



DREB

BUSINESS ADVISORY TEAM

© Denver Real Estate Brokers Ltd.

(303) 719-0999

LQ38CD

Denver, CO

Rohit Mukherjee

Broker / Owner

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CONFIDENTIALITY AGREEMENT (NDA) - MUST BE COMPLETED FOR ADDITIONAL INFORMATION

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: LQ38CD CITY & STATE: Denver, 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:

ALL FIELDS REQUIRED

 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

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."

Greg & Barbara Pitman
Colorado Liquors (Bruin Spirits), 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."

Ty Young
Willow Creek Wine & Spirits, Centennial CO

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

Shawn Rossi
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



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Financial Information

Contract Price:	\$ 925,000
Inventory at cost:	\$ 650,000
Total Funds Required:	\$ 1,575,000

Down Payment (Cash)	\$ 410,000
SBA Financing	\$ 1,165,000

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

- Large format store
- High growth neighborhood
- Established clientele
- No grocery anchor
- SBA financing available



	<u>Annual</u>	<u>Monthly</u>
GROSS SALES	\$3,897,000	\$324,750
Less Sales Tax Paid	\$297,000	\$24,750
= Gross Sales Net of S.Tax	\$3,600,000	\$300,000
Less Cost of Sales	-\$2,664,000	-\$222,000
= GROSS PROFIT	\$936,000	26.0% \$78,000
OPERATING EXPENSES		
Wages	\$200,000 *	\$16,667
Utility	\$18,000	\$1,500
Comcast	\$2,000	\$167
Credit Card Charges	\$78,000	\$6,500
Insurance	\$8,000	\$667
Misc	\$7,000	\$583
Advertising		
Accounting & Legal	\$3,000	\$250
Supplies	\$4,000	\$333
Repairs	\$2,000	\$167
Rent	\$235,000	\$19,583
Total Operating Expenses	\$557,000	\$46,417
Net Profit	\$379,000	\$31,583
Proposed Debt Service	-\$176,025	-\$14,669
Net Cash Flow	\$202,975	\$16,915

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 bears 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.

