

SB517

Meal Prep Studio, Work Pt-Time, 70k+ Profit, Owner Moving

Location: Tri-Valley

ESTABLISHED meal assembly business is profitable, turn-key and still going strong! This **Independent** (non-franchise) store allows clients to choose from a variety of "culinary" menus, come into the facility to assemble nutritious great tasting meals from fresh ingredients that they then take home to either freeze or bake. Customers love the delicious dinners, fun atmosphere and true cost savings! Growth over 3 years serves as testimonial to the valuable service this provides for busy families and the community.



Highlights include an automated website, well designed & spacious facility, private function room, catering kitchen and large database of loyal clients with strong repeat sales. Dedicated employees run the daily operations, allowing current owner to work 5-10 hours per week.

After dedicating 4 years to building a solid foundation based on quality and service, the owner now has the opportunity to relocate overseas with her family. Thus, she is seeking new management. Business could be grown through catering, corporate functions & private parties or selling complementary items. **Owner will train and finance up to 70% of purchase price for qualified buyer.** After debt & expenses, average cash flow would still be \$2500+ per month. If you have food or service experience, check out unique ownership opportunity!

| PRICE | | LEASE | |
|---------------------|--------------------------------|----------------------|--|
| Asking | \$120,000 or Best Offer | Base Rent | \$2990/mo |
| FFE Included | \$50,000 | NNN | included |
| Inventory Included | \$3,000 | Lease | Expires 2012 w/ options |
| Training Included | 40 hours over 4-6 weeks | Security Deposit | \$4533 |
| OPERATION | | TERMS | |
| Employees | 10-12 Part-time | Note | Seller will carry up to 70% note for qualified buyer |
| Working Owner | Part- Time (ave 20 hrs/wk) | Term/Interest | 3 years |
| Payroll- Monthly | \$4,100/mo | Covenant | 5 years, 20 miles |
| Hours of Operation | Flexible, Part-time | Reason for Selling | Relocation Overseas |
| FINANCIALS | | FACILITIES | |
| Gross Sales- Annual | \$400,000 * | Size | 2400 |
| Gross Profit % | 57% * | Type | Strip Mall |
| SDE per Year | \$72,000 * | Parking | Ample (large parking lot) |
| *SDE = | Sellers Discretionary Earnings | Business Established | 2005 |

* Based on 3 yr weighted ave.

CONTACT YOUR BROKER FOR FURTHER INFORMATION

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This information was prepared to inform prospective purchasers about The Company. The information contained here as provided by The Company and should be treated as Confidential by the recipient. Sunbelt Greater Bay Area, acting as exclusive agent for The Company in this transaction, makes no express or implied representation of warranty with respect to the accuracy or completeness of the information. Each prospective purchaser is responsible for the performance and expense of a due diligence review of The Company. Further detailed information is available to qualified buyers subject to execution of the attached Non-Disclosure Agreement, Disclosure Regarding Agency Relationship, and Personal Profile.



Confidentiality/Non-Disclosure Agreement

The undersigned prospective purchaser ("Buyer") hereby requests confidential information, currently and from this time forward, on businesses represented by Sunbelt, Greater Bay Area ("Sunbelt"). Buyer hereby acknowledges that Sunbelt first provided such information to the Buyer. In consideration of Sunbelt having provided such information, the Buyer hereby agrees:

1. Any information Sunbelt provides about a business was obtained from the business owner, and Sunbelt makes no representations or warranties as to its accuracy or completeness. Buyer is solely responsible for investigating all aspects of the business and obtaining any legal, tax or other counsel Buyer deems necessary, prior to purchasing the business.
2. Any information Buyer is given about a business, including its availability for acquisition, shall be treated as confidential and proprietary. Buyer shall not disclose, without prior written permission, any such information to any third party except Buyer's representatives/affiliates engaged in evaluating the information, and shall obtain the agreement of such third parties to maintain confidentiality. If Buyer decides not to purchase the business, Buyer shall promptly notify Sunbelt of this fact and shall promptly return all documentation without retaining copies, summaries, analyses or extracts. Any unauthorized disclosure shall constitute a material breach of Buyer's duty to the Seller and Sunbelt and could result in their seeking recourse against the Buyer. Buyer shall indemnify, defend and hold Sunbelt harmless from any liability resulting from such unauthorized disclosure.
3. The Seller of each business about which a Buyer shall be given information by Sunbelt has entered into an agreement providing that Seller shall pay a fee to Sunbelt if, during the term of that agreement or within twenty four months thereafter, the business is transferred to a Buyer introduced by Sunbelt. Should Buyer, Buyer Family Member or anyone with whom Buyer is connected acquire any interest in or become affiliated in any capacity with such a business, Buyer shall protect Sunbelt's right to a fee from the Seller.
4. Buyer shall conduct all inquiries into and discussion with any business about which Sunbelt provides information solely through Sunbelt, and shall not directly contact the owner, employees or other representatives of the business except by prior arrangement with Sunbelt.
5. If Buyer breaches the terms of this Agreement or in any way interferes with Sunbelt's right to a fee, Buyer shall be liable for such fee and any other damages, including reasonable attorney's fees. Any controversy or claim arising out of or relating to this Agreement or its breach shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association by one or more arbitrators appointed in accordance with those rules. Any arbitrator so selected need not be a member of the American Arbitration Association.
6. Sunbelt may act as a dual agent representing both Buyer and Seller. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a) a fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer, b) diligent exercise of reasonable skill and care in performance of the agent's duties, c) a duty of honest and fair dealing and good faith and d) a duty to disclose all facts known to the agent materially affecting the value or desirability of the business that are not known to, or within the diligent attention and observation of, the parties.
7. Buyer Acknowledges receiving a copy of this Agreement.
8. The undersigned executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so.

Business of interest: SB517 - Meal Prep Studio- Tri-Valley

Name: _____

Signature: _____ Date: _____

Address: _____ City: _____ State: _____ Zip: _____ Phone: _____

Fax: _____ Cell: _____ email: _____

Disclosure Regarding Agency Relationship



When you enter into a discussion regarding a business opportunity transaction, you should from the outset understand what type of agency relationship or representation you have with a Business Broker.

AGENT REPRESENTING BOTH SELLER AND BUYER

A Business Broker, a California licensed Real Estate Salesperson or Real Estate Broker, can legally be the agent of both the Seller and the Buyer in a transaction (dual agency) and is hereby notifying you that this is the situation in most of his/her transactions.

In a dual agency situation, the Business Broker has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with both the Seller and the Buyer.
- (b) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (c) A duty of honest and fair dealing and good faith.
- (d) A duty to disclose all facts known to the agent materially affecting the value or desirability of the business that are not known to, or within the diligent attention and observation of, the parties.
- (e) A duty to disclose all facts known to the agent materially affecting the desirability of the Buyer - financial history, creditworthiness and background of the Buyer that are not known to, or within the diligent attention and observation of, the parties.

A Business Broker is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the asking price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a business opportunity transaction do not relieve a Seller or Buyer from the responsibility to protect his/her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A business broker is a person qualified to advise about buying and/or selling business opportunities. If legal or tax advice is desired, consult a competent professional.

Throughout your business opportunity transaction you may receive more than one disclosure form, depending upon the number of Business Brokers assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form.

Unless the potential buyer discloses to Sunbelt at this time that they are currently represented by a broker, the potential buyer acknowledges that they are not represented by another broker and that Sunbelt will be acting as a dual agent. Buyer retains the right to their own representation; however, by signing, they recognize that Sunbelt is not under compulsion or responsible to co-broke, once signed.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.

| | | | |
|-----------------|--------------------|------|-------|
| BUYER/SELLER | _____ | Date | _____ |
| BUYER/SELLER | _____ | Date | _____ |
| BUSINESS BROKER | <u>Amy S. Cole</u> | Date | _____ |

Sunbelt • Business Sales & Acquisitions

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BUYER PROFILE FOR: _____ Email: _____
Please Print Name

Home Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____

Fax: _____ Cell Phone: _____

How did you hear about us? _____ If Internet, which website? _____

We provide each seller the following confidential facts about you prior to releasing any information about their business.

BACKGROUND INFORMATION:

Are you currently employed? _____ If so, in what industry and what position? _____

Please give a brief description of your responsibilities: (Plan to prepare and submit a formal Resume for consideration.)

Please list the industries in which you've worked and the positions you've held:

Does your spouse work? _____ Full time? _____ Industry and position? _____

Do you own or have you ever owned your own business? _____ If Yes, what type? _____

Education: High School College / Degree _____ Post-College / Degree _____

Other Special Education or Training _____

Why are you looking for a business opportunity? _____

What is your timeframe to purchase? Immediate No hurry How long have you been looking? _____

Would you work in the business Full-time Part-Time

Place a check mark beside each business category that interests you:

- Manufacturing
- Distribution
- Computer/Hi Technology/Sciences
- Absentee Ownership
- Turnaround Situations
- New or Existing Successful Franchises
- Any Business which receives cash payments
- Any Business that can be relocated
- Retail
- Services: postal, copy centers, tax prep etc.
- Restaurant /Fast Food
- Gas Stations/Mini Marts/Car Washes
- Dry Cleaning
- Home Based Business

List 3 things that are important to you about any business you might consider buying:

1. _____
2. _____
3. _____

Geographic Location Desire: _____

How far from your home are you willing to drive one way to the business you will buy? _____

If you reside outside California and have inquired about a California based business, what are your relocation plans and timeframe? _____

Additional information that you think may help us locate a desirable business opportunity for you:



FINANCIAL INFORMATION: _____ (Please attach prepared financial statement, if available)
(Last Name)

What is your current annual income? \$ _____
What are your income expectations the first year of owning your own business? \$ _____
Have you ever filed bankruptcy? _____ Had a foreclosure? _____ Had a judgment filed against you? _____
Is there any reason you might be declined a loan for a business acquisition? _____
Will anyone advise you in the review of business records and the decision to purchase any business? _____
What is the down payment amount and the source of funds that you **are prepared to substantiate** at the time
of making an offer? \$ _____ Source: _____
Do you have a financial partner or any other personal source of investment capital? Yes No
If Yes, please explain: _____
Do you have additional income sources? Yes No
If Yes, please explain: _____

NET WORTH:

ASSETS

Cash in checking accounts \$ _____
Cash in savings accounts \$ _____
Stocks and bonds \$ _____
IRA's, retirement plans, 401K's \$ _____
Cash surrender of life insurance \$ _____
Real Estate, home \$ _____
Real Estate, other \$ _____
Automobile(s) \$ _____
Your own business \$ _____
Appraised collectibles \$ _____
Money due you \$ _____
Other assets (describe): \$ _____

LIABILITIES

Notes payable to banks \$ _____
Notes payable to finance co's \$ _____
Real estate indebtedness \$ _____
Automobile(s) indebtedness \$ _____
Owing on life insurance \$ _____
Charge accounts \$ _____
Credit Cards \$ _____
Taxes payable \$ _____
Other liabilities (describe): \$ _____

Total: \$ _____ Total: \$ _____

NET WORTH (total assets minus total liabilities): \$ _____

TOTAL INVESTMENT \$ _____

I certify that the above information is true and correct and acknowledge receipt of a copy of this profile.

Signature

Date