



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. We are contractually required to pre-qualify any potential buyers for sincerity and financial capability to complete the transaction.

Enclosed are a confidential buyer profile and financial statement. 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. *Please include a resume (if available).* 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. All information will be kept confidential.

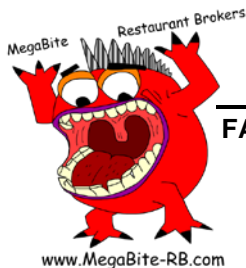
We will search for a business that fits your criteria and contact you at that time. If the business appears to be a good fit, we can arrange for you to meet with the Seller.

Ps Would you mind replying to confirm receipt of email?

Sincerely,

MegaBite Restaurant Brokers, LLC

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



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 ___ Ad

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 restaurant or bar?
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. Please attach your Resume if available: _____
7. When do you want to take possession?: _____
8. Who, besides yourself, will be involved in the decision?: _____

9. What businesses have you investigated?: _____

Please provide 3 referrals who may be interested in buying or selling a restaurant or bar:

1) Name	Email	Phone
2) Name	Email	Phone
3) Name	Email	Phone

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 undersigned (the "Buyer") understands and acknowledges that ADAM NOBLE GROUP and MegaBite Restaurant Brokers, LLC (the "Broker") has a valid agreement with the owner(s) (the "Seller") of the business and/or property described below (the "Business") whereby Broker has been retained, for an agreed upon commission, to represent Seller in the sale of the Business. Buyer understands and acknowledges the Broker is acting as the agent of the Seller and that Broker's primary duty is to represent the interests of the Seller. The Businesses that are the subject of this Standard Buyer's Confidentiality and Warranty Agreement (the "Agreement") are as indicated by the Buyer's Initials as follows:

Buyer's Initials

- 1. _____ \$250,000 Addison Indian Restaurant #19629, EXCELLENT TAX RECORDS + CASH BUSINESS
- 2. _____ \$ 69,000 Arlington Quiznos #19087, Semi-absentee and EXCELLENT BOOKS and RECORDS
- 3. _____ \$100,000 Arlington Bagel Deli #19619, or \$130k with \$75k down+seller-financing to qualified purchaser
- 4. _____ \$350,000 Cleburne Italian Restaurant-Bar #19602 or \$400k with \$250k down+seller-financing
- 5. _____ \$125,000 Dallas-South Mr Jims Pizza Franchise #19599, possible seller-financing
- 6. _____ \$167,000 Dallas French Fine Dining #19625, EXCELLENT BOOKS and RECORDS
- 7. _____ \$475,000 Dallas Downtown Pizza-Pasta, Bar #19614, or \$535k with \$321k down + \$214k seller-financing
- 8. _____ \$475,000 Dallas Food Management #19613 \$100k down with bank and seller-financing
- 9. _____ \$125,000 DeSoto Farmers Market #19558, or \$160k with \$75k down +seller-financing
- 10. _____ \$ 74,000 Fort Worth West Italian Restaurant #19592, \$50k down + \$24k seller financing
- 11. _____ \$110,000 Fort Worth Quiznos #19497, or \$140k with \$50k down+seller-financing to qualified purchaser
- 12. _____ \$200,000 Fort Worth Mexican Restaurant #19611 , or \$225k with \$113k down+\$112k seller-financing.
- 13. _____ \$250,000 Fort Worth TCU area Pizza Pasta & Bar #19628
- 14. _____ \$ 70,000 Frisco Tex-Mex Restaurant #19579 possible seller financing to qualified buyer
- 15. _____ \$155,000 Granbury German Deli Restaurant and Sausage Maker #19616
- 16. _____ \$ 80,000 Hurst BBQ Drive thru, #19626, or \$30k down+seller-financing to qualified purchaser
- 17. _____ \$250,000 Irving Jazz Lounge, #19630, Possible seller-financing to qualified purchaser
- 18. _____ \$300,000 Texarkana, TX/AR Pizza, Pasta, Seafood #19598, or \$385k with \$250k down+seller-financing
- 19. _____ \$525,000 Plano American Grill-Bar #19624, 50% down + seller-financing

In order to induce Broker or Seller to furnish information regarding the Business (the "Information") to Buyer for Buyer's evaluation and possible purchase of said Business and in consideration for Broker's or Seller's furnishing such information, Buyer understands, agrees, represents and warrants to Broker and Seller as follows:

1. The word "Buyer," as used herein, shall mean and include the undersigned individually, as a member of a partnership, as an employee, stockholder, officer or director of a corporation, as an agent, adviser or consultant for or to any business entity and in any other capacity whatsoever.

2. The Information is of a proprietary and confidential nature, the disclosure of which to any other party will result in damage to the Seller and/or Business, and Buyer further represents and warrants as follows:

(A) The Information furnished by Broker or Seller has not been publicly disclosed, has not been made available to Buyer by any party or source other than Broker or Seller and is being furnished only upon the terms and conditions contained in this Agreement.

(B) Buyer will not disclose the Information, in whole or in part, to any party other than persons within Buyer's organization, including independent advisers/consultants, who have a need to know such Information for purposes of evaluating or structuring the possible purchase of the Business. Buyer accepts full responsibility for full compliance with all provisions of this Agreement by such other persons.

(C) Buyer will not disclose, except to the extent required by law, to any parties other than the persons described in Paragraph 2(B) that the Business is available for purchase or that discussions or negotiations are taking place concerning a possible purchase.

(D) Buyer will not utilize, now or at any time in the future, any trade secret(s), as that term may be defined under statutory or common law, that is/are included in the furnished Information for any purpose other than evaluating the possible purchase of the Business, including, without limitation, not utilizing same in the conduct of Buyer's or any other party's present or future business(es).

(E) In addition to the prohibition against utilizing trade secret(s), Buyer will not utilize any other furnished information for any purpose other than evaluating the possible purchase of the Business, specifically including, without limitation, not utilizing same to enter into and/or engage in competition with the Business or assist or promote any other party(s) in so doing. The foregoing prohibition against utilizing said Information in competing with the Business shall remain in effect for three (3) years from the date hereof and shall be applicable to competition within the presently existing marketing area of the Business.

(F) If Buyer decides not to pursue the possible purchase of the Business, Buyer will promptly return to Broker all Information previously furnished by Broker or Seller, including any and all reproductions of same, and further, shall destroy any and all analyses, compilations or other material that incorporates any part of said Information.

3. Buyer will not contact the Seller or Seller's employees, customers, suppliers or agents other than Broker for any reason whatsoever without the prior consent of the Broker. All contacts with the Seller or such other parties will be made through or by Broker unless otherwise agreed to by Broker, in writing.

4. The Information furnished by Broker has been prepared by or is based upon representations of the Seller and Broker has made no independent investigation or verification of said Information. Buyer hereby expressly releases and discharges Broker from any and all responsibility and/or liability in connection with the accuracy, completeness or any other aspects of the information and accepts sole and final responsibility for the evaluation of the Information and all other factors relating to the Business. The Information is subject to

BUYER'S INITIALS _____

change or withdrawal without notice and the Business is being offered for sale subject to prior sale or the withdrawal of said offering without notice.

5. Buyer will not, for a period of three (3) years from the date hereof, enter into any agreement for the purchase of the Business, in whole or in part, or assist or promote any other party in so doing, unless such agreement to purchase provides for commission to be paid Broker, with the commission being defined as the amount agreed upon by Broker and Seller in the "Standard Listing Agreement" or similar agreement between those parties. The phrase "agreement for the purchase of the Business" as used herein, shall mean and include any agreement, specifically including, but not limited to, offers to purchase, letters of intent and similar agreements, that provides for the transfer, conveyance, possession of, or disposition of the Business, its capital stock, assets, or any portion thereof, and the commission amount to be paid Broker shall be the greater of either the minimum commission or the commission based upon sale price (or purchase price), as these amounts are defined in the aforesaid agreement between Broker and Seller. Further, "sale price (or purchase price)" as used herein shall mean and include the total amount of consideration paid or conveyed to Seller or for Seller's benefit, including, without limitation, cash, capital stock, notes, personal property of any kind, real property, leases, lines of credit, loans, contingent payments (e.g., license agreements, royalty agreements, payments based upon future sales or profits, etc.), employment or management contracts, consulting agreements, non-competition agreements, assumption or discharge of any or all liabilities, and any combination of the foregoing and/or other consideration. The commission amount agreed upon by Broker and Seller in the aforesaid agreement between those parties will be made known to Buyer by Broker, upon Buyer's request, when and if an agreement for the purchase of the Business is made by Buyer. If Buyer violates the foregoing provision, Buyer will be liable for and pay said commission to Broker upon demand without any obligation on Broker's part to first exhaust any legal remedies against Seller.

6. Buyer represents that Buyer has sufficient financial resources to complete the transaction for the asking price and terms set forth herein. Buyer agrees to provide, upon request by Broker or Seller, financial statements, references and other pertinent information evidencing such financial sufficiency. The performance and construction of this Agreement shall be governed by the laws of the State of TEXAS. All sums due hereunder shall be payable at the office of the Broker in TARRANT County, TEXAS and all parties hereto agree to forbear from filing a claim in any other jurisdiction.

7. This Agreement shall be binding upon the Buyer, Buyer's heirs, executors, successors, assigns, administrators or representatives. If any provision of this Agreement shall be held to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and this Agreement shall be construed as if such invalid, void or unenforceable provision had not been contained herein. In any litigation arising under the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable legal fees and expenses in addition to any amount of the judgment.

8. The terms and conditions of this Agreement shall also apply to any other business and/or property on which Broker has been retained to represent the owner(s) in the sale thereof and on which Broker or owner(s) has furnished information to Buyer. Further, it shall not be necessary for Buyer to execute any additional agreement(s) to that effect and any terms and conditions of this Agreement that refer to the date hereof shall automatically be adjusted to reflect the date on which Broker or owner(s) initially furnished information to Buyer on such other business and/or property.

9. The provisions hereof cannot be modified, amended, supplemented or rescinded without the written consent of Broker and this Agreement sets forth the entire agreement and understanding. All parties agree that a facsimile or email executed copy of this agreement is binding on all parties. Buyer will indemnify and hold harmless the Broker 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 Broker.

EXECUTED ON THIS _____ DAY OF _____, 201__.

_____ Typed/Printed Name of Buyer		_____ Name, Company, Title	
_____ Signature (Individually and as Duly Authorized Representative)		_____ Email	_____ Telephone
_____ Street Address, City, State, Zip Code			