



National Franchise Sales

'UPSCALE CASUAL' FRANCHISE OPPORTUNITY IN CALIFORNIA

Restaurant Management Experience Required






Please complete the attached confidentiality agreement and forward to your NFS representative. You will then receive additional information about this opportunity.

Information on royalties, advertising, utilities, CAM and other information can be found on our executive summaries:

Sales	\$2,825,451
Preliminary Adjusted Owner Operated Unit Level EBITDA	\$346,375
Price	\$1,475,000



KEY CONSIDERATIONS OF PURCHASE

-  Currently Owned & Operated by Franchisor
-  Looking for Owner Operator
-  Recently remodeled

NATIONAL FRANCHISE SALES CORPORATE HEADQUARTERS

1601 Dove Street, Ste. 150 , Newport Beach, CA 92660
(949) 428-0480

Offices Nationwide to Serve You

Listing Agent
Jerome J. Thissen
(949) 428-0481

jt@nationalfranchisesales.com



Listing Agent
Michael J. Ingram
(949) 428-0482

mi@nationalfranchisesales.com

Confidentiality Agreement

This Confidentiality Agreement is made between _____ individually, _____, its officers, directors, partners, employees and agents, referred herein as *Buyer*, and National Franchise Sales referred herein as *NFS*, and Seller's Business #NFS 07-07 referred herein as *Seller*.

Whereas: The Buyer has requested information from NFS for purposes of investigating a possible acquisition, merger, financing, or joint venture involving all or part of the business interests known as **Sellers Business #NFS 07-07**.

Now Therefore: To induce NFS to provide such information and identify the Seller, Buyer agrees as follows:

1. Buyer will not disclose any information obtained hereunder, or during its investigations, and will not disclose the fact that Buyer may be considering a transaction with Seller, to any other person or organization not herein authorized or make known to others, by disclosure or confirmation, that this company, division or product line is for sale or that financing is wanted, either before or after termination of investigations or negotiations. Buyer may only disclose information obtained hereunder to its officers, directors, partners, employees and agents who need to know such information for the sole purpose of evaluating Seller's Business #NFS 07-07, who agree to keep such information confidential and who are provided with a copy of this Agreement and agree to be bound by the terms hereof to the same extent as if they were parties hereto. Buyer shall be responsible for any breach of the confidentiality requirements of this Agreement by its officers, directors, partners, employees or agents.
2. Without the specific prior written approval of Seller, Buyer shall not reveal this information to any broker, intermediary, lending institution, Seller's equity partner, syndication member, or other financing source. In the event disclosure to such parties is deemed desirable, NFS and Seller may require the execution of a document similar to this Agreement.
3. If Buyer becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any information. Buyer shall provide NFS or Seller with prior written notice of such requirements so that NFS or Seller may seek a protective order or other appropriate remedy and shall cooperate with NFS or Seller in obtaining such remedy. Buyer further agrees to furnish only that portion of the information which Buyer is advised by written opinion of counsel (a copy of which shall be provided to NFS or Seller prior to disclosure of the information) is legally required and to exercise best efforts to obtain assurance that confidential treatment will be accorded such information.
4. This Agreement applies to all information received by Buyer from NFS or Seller now and during future investigations that is not available to the general public. All information provided pursuant to this Agreement shall be deemed confidential, unless Buyer proves otherwise and valuable and without specific written agreement to the contrary, it shall be deemed proprietary. Unauthorized disclosure of said information; even without intent to harm could cause substantial and irreparable damage to NFS and Seller's Business.

5. All information provided shall be used for the sole purpose of evaluating the acquisition or financing decision and shall not at any time, or in any manner, be utilized for any other purpose. Buyer shall promptly advise NFS when its investigations or negotiations are ended and will return all information furnished, in whatever form, without retaining copies, summaries, or extracts.
6. Buyer will not contact the Seller's bankers, accountants, attorneys, employees, suppliers, competitors, customers, franchisees, or others who might have information concerning Seller without written permission of NFS or Seller.
7. Buyer agrees that breach of this Agreement may not be adequately compensated by monetary damages and that NFS or Seller shall accordingly be entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement, in addition to all other remedies available to NFS or Seller at law or in equity.
8. Neither Seller nor NFS make any representation or warranty, express or implied, as to the truth, accuracy, or completeness of any information provided, or not provided, to buyer under this Agreement. Buyer assumes full responsibility for its reliance upon such information and expressly waives all rights of recourse, if any, against NFS or Seller for Buyer's reliance thereon.
9. This letter of agreement shall be governed and construed in accordance with the laws of the State of California.

ACCEPTED AND AGREED TO:

BUYER:

[Name of Entity]

By: _____

Printed: _____

Title: _____

Email: _____

Date: _____

National Franchise Sales:

By: _____

Title: _____

Date: _____

(Please print clearly)