

Gourmet Chocolate Factory

This profitable business manufactures and sells nationally recognized gourmet caramel apples, chocolates, toffees and chocolate-coated California dried fruits and fresh nuts. This seasoned business was established 1993 and despite the recent slowdown in the economy and an owner approaching retirement, the company posted growth in revenues and profits for 2008 and continues to show growth into 2009.

The company has established a national presence in a niche market producing a range of tastefully packaged gourmet quality confections including a trademarked brand of packaged chocolate coated dried fruit. Sales are diversified in both the consumer direct and wholesale channels. Direct sales are conducted at a series of large fairs, festivals and consumer shows throughout California and the Southwest. Consumers can also purchase products direct via e-commerce on the web and an outlet store at the factory retails products to local customers. Payment is collected at the point-of-purchase on all direct sales. A custom pre-paid ordering program designed to assist non-profit groups with fundraising provides significant wholesale revenues. Sales on account to small independent retailers and pre-paid private label sales round out the wholesale mix. There is plenty of room to grow market share in all existing channels as well as opportunity to open new sales channels.

The facility is located in the coastal region of Central California and has the capacity for increased production. Facility and payroll cost are relatively low and the well-trained staff efficiently conducts sales, customer service, product design, production, packaging and shipping. The Owner is ready to retire and will train Buyer in all aspects of the business to insure a smooth transition. This is an excellent opportunity to acquire and grow an established brand.

PRICE		LEASE	
Asking	\$ 395,000	Base Rent	\$ 650 / month
Down Payment	\$ Negotiable	NNN	None
Inventory Included	\$ 139,000	Expiration	Month-to-Month
Other Debt	\$ none	Option	Negotiable
Training Included	4 weeks @ 40 hours each	Security Deposit	None
OPERATION		TERMS	
Employees	10 full time, 4 part time	Note	Seller financing available
Working Owners	1 full time	Terms	Negotiable
Average Payroll/Month	\$ 18,500 (excluding owner)	Interest	Negotiable
Hours	M-F 8am – 5pm / Sat 10am – 5pm	Payment	Negotiable
Business Established	1993	Covenant	Non-compete
FINANCIAL 2008		FACILITIES	
Gross Sales per Year	\$ 830,000	Size in sqft	3500 square feet
Gross Profit %	% 34.5	Type	Free standing
SDE per Year	\$ 130,000	Parking	On site
*SDE =	<i>Sellers Discretionary Earnings</i>	Business Owned Since	1993

For further information, please contact:

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www.sunbeltbayarea.net

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 Business Advisors (“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: Gourmet Chocolate Factory – SB558

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 IS 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 this transaction.

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 _____ Date _____

Sunbelt • Business Sales & Acquisitions

2001 Gateway Place, Suite 230E • San Jose, California 95110 • 408-436-1900 • www.sunbeltbayarea.net

Buyer Profile



BUYER PROFILE FOR: _____ Please Print Name **Email:** _____

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:

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

Buyer Financial Information



FINANCIAL INFORMATION: _____ (Please attach prepared financial statement, if available)
(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): \$ _____

Total: \$ _____

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: \$ _____

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