in pursuing and consummating the Transaction. The reasonable costs and expenses of the Investors will be reimbursed by Newco at Closing.
22. Multiple Counterparts This Letter of Intent may be executed in multiple counterparts, each of which will constitute an original and all of which together will constitute one and the same agreement. Facsimile and other electronically transmitted signatures shall be considered as the original.
23. Governing Law This Letter of Intent shall be governed by the laws of the State of Colorado. The undersigned hereby submits to the jurisdiction of the state and federal courts located in Colorado.
24. Letter of Intent Expiration This offer will expire at 5:00 p.m. Central Time on October 30, 2015 unless you execute this Letter of Intent and return it to us prior to that time. You may return it by facsimile or other electronic transmission and it may be signed in one or more counterparts.
25. Exclusive Dealings; Agreement to Operate in the Ordinary Course Upon execution of this Letter of Intent, Colorado Timberline and Greene agree that neither Colorado Timberline, Greene, Management or anyone else acting on their behalf, will offer to sell all or any portion of the equity, the assets, the business of Colorado Timberline or the Personal Goodwill of Greene to any other person or entity or solicit, negotiate or accept any agreement with any third party for the sale of all or any part of the equity, the assets, the business of Colorado Timberline or the Personal Goodwill of Greene, until the earlier

of (i) Parties failure to sign the CPA and ancillary documents on or before December 15, 2015 (ii) January 31, 2015 or (iii) Buyer proposes any revised terms for the Transaction that are materially worse in the aggregate for the Company and its shareholders than those contained in this Letter, unless such revised terms are part of a reasonable, good faith response to material adverse facts with respect to the Company identified through Buyer's due diligence review.

Effective upon execution of this Letter of Intent through the Closing, Colorado Timberline will conduct its affairs only in the ordinary course of business and shall not transfer any assets or incur any liabilities except in the ordinary course of business or materially change the terms of any agreement with a customer or supplier or materially discount any accounts receivable from customers, and to continue to pay all vendors and suppliers on a timely basis, and use its best efforts to preserve its business organization intact, to keep available the services of its key employees, to preserve its existing relationships with its customers, suppliers and others having business relationships with it and to maintain the goodwill enjoyed by it with such persons. In addition, Colorado Timberline shall not change any compensation or rate of compensation payable to any officer or owner and will not make any distributions to its owners unless disclosed to the Investors in advance.

26. Non-binding
Agreement

This Letter of Intent is intended to provide a basis for further discussions. Until definitive agreements related to the Transaction been prepared and duly authorized, executed and delivered by each of the parties, none of the provisions of a Letter of Intent shall be binding on the parties with the exception of the agreements and obligations contained in Sections 8, 9, 17, 18, and 20 through 26, which shall be binding on the parties effective upon the execution and delivery of this Letter of Intent by the parties.

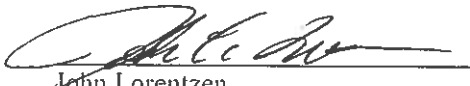
IN ADDITION, UNDER NO CIRCUMSTANCES, CAN COMPANY, ITS BOARD OF DIRECTORS OR ANY OTHER PARTY (INCLUDING MANAGEMENT OR OWNERS OF THE COMPANY) RELY ON THIS LETTER OF INTENT FOR PURPOSES OF MAKING STRATEGIC ALTERNATIVE DECISIONS FOR THE COMPANY OR FOR ANY OTHER PURPOSES.

(SIGNATURE PAGE FOLLOWS)

If the foregoing meets with your approval in principle, please so indicate by returning to us one fully executed copy of this letter.

Very truly yours,

ASHLAND CAPITAL PARTNERS, LLC

By: 
John Lorentzen
Managing Director

By: _____
James Lynch
Managing Director

By: _____
Michael Foster
Director

ACCEPTED AND AGREED TO:

Dated: _____, 2015

CARETEK, INC.

By: _____
Name: _____
Title: _____

DAN GREENE

By: _____
Name: _____

Exhibit A

Colorado Timberline
Reconciliation of Reclassified Financial Statements

NOTE 1) Cost of Goods Sold-Revised Financial Statements

- a) Direct Materials
Landed material costs are fully included in cost of goods sold and were the only original component of cost of goods sold on the originally issued financial statements. Ink, paper, and package costs were originally included in the operating section of the income statement, but have since been moved to the cost of goods sold section to more accurately reflect a GAAP basis cost of goods sold.
- b) Direct Labor Costs
Labor costs directly associated with cost of goods sold have been moved from the operating section of the income statement to cost of goods sold to more accurately reflect a GAAP basis cost of goods sold.
- c) Outbound Shipping
The outbound shipping costs of inventory were originally included as a component of landed material costs and thus cost of goods sold. Outbound shipping costs have been taken out of cost of goods sold and put into distribution expenses under the Selling Expense category to more accurately reflect a GAAP basis cost of goods sold.
- d) Research & Development Costs
Research and development costs were originally a component of landed material costs under the cost of goods sold section. Costs associated with research and development have been taken out of the cost of goods sold section and listed separately in the income statement.