

© Denver Real Estate Brokers Ltd.

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**Rohit Mukherjee** Broker / Owner (303) 719-0999 Rohit@DREBonline.com

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This Confidentiality Agreement ('Agreement') confirms the mutual understanding between **DENVER REAL ESTATE BROKERS LTD.** ("DREB"), as Agent, and \_\_\_\_\_\_ ('Buyer') in connection with the possible purchase of the following Business Opportunities and / or properties:

LISTING CODE:	LQ09BB	CITY & STATE:	Broomfield, CO		
(example: LQ51BT)			(example: Boulder, CO)		

The Buyer shall be provided with certain evaluation materials, including preliminary financial and operational records as

well as verbal information ('Confidential Information'). This Confidential Information shall be made available to Buyer solely for the purposes of evaluating the possible purchase or lease of the Business Opportunity and / or property.

- 1. Confidential Information shall include, but not be limited to, any and all discussions with DREB, the Seller's agents or employees, and any information related to the Business Opportunity and / or Property. The use of this information for any purposes other than to evaluate Buyer's possible acquisition of the Business Opportunity and / or Property is expressly prohibited. Buyer agrees not to disclose this information to any person other than those who are directly involved in evaluating the purchase of the Business Opportunity and / or Property or as required by law or legal process. No external verbal or written communication of Confidential Information is permitted without the express written consent of DREB.
- 2. Buyer agrees that the Confidential Information will not be disclosed or used to perform any act detrimental to DREB and upon request by DREB shall promptly return all written Confidential Information.
- 3. Buyer shall not photocopy or make copies in any other manner of the Confidential Information.
- 4. Buyer shall not at any time, directly or indirectly, use, disclose, deliver, or communicate to any other person or entity including any other Broker, any discussions with DREB or Confidential Information concerning the Business Opportunity and / or Property. Any inquires or correspondence in connection with the Business Opportunity and / or Property shall be communicated through DREB.
- 5. Buyer hereby acknowledges that it is acting as a principal and has not dealt with, nor will the Buyer be dealing with any party in the potential acquisition of the Business Opportunity and / or Property. Buyer further agrees to indemnify and hold harmless the Seller and DREB against and from any loss, liability or expense, including reasonable attorney's fees, arising out of any claim or claims by any other party for commissions or other compensation for bringing the Property to the attention of the Buyer.
- 6. Buyer understands that this Confidentiality Agreement is being entered into as a condition to the release of the Confidential Information by DREB and that the information contained therein is secured from sources deemed reasonably reliable, but is not guaranteed or warranted. Buyer agrees that neither Agent nor Seller shall have any liability for any reason to Buyer or its representative or related parties resulting from the use of Confidential Information.
- 7. This Agreement expresses the entire agreement and understanding of the parties. This Agreement shall not be modified or changed in any manner except in writing and signed by both parties. In any action to enforce the rights of the parties hereto, the prevailing party shall, in addition to the actual settlement, be entitled to reasonable attorney's fees.
- 8. Buyer shall not visit business without express written consent from Seller AND DREB. If such permission has been granted Buyer shall only visit the business as a customer and shall not engage employees in conversation regarding the business for sale. Buyer shall be liable for damages and disruption in business caused by employees being made aware of the business sale.

### Read and accepted:

### Denver Real Estate Brokers Ltd. 2851 S Parker Rd #820 Aurora CO 80014 Ph: 303-719-0999 Fax: 1-888-360-5660

Email: Rohit@DREBonline.com

### ALL FIELDS REQUIRED

Buyer Signature:				
Buyer Name :				
Address:				
Phone:				
Email:				

# What our clients say...



Call us: (720) 323-0999

"DREB Staff was knowledgeable, Attentive, responsive, courteous, and provided friendly guidance through the buying process of our first retail liquor store. I have called on them for advice after the sale. They have been very helpful and informative."

Grug & Barbara Pitman Colorado Liquors, Parker CO

"Purchasing my first business was stressful, however Rohit and his team provided guidance, support and knowledge. Making the purchase and closing extremely smooth with few if any setbacks. The network of bankers, lawyers and other contacts were also invaluable and time saving."

Willow Creek Wine & Spirits, Centennial CO

"DREB was" wonderful to work with! Professional, knowledgeable, generous with their advice. A great team!"

Shawn Royji

Bonnie Brae Wine & Liquor-mart, Denver CO

"The whole team at DREB is very professional, prompt & go-getters, they are prompt on getting things done & true to their word. Very happy with their deliverance on/of services!"

Vinck & Sanju Beri Fox Creek Liquors, Longmont CO

# Broomfield, CC



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# **Financial Information**

Contract Price:		200,000	
Inventory at cost:	\$	150,000	
<b>Total Funds Required:</b>	\$	350,000	

Down Payment (Cash) \$ 94,500 \$ 255,500 **SBA** Financing

\*Down payment requirement will vary depending on Buyer's prior retail business experience.

- Amazing location in upscale neighborhood
  - Ample Parking, Pad site
  - Well decorated interior
  - Easy to run family operation
- SBA financing available





Broomfield, CO

# Pro Forma Statement



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	Annual		Monthly
GROSS SALES	933,100		77,758
Less Sales Tax Paid	73,100		6,092
= Gross Sales Net of S.Tax	860,000		71,667
Less Cost of Sales	-609,740		-50,812
= GROSS PROFIT	250,260	29.30%	20,855
OPERATING EXPENSES			
Wages - Employees	60,000 *		5,000
Utility	7,000		583
Telephone	1,500		125
Credit Card Charges	25,000		2,083
Insurance	4,000		333
Accounting & Legal	2,400		200
Supplies	2,000		167
Repairs	2,000		167
Misc.	1,500		125
Security	240		20
Rent	53,500		4,549
Total Operating Expenses	(159,140)		(13,262)
Net Profit	91,120		7,593
Debt Service**	(40,517)		(3,376)
Net Cash Flow	50,603		4,217

Purchase Price		200,000
Add Inventory		150,000
Total Price		350,000
Cash Down	27%	94,500
Seller Carry	0%	0
Bank Finance	73%	255,500

NOTE: The Pro Forma Statement was prepared from data received from the Seller including other sources of information and is for preliminary discussion purposes only. Buyer bares all responsibility to review all other sources of information including Tax Returns, Financial Statements and other forms of due diligence before making a decision to purchase the business and/or real estate property.



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