



MegaBite Restaurant Brokers, LLC

Restaurant & Food Service Business Sales, Valuations, Purchases

2000 E. Lamar Blvd, Ste 600, Arlington, Texas 76006 • Off: (817) 467-2161

Fax: 1-(877) 467-2161 • Jeff@MegaBite-RB.com • www.MegaBite-RB.com

Dear Prospective Purchaser,

Thank you for sharing your interest in acquiring a business. Confidentiality and discretion are of the utmost importance to our firm. Potential buyers are required to demonstrate sincerity and financial capability to complete the transaction.

Enclosed are a confidential buyer profile, financial statement and non-disclosure agreement on several restaurants. **PLEASE SELECT BUSINESSES on the non-disclosure agreement by initialing beside each choice.** This information will be used to define your criteria for acquisition. Please feel free to list any additional criteria that are important to your acquisition. All information will be kept confidential. Please complete and scan/email to jeff@megabite-rb.com or fax all pages back to 1-877-467-2161. Our fax machine location is private, confidential and secure.

Upon receipt of the documents, we will email you a business profile including the name/address of the business. We encourage you to confidentially and discreetly visit as a customer and sample the service and the environment. In accordance with the confidentiality agreement, please remember that you must visit as a customer, only. **You are not permitted to engage the employees, customers, owners, or others in any discussion regarding the business being for sale or the transaction itself.** All questions should be addressed directly to Jeff Adam at Megabite Restaurant Brokers, jeff@megabite-rb.com.

Following your visit, please inform me via email or phone regarding your level of interest in the business. We will then provide you with more detailed information for your review and will be happy to arrange a meeting with the owner. We look forward to working with you.

Ps Would you mind replying to confirm receipt of this email?

Sincerely,

MegaBite Restaurant Brokers, LLC

Jeff W. Adam, PE, MCBC, CBB, FRC
President

*Alliance of Independent Brokers • National Affiliate: Business Brokers Network
Institute of Certified Business Counselors • International Business Brokers Association*



MegaBite Restaurant Brokers, LLC

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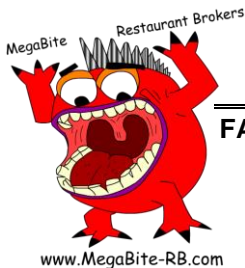
Restaurants, Bars & Nightclubs for Sale

Location	Concept	LIQUOR	SEATS	SF.	RENT	SALES	CFO	PRICE	MB #	COMMENTS
Addison, Dallas, TX	Indian Full Service or Conversion	Mixed Beverage	110	3,967	\$6,281	\$468,623	\$75,000	\$149,000	19757	Established Indian restaurant. Well-equipped. Fronts onto busy Addison and Dallas major collector. Drive thru, end cap. Long term lease with options. Growing, excellent reputation. Nominated 'Best in Class' in major publications in Dallas, Great reviews from top food editors/critics.
Amarillo, TX	Full-service	Mixed Beverage			\$14,680	\$6,000,000	\$700,000	\$2,850,000	19739	Well-established, co-branded multi-unit, multi-concept full service restaurants. Excellent books & Records. Scalable to additional units and other cities.
Fort Worth Area, TX	Family BBQ Restaurant Bar	Mixed Beverage	320 + 150	8,000	\$18,500	\$3,125,000	\$320,000	\$1,100,000	19750	High Volume family BBQ restaurant with catering and patio. Owner works 15-25 hrs/wk. Long-term lease plus options. Significant opportunities to grow sales and profits. Well-rated.
Fort Worth, TX	Specialty Cakes Desserts Bakery or Conversion	None	40+	2,800	\$3,889	\$300,000	\$50,000	\$80,000	19813	Well-established niche specialty bakery - cakes, desserts. Needs hands-on owner. Great reputation. Many growth opportunities. Located in affluent, high traffic area. Full bakery can be converted to other concepts.
Lewisville, TX	Well-established Bar	Late Night		3,400	\$6,400	\$550,000	\$120,000	\$175,000	19806	Neighborhood bar with patio. Good books and records. Cash vending opportunities. Long-term lease plus options. Well-rated. Seller-financing option
Rockwall, TX	Italian	Mixed Beverage		3,500	\$7,000	\$3,500,000	\$955,000	\$2,800,000	19812	Highly profitable Italian restaurant. Excellent books and records. SBA Prequalified. Long-term lease plus options. Seller-financing, staff, many growth opportunities

Megabite Restaurant Brokers, LLC, offers, for your consideration, information regarding the sale of a select group of restaurants, bars and nightclubs in the Dallas-Fort Worth Metroplex. Showings can be arranged to accommodate your schedule and additional information, including financial statements, tax returns and a copy of the lease, will be provided upon request to qualified buyers. **Annual sales and cash flow figures are based upon most recent activity and are estimated by the seller and, therefore, NOT exact.** Rents may vary, depending upon lease negotiations. **Seller-financing is available on many of these businesses. INFO SUBJECT TO CHANGE.**

For Further Information: Jeff Adam (817) 467-2161 jeff@megabite-rb.com

Information is provided by the business owners and, therefore, not exact. No representation is made as to the accuracy of any information provided. Offering is subject to prior sale, lease, or withdrawal without notice or change in prices and conditions.



MegaBite Restaurant Brokers, LLC

Buyer's Personal Profile & Criteria for Acquisition

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Name: _____	Date: _____
Business: _____	Title: _____
Address: _____	
City: _____	State: _____ Zip: _____ Email: _____
Telephone: HOME () _____ OFF () _____ FAX () _____	
CELL () _____ Present Occupation or Business: _____	

How did you learn of our company? CIRCLE ONE: Letter ___ Postcard ___ Email ___

Referral by: _____ Internet _____ Other _____
(Name/Phone #) (web site)

FOOD & BEVERAGE PREFERENCE: (eg Fast Food, Casual, Sports Bar, Liquor License, Franchise, Pizza, Fine Dining, Italian, Asian, Sushi, Deli,)

a) _____	b) _____	c) _____
d) _____	e) _____	f) _____

LOCATION PREFERENCE: (eg cities, region, county, state, ...)

g) _____	h) _____	i) _____
j) _____	k) _____	l) _____

1. Have you managed (Yes ___ No___) or owned (Yes ___ No___) a food-related business? Do you currently work at or own a food-related business? (Yes ___ No ___) What are the Business Name(s): _____
2. Describe your Food/Beverage employment or ownership experience: _____

3. Minimum annual income required?: _____ Do you require immediate income?: _____
4. How much cash is available for down payment?: \$ _____ Source: _____
5. If you require financing, what are your sources?: _____

6. Do you have good credit? (Yes ___ No ___) Credit Score (if known) _____
7. Please attach your Resume if available: _____
8. When do you want to take possession?: _____
9. Are you a US Citizen (Yes ___ No ___) or US Permanent Resident (Yes ___ No ___) If not, please explain _____
10. Who, besides yourself, will be involved in the decision?: _____

11. What businesses have you investigated?: _____

OTHER REMARKS: _____

The undersigned certifies that this information was provided by him/her and is true and correct.
 Date: _____ Signature: _____



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Personal Financial Statement – Strictly Confidential

Name: _____
 Street Address: _____
 City: _____ State: _____ Zip: _____ Email: _____
 Telephone: HOME () _____ OFF () _____

Cash on Hand in Banks	\$
US Government Securities or Bank CD's	\$
Accounts, Loans and Notes Receivable	\$
Other Stocks and Bonds	\$
Retirement – IRA, 401k, other	\$
Value of Businesses Owned	\$
Real Estate – Personal Residence	\$
Real Estate – Investment Property	\$
Automobiles – Number ()	\$
Household Furnishings and Personal Effects	\$
Other - list	\$
TOTAL ASSETS	\$

Notes Payable	\$
Real Estate Mortgage – Personal Residence	\$
Real Estate Mortgage – Investment Property	\$
Other Liabilities -- list	\$
	\$
	\$
TOTAL LIABILITIES	\$

NET WORTH	\$
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Source of Annual Income

Salary – Self	\$
Salary - Spouse	\$
Bonus and Commissions	\$
Real Estate Net Income	\$
Other Income - list	\$
TOTAL ANNUAL INCOME	\$

The undersigned certifies that this information was provided by him/her and is true and correct.

Date: _____ Signature: _____

STANDARD BUYER'S CONFIDENTIALITY AND WARRANTY AGREEMENT

The Business(es) that are the subject of this Standard Buyer's Confidentiality and Warrant Agreement (the "Agreement") are as indicated by the **Buyer's Initials in front of the following Businesses:**

1. _____ Addison - Dallas, TX – Indian Full Service or Conversion Opportunity 19757, \$149,000 CASH
2. _____ Amarillo Co-branded, Multi-concept, Multi-unit Full-service Restaurants, Sales \$6M 19739, \$2,850,000
3. _____ Fort Worth Area, TX – Hi-Volume Family BBQ Catering Restaurant Bar 19750, \$1,100,000
4. _____ Fort Worth, TX – Specialty Cakes Desserts Bakery or Convert 19813 \$80,000, Seller Financing
5. _____ Lewisville, TX – Well-established Bar 19806 \$175k CASH or \$270k: \$90k down + Seller Financing
6. _____ Rockwall, TX - High volume-profit Italian Restaurant, 19812, \$2,800,000
7. _____

In order to induce Megabyte Restaurant Brokers, LLC and/or Adam Noble Group, LLC ("Broker") as the agent of a seller(s) to furnish information about the "Business" described above so that the undersigned Buyer may determine if Buyer is interested in considering purchasing the Business upon such terms as may be negotiated, Buyer agrees, represents and warrants to Broker and to Seller as follows (as used herein, "Buyer" shall mean the undersigned individually, and as a member of a partnership, an agent, owner, officer, manager, or director of an entity, or as agent, consultant or advisor or any similar capacity for or to any business entity or affiliate of Buyer).

1. Buyer acknowledges and understands that Broker is the agent of the Seller(s) of the Business(es) described above and that Broker's duties, loyalties and faithfulness are owed to the Seller, and Broker must inform the Seller of all important information Broker knows which might affect Seller's decisions concerning the sale of the Business.
2. Buyer represents and warrants to Broker that the information furnished by Broker Group to Buyer has not been made available to Buyer by any other person or legal entity. As used herein, "Broker Group" shall mean Broker and its agents, employees, officers, directors, owners, co-brokers, representatives, independent contractors and affiliates. Buyer acknowledges that all information is being furnished only upon the terms described herein based upon Buyer's representations and warranties herein. Buyer further acknowledges and warrants that all information furnished will not be disclosed to any other person, except Buyer's accountant, lawyer and consultants who may be furnished such information solely for the purpose of advising Buyer as to the structure of any proposed purchase of the Business and Buyer accepts full responsibility for assuring full compliance with all provisions of this Agreement by any third party to which Buyer discloses any such information and for any harm to the Seller or to Broker from any breach of this Agreement. Buyer hereby releases, indemnifies and holds harmless Broker Group and Seller from any and all claims or actions arising from Buyer's acts or failures to act in pursuing the possible purchase of the Business, including, without limitation, reasonable attorney's fees and other expenses incurred by any of them.
3. Buyer represents that Buyer has sufficient financial resources to purchase this Business upon the terms and conditions set forth herein. Buyer agrees to provide, upon request by Broker or Seller, financial statements, references or other information evidencing such financial capacity.
4. Buyer agrees to hold all information furnished concerning the Business or any other business in strict confidence and not to introduce himself/itself to any Seller or Seller's employees, customers, suppliers or agents (nor will Buyer assist or promote in any way anyone else with any form of introduction) without prior written consent of Broker and should Buyer, upon examination choose not to proceed further in an acquisition, Buyer agrees to promptly return to Broker (without reproduction in whole or in part) all documentation tendered to Buyer by Broker Group or by Seller and to destroy any data copy of such information.
5. Buyer covenants and agrees that, except with the written consent of Seller, Buyer shall not enter into and/or engage in competition with Seller in the business of developing, engineering, designing, manufacturing, promoting, marketing, leasing or selling Seller's products or services as an individual, partner, employee or agent for any person or entity, or as an officer, director, shareholder or otherwise, including, but not limited to, using information, data, methods or processes revealed, discussed, demonstrated or portrayed by Seller or Broker Group, or their agents, representatives or independent contractors directly or indirectly, within the existing marketing area of Seller for a period of two (2) years after the date hereof.
6. Buyer acknowledges and understands that any information tendered by Broker Group or Seller(s) is received subject to change, error, or withdrawal of offering without notice. Buyer acknowledges and agrees that Broker Group has made no independent investigation or verification of information or material furnished to Buyer and that Broker Group shall not be liable or accountable for its accuracy and that no representation is made with respect to such information as any and all representations and warranties concerning such information shall be made solely by the Seller in a signed sale agreement and then be subject to the provisions thereof. Further, Buyer hereby expressly releases, discharges, and holds harmless Broker Group from any and all responsibility and/or liability in connection with the integrity of such information or for any action Buyer may take with regard to this Business and Buyer hereby accepts sole and final responsibility for the evaluation of such information or material, or physical or other assets of the Business whether furnished by Broker Group, by Seller or Seller's representatives. Buyer further accepts sole and final responsibility for any price offers made by Buyer. Buyer

acknowledges that it is the Buyer's responsibility to perform a due diligence concerning all information tendered and the Business at Buyer's own cost and expense prior to any acquisition.

7. Buyer understands and agrees that Broker Group WILL NOT PROVIDE ANY LEGAL, ACCOUNTING OR TAX ADVICE to Buyer and will NOT provide any related services to Buyer acting as attorneys, accountants or tax advisors.

8. All representations & agreements of Buyer made in this Agreement shall cover any additional information furnished to Buyer by Broker Group as to the above described Business or any other business, whether such information is furnished orally or in writing. It shall not be necessary for the undersigned to execute any additional agreements to that effect.

9. Buyer represents and warrants that Buyer will not, for a period of two (2) years from today's date, enter into any agreement (herein defined as an offer to purchase, a letter of intent or any similar document) for the optioning, lease, exchange, or purchase of the Business (or any related business), its capital stock or assets, or any portion thereof, either as an individual, member of a partnership, officer, director, employee or owner of any entity, or in any other capacity (nor will Buyer assist or promote in any way anyone else entering into such an agreement) unless said agreement contains a provision wherein the parties thereto acknowledge that Broker Group is the only person or legal entity entitled to the Professional Service Fee (herein called "Fee") based on the total sales price or minimum Fee as originally agreed upon by Seller. (The Fee shall be made known, upon request by Buyer, when an offer to purchase, or similar purchaser agreement, is made by Buyer). Further, if said purchase agreement does not provide for the payment of said Fee to Broker by Seller, or if Fee is not paid by Seller, Buyer agrees to be liable for and pay the Fee on demand without any obligation of Broker's part to first exhaust remedies against Seller. To ensure the collection of its compensation, Buyer hereby grants Broker a security interest in and to all the Business assets which may be acquired by Buyer in violation of this Agreement along with all additions and accessions thereto and the proceeds thereof.

10. Buyer acknowledges and understands that as used herein the term sales price (or purchase price) shall mean any and all amounts of money or other consideration paid or conveyed to Seller (or retained by Seller) or for Seller's benefit, including without limitation, cash, stock, notes, real property, leases, lines of credit, loans, contingent payments (e.g., license agreements, royalty agreements, payments based on future sales or profits, etc.), employment or management contracts, consulting and non-compete agreements, option agreements, capital investments, assumption or discharge or relief of personal guarantees, all liabilities and/or other obligations included with the sale, retained by the Business or assumed by Buyer, value of assets retained by Seller that were included in the Listing Sale Price and/or any combination of these or other considerations.

11. Buyer acknowledges and agrees that the performance under and all sums due pursuant to this Agreement shall be in Tarrant County, Texas and shall be governed by the laws of the State of Texas. The parties agree that any controversies regarding this Agreement shall be most conveniently and economically resolved in Texas and therefore, the parties submit to jurisdiction in Texas, agree that any claim or action brought for enforcement, interpretation or damages in any way relating to this Agreement shall be brought only in Texas & agree to forbear from filing claims in any other jurisdiction.

12. This Agreement shall be binding upon Buyer, Buyer's heirs, executors, assigns, administrators, successors or representatives. If any provision of this Agreement shall be held to be invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect as if such invalid, void or unenforceable provision had not been contained herein.

13. The parties agree that any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules; and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Expenses of arbitration shall be borne by the parties in such proportions as the arbitrator(s) shall decide. The arbitrator's sole authority shall be to interpret and/or apply the provisions of this Agreement; the arbitrator(s) shall have no authority to change or modify any provision of this Agreement. The arbitrator shall enter a default judgment against (i) any party who fails to participate in the arbitration proceedings, or (ii) any party who fails to pay any administrative or arbitration expense after having been given seven (7) days' notice and opportunity to cure such default.

14. This Agreement sets forth the entire agreement and understanding between Buyer and Broker and cannot be modified, amended, supplemented or rescinded except with written consent of Buyer and an officer of Broker. Buyer and Broker hereby agree that a facsimile or scanned signed copy of this Agreement will be deemed an original for all purposes, and each party hereby waives the necessity of providing the original copy of this Agreement to bind the other.

Printed Name of Buyer Buyer Company & Title **X**
Buyer Signature (Individually & as Authorized Representative)

Address **X**
DATE EXECUTED

City, State and Zip Code Phone Email Address