

FRANCHISE FOR SALE



Raleigh, NC

Fantastic Franchise
Café

~

Distinctive Menu

~

Highly Populated
Area

- Quick-casual restaurant with an inspiring atmosphere
- 4,500 SF
- Seats approximately 130 people
- Excellent North Raleigh location
- Seller will provide two weeks' training and franchise requires corporate two-week training in Raleigh
- 10 guest-focused, friendly employees
- Location is leased and not included in the sales price
- Gross income: \$400,000

Asking Price: \$250,000

For more detailed information, please complete the attached Confidentiality and Non-Disclosure forms and fax back to Karen at 919.821.2070.

Contact **Karen Senchak**
for more information:
919.821.7890
ksechak@lundygroup.com

**THE
LUNDY
GROUP, INC.**

P.O. Box 33279

Raleigh, NC 27636

(919) 821-7890

(919) 821-2070 fx

www.lundygroup.com



Non-Disclosure and Confidentiality Agreement

I, the undersigned potential investor/buyer, in consideration for **The Lundy Group, Inc.** providing me with information on the business offered for sale, understand and agree:

- That information provided on businesses is sensitive and confidential and that its disclosure to others would be damaging to the businesses (including the fact that the client is considering a sale). The confidentiality obligations will continue for a period of 3 years from the date of this agreement.
- That I will not disclose any Information regarding this business to any other person who has not also signed and dated this agreement, except to secure their advice and counsel, in which case I agree to obtain their consent to maintain such confidentiality. "Information" shall include the fact that the business is for sale plus other data. The term Information does not include any information which is, or becomes, generally available to the public or is already in your possession.
- All Information provided to review the business will be returned or destroyed without retaining copies, summaries, analyses or extracts thereof at our request.
- That I will not contact Seller's employees, suppliers or customers except with written permission of The Lundy Group.
- That, prior to finalizing an agreement to purchase a business, it is my responsibility to make an independent verification of all Information. We have not independently confirmed the accuracy of the information. It is your responsibility during the purchase process to confirm the accuracy of any and all information we provide to you. You waive all and any claims you may otherwise have against us, our agents and employees, resulting from any inaccuracy or incompleteness of the information we provide.
- That, should I enter into an agreement to purchase the business Seller offers for sale, I will provide to The Lundy Group accurate personal, financial and credit information.
- I understand that I will be responsible for paying The Lundy Group a fee which would have otherwise been received from the Seller if (a) instead of purchasing the business disclosed, you enter into a substitute agreement with the Seller, or (b) I breach this Agreement in a way which interferes with The Lundy Group's rights to a fee from the Seller.

Agreed to and accepted:

Name (Signature) _____ Date _____

Name (Please Print) _____

Telephone No. _____

Address _____

City _____ State _____ Zip Code _____



DISCLOSURE REGARDING AGENCY RELATIONSHIP

We appreciate your interest in working with us.

At the onset of our relationship, we would like you to understand that we are paid by and work for the Sellers, who engage us to sell their businesses. We are obligated by law to act primarily for the Sellers' benefit.

We want you to know, however, that we intend to treat you fairly and honestly. We will promptly submit all of your offers, and we will promptly transmit to you the Seller's response.

We will provide you with information and disclose facts that seem material to us with respect to any business you are considering. At the same time, please understand that we do not typically verify facts, figures or other information.

As Business Intermediaries, we are not in a position to advise you on legal or accounting matters. We can guide you through the transaction, but you should not consider any comments we may make as legal advice. At your request, we will be happy to provide you with information on how to engage attorneys, accountants or other professionals who may be of assistance to you. We recommend that you consult with professionals employed directly by you.

Please sign below to acknowledge receipt of and agreement with this Disclosure.

Buyer's signature _____ Date _____

Address _____

City _____ State _____ Zip _____

Phone _____