

9130 Galleria Court • Naples, Florida 34109 Phone (239) 250-3133 FAX 1-(866) 848-5898 www.SAGEFLA.com

BUSINESS for SALE	BREAKFAST & LUNCH BARGAIN in NAPLES, FL FCBBA#: 9400728			SOLD			
DESCRIPTION :	Great little diner serving breakfas SALE. Open 32.5 hr/wk, Mon-F -captive customer base in busines slow-cooked foods. CASH busine opened summer 2008, but Owner delivery person. Seats 20 inside. faxes per day for daily specials. H catering. Brand new air condition comfort. Plenty of parking. Perfect by e-mail.	ri. Closed by 2:30PM ss/industrial park. No ess. Grossing \$700/da rs have to leave to run Customers can order a High capacity kitchen- her keeps both dining p	Eat-in, Take weekends! Si y. Completed their other bu head by phor -new owner c room and foo	-out. Fantastic location- mple menu of delicious ly renovatedJust usiness. 2 cooks + ne or fax. Sends out 240 could easily add d prep area in cool			
FINANCIAL:	12-month Revenues \$207,900 Owner's Benefit: \$41,378	PROJECTION		ASSET SALE Figures are for reference / projections			
	Inventory: \$2,000 Furniture & Equipment \$38,050 Leasehold: \$35,000 Total Assets: \$75,050	<< included << included << included	d in price	purposes only.			
GENERAL:	L Down Owner-Financed # Months F Inter	ist Price: \$75,000 Payment: \$75,000 d Portion: N/A Financed: N/A est Rate: N/A Payment: N/A					
٢	Squ Premises for Sale or L Fot Monthly Rent (w/ RE Taxes, C/	AM, etc.): \$1,300	-	ing building < includes 8x5 storage unit			
CONTACT:		Expires: 5/1/2013 Options: negotiable 250-3133	Dick@SAG	EFLA.com			

IF YOU WOULD LIKE TO RECEIVE MORE DETAILS OR A PROSPECTUS ON THIS BUSINESS INCLUDING FINANCIAL DATA, PHOTOS, etc. BY RETURN E-MAIL—

Please fill-in the Confidentiality Agreement (next page) :

- 1 <u>Print</u> name(s) of Prospect(s)
- 2 Signature(s)
- (3) Date signed
- **(4)** Telephone number (cell phone if preferred)
- (5) Street Address, City, State, Zip
- (6) E-mail address (important)
- FAX back to: 1-(866) 848-5898

(no cover sheet necessary)

Dick Naedel, Business Broker



BUSINESS BROKERAGE



FLORIDA BUSINESS BROKERS ASSOCIATION STANDARD CONFIDENTIALITY / DISCLOSURE STATEMENT TRANSACTION BROKER

(print name)

1-(866) 848-5898

_and/or assigns, herein known as PROSPECT,

acknowledges and agrees that PROSPECT approached Dick Naedel of SAGE Commercial Properties & Business Brokerage, Inc., 9130 Galleria Court, Naples, FL 34109, a TRANSACTION BROKER (BROKER), and that BROKER was the first to advise PROSPECT of the availability of and details concerning the following business opportunities and real properties: **BUSINESS TYPE**

LISTING # 9400728

TO:

FAX:

Restaurant

BUSINESS DESCRIPTION

Breakfast & Lunch in Naples FL

PROSPECT understands and agrees that all dealings concerning said business opportunity will be handled through BROKER and that BROKER HAS ENTERED INTO AN AGREEMENT FOR PAYMENT OF A COMMISSION WITH THE SELLER. PROSPECT further agrees that information received with respect to the above-mentioned opportunity will be kept in strict confidence, will not be used to compete with the SELLER and that PROSPECT shall not disclose this information to any person, excluding those parties specifically involved in the transaction itself and the PROSPECT'S sole purpose in seeking information about the business is to purchase a business. In the event that PROSPECT violates this confidentiality covenant or any other covenant herein with respect to SELLER, then BROKER, Listing BROKER and SELLER shall be entitled to all remedies provided by law, including but not limited to injunctive relief and damages. The same remedies shall be afforded and available to the BROKER in the event that the PROSPECT and/or the SELLER circumvent the BROKER. BROKER shall be deemed to include all and any other BROKERS with whom BROKER is co-operating.

All data on business opportunities are provided for information purposes only. No representation is made by BROKER as to the accuracy of the data provided. BROKER encourages PROSPECT to thoroughly review and independently verify to PROSPECT'S own satisfaction that the data provided are substantially representative of the business activity of the SELLER and can be relied upon when considering the purchase of said business opportunity of SELLER. PROSPECT acknowledges that PROSPECT has been advised to seek the independent counsel of an attorney and/or an accountant to verify the information supplied to BROKER by SELLER and to examine any and all applicable documentation relevant to the transaction.

In the event that PROSPECT discloses the availability of said designated business opportunity of SELLER to any third party and this third party purchases the business without the BROKER, then PROSPECT, in addition to the remedies specified herein above, will also be responsible for the payment of BROKER'S compensation which would have been payable on the listed selling price or minimum compensation, whichever is greater.

PROSPECT agrees that he will not within two years from this date deal directly or indirectly with the SELLER without the BROKER'S written consent and should the PROSPECT do so directly or indirectly and a sale, management agreement, lease or other financial arrangement, including leasing the SELLER'S premises from the SELLER or Landlord is consummated, the PROSPECT shall be liable for all and any damages which the BROKER may suffer, including but not limited to the compensation which would have been payable on the listed selling price or minimum compensation, whichever is greater and PROSPECT further agrees in terms of Section 475.42(1)(j) of the Florida Statutes, the BROKER at BUYER'S expense shall have the right to place any appropriate lien and encumbrance on the business and real estate or both, necessary to collect any compensation and this shall be the necessary authorization and consent as is required by the Statute. BUYER further grants BROKER a security interest under the FLORIDA UNIFORM COMMERCIAL CODE in and to all furniture, fixtures, inventory, accounts receivable and general tangibles of the BUSINESS as security for such commissions due in the future arising out of any options which a BUYER may subsequently exercise and authorizes BROKER to file this Agreement as a financing statement to perfect such security interest. For the purpose hereof the prospect shall include any corporation, which the BUYER may use to purchase the said business.

This Contract shall be governed by the laws of the State of Florida and the parties and the Broker specifically agree as a matter of substance and express their intention to submit any controversy or claim arising out of or relating to this contract, or the breach thereof, to resolution by taking any controversy or claim to a Court of Competent Jurisdiction and to file a suit at law and/or in equity. The parties agree that jurisdiction and venue with venue for the entry of judgment upon said judgment shall be in Collier County, Florida. The court is directed to award the expenses of the lawsuit, all reasonable attorney's fees and costs, to the prevailing party in the lawsuit. No action shall be entertained if filed more than two years subsequent to the date the cause (s) of action actually occurred regardless of whether damages were otherwise as of said time calculable. The Broker shall be entitled to all information and copies of all documents relating to the lawsuit from the parties. In any event the Broker shall be entitled to a copy of all filings, pleadings and rulings within 5 days after such papers are issued.

The SELLER is the intended beneficiary of all covenants of Prospect, which benefit the SELLER, including without limitation, the covenants concerning the use of information disclosed to Prospect, and may bring an appropriate action to enforce such covenants. The Prospect acknowledges receiving a copy of this document. An electronic transmission of this document and any signatures shall be considered for all purposes as originals.

(2)	(3)					
PROSPECT (1) [Signature]		DATE	PROSPECT (1)	[Signature]		DATE
4						
TELEPHONE NUMBER			TELEPHONE NU	JMBER		
5						
STREET			STREET			
CITY	STATE	ZIP	CITY		STATE	ZIP
6						
E-MAIL			E-MAIL			

Broker: SAGE Commercial Properties & Business Brokerage, Inc. ● 9130 Galleria Court ● Naples, FL 34109 Phone: (239) 250-3133 **FAX**: 1-(866) 848-5898 Agent Sending: Dick Naedel