

ACQUISITION LETTER OF INTENT

Michelle M. Matiski
Schaller Anderson, Incorporated

[Letterhead of Bulls-Eye]

February __, 2008

Cougar Corporation

Re: Acquisition of Assets

Dear _____:

This letter sets forth the intent of Bulls-Eye, a Delaware corporation ("Buyer"), to buy, and of Cougar Corporation, a Delaware corporation ("Seller"), to sell, all of the property and assets (the "Assets") used by Seller in the operation of its business (the "Business"). This letter sets forth the proposed terms and conditions of the acquisition.

1. Purchase Price. The purchase price for the Assets will be ____ Million Dollars (\$____,000,000) (the "Purchase Price") which Buyer will pay to Seller \$_____ in immediately available funds at the Closing (as defined below), and \$_____ by the issuance of _____ shares of the common stock of Buyer at the Closing..

2. No Financing Contingency. Buyer has adequate financial resources, debt and equity, available to it to consummate the transactions contemplated by this letter, and Buyer will provide reasonable assurances in the Purchase Agreement (as defined below) of its ability to consummate the terms of the Purchase Agreement. Buyer's obligations under the Purchase Agreement will not be subject to its ability to obtain financing.

3. Assets. The Assets to be transferred by Seller to Buyer shall include all personal property, tangible and intangible and real property owned by the Seller which is used by Seller in the operation of the Business, except for current assets such as cash, cash equivalents, prepaid items and accounts receivable, all of which will be retained by Seller. The Purchase Agreement will provide for Buyer's collection of Seller's accounts receivable for a period of one hundred twenty (120) days following the Closing, the remittance to Seller of amounts collected on the thirtieth, sixtieth, ninetieth and one hundred twentieth days following the Closing, and Seller's right to collect its receivables thereafter. Buyer shall use reasonable efforts to collect Seller's accounts receivable in the normal and ordinary course of business and will apply all amounts collected to the debtor's oldest accounts receivable first.

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4. Assumed Liabilities; Liens and Encumbrances. At the Closing, Buyer shall assume all contracts, leases, and other liabilities of the Business that are not past-due as of the Closing Date. Buyer shall employ all of the employees of the Business after the Closing, shall assume all of Seller's obligations for vacation and personal days and the employees' past service for purposes of any future severance, and shall institute a medical plan for the employees that accepts all preexisting conditions and a 401(k) plan to which Seller can make a plan-to-plan transfer. As of the Closing Date, the Assets shall be free and clear of all liens and encumbrances, except as expressly agreed by Buyer in the Purchase Agreement.

5. Covenant Not To Compete. At the Closing, Buyer and Seller shall enter into an agreement not to compete, pursuant to which Seller shall agree not to compete with Buyer in the _____ business in any of the metropolitan areas in which the Business is located (the "Territory") for a period of five (5) years following the Closing Date. As full consideration for Seller's execution and delivery of the agreement not to compete, Buyer shall pay Seller the sum of ____ Million Dollars (\$__,000,000) in immediately available funds at the Closing.

6 Broker's Commission. Buyer and Seller acknowledge that a broker's commission will be payable to _____, Inc. (the "Broker") at the Closing. Seller shall pay that commission directly to the Broker, and shall indemnify, defend and hold Buyer harmless from and against the commission. The parties represent and warrant to one another that, except for the commission to the Broker, no fees or commissions are or will be due and payable to any broker or finder as a result of the transactions contemplated by this letter, and each agrees to indemnify, defend and hold the other harmless from and against any and all costs, claims, expenses, damages and other liabilities arising out of or in connection with the claim by any person claiming a broker's or finder's fee through Buyer or Seller, respectively.

7. Closing and Closing Date. The closing of the Purchase Agreement ("Closing") will take place at the offices of _____ P.A., _____, _____, on or before _____ (the "Closing Date"). Each party will pay its fees and expenses and those of its agents, counsel, investment advisors, whether or not the transaction is consummated subject to the terms of the Purchase Agreement.

8. Purchase Agreement; Earnest Money Deposit. Buyer and Seller shall make every reasonable effort to agree on and have prepared as quickly as possible a contract (the "Purchase Agreement"), embodying the terms and conditions set forth in this letter and containing warranties, representations and conditions customary in acquisitions of this type and such other terms and conditions as the parties shall agree and shall provide for the delivery at the Closing of the usual and customary documents which would be delivered in an acquisition of this type including legal opinions, assignment and assumption agreements, approvals, consents, estoppel letters and bills of sale. In addition, the Buyer will deposit with an escrow agent mutually acceptable to Buyer and

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Seller an earnest money deposit (the "Earnest Money Deposit") equal to ____ Million Dollars (\$____,000,000) when the Purchase Agreement is executed. The Earnest Money Deposit will be payable to Seller at the Closing, and will be paid to Seller as liquidated damages if the transaction fails to close, unless the failure to close is on account of Seller's inability or deliberate failure to close.

9. Employment, Consulting and Non-Competition Agreements. As a condition of Buyer's willingness to close the purchase of the Business, Buyer requires assurance of the continued involvement of _____ and _____ with the Business. As a result, at the Closing, Buyer will enter into an employment agreement with _____ on terms and conditions reasonably acceptable to Buyer and _____, for _____'s employment by Buyer for a period of three (3) years following the Closing at his current annual salary of _____ Thousand Dollars (\$____,000), and a consulting and non-competition agreement with _____, on terms and conditions reasonably acceptable to Buyer and _____, for _____'s provision of consulting services to Buyer for a period of five (5) years following the Closing, and his agreement not to compete with Buyer in the telecommunications business in the Territory for a period of five (5) years following the Closing for an annual payment of _____ Thousand Dollars (\$____,000). The terms of both agreements shall be agreed upon by Buyer and _____ and _____ prior to the execution of the Purchase Agreement.

10. Due Diligence; Exclusive Dealing. Pending the preparation of the Purchase Agreement, Seller will permit Buyer, its representatives, accountants, employees and counsel to examine the Business, the Business' contracts, and the Business' finances, and interview key officers and employees of Seller, it being understood that Buyer shall maintain the confidentiality of all information received and shall not provide such information to any third parties, other than to Buyer's investors, financiers, shareholders, counsel and accountants, and that Buyer will promptly return to Seller all information (including all copies made by Buyer) delivered by Seller to Buyer if the parties do not enter into a Purchase Agreement. Seller agrees that it shall not, between the date of this letter and the date that the Purchase Agreement is executed, directly or indirectly, attempt to sell, offer to sell, advertise for sale, entertain offers for sale, or take any steps to sell the Business.

11. Good Faith; Termination. Each of the parties agrees to proceed in good faith to negotiate, execute and deliver the Purchase Agreement (and to complete due diligence) within thirty (30) days of Seller's acceptance of this letter and to consummate the transactions contemplated by this letter. If the parties have not executed and delivered the Purchase Agreement within the thirty (30)-day period, either party may terminate this letter of intent by written notice to the other party, and neither Buyer nor Seller shall have any further rights against or obligations to the other arising out of the transactions contemplated by this letter, except that the first sentence of paragraph 10 and the second sentence of paragraph 15 shall continue in full force and effect following termination.