



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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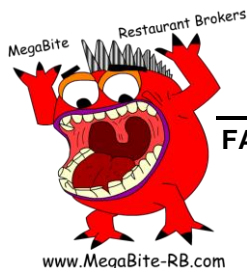
Restaurants, Bars & Nightclubs for Sale

Location	Concept	LIQUOR	SEATS	SF +/-	RENT	SALES	CFO	PRICE	MB #	COMMENTS
Dallas Area, TX	Brew Pub Restaurant Bar	Brewpub	100 - 200	3,500+	\$12,000	\$2,683,000	\$580,000	\$2,000,000	19850	Well-established High Volume Brewpub restaurant. Excellent, consistent beers. Long-term lease plus options. Significant opportunities to grow sales and profits.
Lewisville, TX	Well-established Bar	Late Night	199	4,995	\$6,050	\$725,000	\$160,000	\$299,000 CASH	19827	Neighborhood bar with owned cash vending, billiards, patio. EXCELLENT BOOKS & RECORDS. Newer buildout, FFE and HVAC. Excellent condition. Long-term lease plus options.

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.



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Purchaser'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 or alcohol-related business? (Yes ____ No ____)
What are the Business Name(s): _____
2. Describe your Food/Beverage & Brewery employment, 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	\$
Stocks, Bonds, CD's	\$
Accounts, Loans and Notes Receivable	\$
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 PURCHASER'S CONFIDENTIALITY AND WARRANTY AGREEMENT

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

1. Dallas Area, TX – Hi-Volume Brewpub Restaurant Bar 19850, \$2,000,000 CASH with up 20% Seller Financing
2. Lewisville, TX – Well-established Bar 19827 \$299k CASH or \$400k: \$200k down + \$200k Seller Financing
3. _____
4. _____

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 Purchaser may determine if Purchaser is interested in considering purchasing the Business upon such terms as may be negotiated, Purchaser agrees, represents and warrants to Broker and to Seller as follows (as used herein, "Purchaser" 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 Purchaser).

1. Purchaser 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. Purchaser represents and warrants to Broker that the information furnished by Broker Group to Purchaser has not been made available to Purchaser 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. Purchaser acknowledges that all information is being furnished only upon the terms described herein based upon Purchaser's representations and warranties herein. Purchaser further acknowledges and warrants that all information furnished will not be disclosed to any other person, except Purchaser's accountant, lawyer and consultants who may be furnished such information solely for the purpose of advising Purchaser as to the structure of any proposed purchase of the Business and Purchaser accepts full responsibility for assuring full compliance with all provisions of this Agreement by any third party to which Purchaser discloses any such information and for any harm to the Seller or to Broker from any breach of this Agreement. Purchaser hereby releases, indemnifies and holds harmless Broker Group and Seller from any and all claims or actions arising from Purchaser'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. Purchaser represents that Purchaser has sufficient financial resources to purchase this Business upon the terms and conditions set forth herein. Purchaser agrees to provide, upon request by Broker or Seller, financial statements, references or other information evidencing such financial capacity.
4. Purchaser 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 Purchaser assist or promote in any way anyone else with any form of introduction) without prior written consent of Broker and should Purchaser, upon examination choose not to proceed further in an acquisition, Purchaser agrees to promptly return to Broker (without reproduction in whole or in part) all documentation tendered to Purchaser by Broker Group or by Seller and to destroy any data copy of such information.
5. Purchaser covenants and agrees that, except with the written consent of Seller, Purchaser 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. Purchaser 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. Purchaser acknowledges and agrees that Broker Group has made no independent investigation or verification of information or material furnished to Purchaser 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, Purchaser 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 Purchaser may take with regard to this Business and Purchaser 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. Purchaser further accepts sole and final responsibility for any price offers made by Purchaser. Purchaser acknowledges that it is the Purchaser's responsibility to perform a due diligence concerning all information tendered and the Business at Purchaser's own cost and expense prior to any acquisition.
7. Purchaser understands & agrees that Broker Group WILL NOT PROVIDE ANY LEGAL, ACCOUNTING OR TAX ADVICE to Purchaser & will NOT provide any related services to Purchaser acting as attorneys, accountants or tax advisors.

8. All representations & agreements of Purchaser made in this Agreement shall cover any additional information furnished to Purchaser 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. Purchaser represents and warrants that Purchaser 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 Purchaser 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 Purchaser, when an offer to purchase, or similar purchaser agreement, is made by Purchaser). 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, Purchaser 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, Purchaser hereby grants Broker a security interest in and to all the Business assets which may be acquired by Purchaser in violation of this Agreement along with all additions and accessions thereto and the proceeds thereof.

10. Purchaser 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 Purchaser, value of assets retained by Seller that were included in the Listing Sale Price and/or any combination of these or other considerations.

11. Purchaser 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 Purchaser, Purchaser'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 Purchaser & Broker and cannot be modified, amended, supplemented or rescinded except with written consent of Purchaser & an officer of Broker. Purchaser 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 Purchaser	_____ Company, Title	X _____ Purchaser Signature (Individually & as Authorized Representative)
_____ Address		X _____ DATE EXECUTED
_____ City, State and Zip Code	_____ Phone	_____ Email Address