

ADAM NOBLE

Mergers & Acquisitions, Board Certified Business Valuations

2704 Redstone Drive, Arlington, Texas 76001 • Telephone: (817) 467-2161 • Fax: (877) 467-2161
www.adamnoble.com Email: Jeff@adamnoble.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. We are contractually required to pre-qualify any potential buyers for 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 RESTAURANTS on the non-disclosure agreement by initially 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@adamnoble.com or fax all pages back to (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 visit as a customer and sample the food 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 or the owner in any discussion regarding the business being for sale or the transaction itself. All questions should be addressed directly to Jeff Adam at AdamNoble Group jeff@adamnoble.com or Mark Crumblish at Crumblish Development Group mark@crumblish.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 email?

Sincerely,

Adam Noble Group



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*

Adam Noble Group Buyer's Personal Profile & Criteria for Acquisition

FAX TO: 877-467-2161 or Mail: 2704 Redstone Drive, Arlington, TX 76001 Metro: 817-467-2161
www.adamnoble.com EMAIL: Jeff@adamnoble.com

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 ___ Ad
 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 restaurant or bar?	
2. Describe your Food/Beverage employment or 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. Please attach your Resume if available: _____	
7. When do you want to take possession?: _____	
8. My personal or business estimated Net Worth?: \$ _____	
9. Who, besides yourself, will be involved in the decision?: _____	_____
10. 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: _____

A PERSONAL OR BUSINESS FINANCIAL STATEMENT WILL BE REQUIRED OF ALL
 POTENTIAL BUYERS BEFORE RECEIVING FINANCIAL INFORMATION ON ANY LISTING.

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Personal Financial Statement – Strictly Confidential

Name: _____
Street Address: _____
City: _____ State: _____ Zip: _____ Email: _____
Telephone: HOME () _____ OFF () _____

Cash on Hand in Banks	\$
US Government Securities or Bank CD's	\$
Accounts, Loans and Notes Receivable	\$
Other Stocks and Bonds	\$
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 BUYER'S CONFIDENTIALITY
AND WARRANTY AGREEMENT**

The undersigned (the "Buyer") understands and acknowledges that ADAM NOBLE GROUP (the "Broker" has a valid agreement with the owner(s) (the "Seller") of the business and/or property described below (the "Business") whereby Broker has been retained, for an agreed upon commission, to represent Seller in the sale of the Business. Buyer understands and acknowledges the Broker is acting as the agent of the Seller and that Broker's primary duty is to represent the interests of the Seller. The Businesses that are the subject of this Standard Buyer's Confidentiality and Warrant Agreement (the "Agreement") are as indicated by the Buyer's Initials as follows: **Buyer's Initials**

1. _____ Arlington Pizzeria – Dine-in, Take-out & Delivery #18461, \$90,000 with seller-financing
2. _____ MC Carrollton Mexican Restaurant 17693
3. _____ Arlington Upscale Casual Italian Restaurant Bar 17161, 120,000 with seller-financing
4. _____ Dallas Italian Bistro Restaurant 18695, \$200,000
5. _____ Waterfront Tapas Bar Restaurant 18707, \$525,000 with seller-financing
6. _____ Fort Worth American Fast Food & Desserts Food Court 18544, \$60,000 with seller-financing
7. _____ Fort Worth Gourmet Pizza Franchise #18413, \$300,000 with seller-financing available
8. _____ Burleson Pizzeria – Take-out & Delivery #18412, \$180,000
9. _____ Mr Jim's Everman #18411, \$75,000 CASH or \$100,000 with seller-financing
10. _____ Mr Jim's Fort Worth #18410, \$135,000
11. _____ Granbury Grill/bar, Fine dining/Martini Lounge #18413, \$255,000 with financing available
12. _____ Arlington Japanese Sushi-Hibachi Restaurant #18414, \$270,000
13. _____ Mansfield Mexican Restaurant #18829, \$80,000 with seller-financing available

In order to induce Broker or Seller to furnish information regarding the Business (the "Information") to Buyer for Buyer's evaluation and possible purchase of said Business and in consideration for Broker's or Seller's furnishing such information, Buyer understands, agrees, represents and warrants to Broker and Seller as follows:

1. The word "Buyer," as used herein, shall mean and include the undersigned individually, as a member of a partnership, as an employee, stockholder, officer or director of a corporation, as an agent, adviser or consultant for or to any business entity and in any other capacity whatsoever.

2. The Information is of a proprietary and confidential nature, the disclosure of which to any other party will result in damage to the Seller and/or Business, and Buyer further represents and warrants as follows:

(A) The Information furnished by Broker or Seller has not been publicly disclosed, has not been made available to Buyer by any party or source other than Broker or Seller and is being furnished only upon the terms and conditions contained in this Agreement.

(B) Buyer will not disclose the Information, in whole or in part, to any party other than persons within Buyer's organization, including independent advisers/consultants, who have a need to know such Information for purposes of evaluating or structuring the possible purchase of the Business. Buyer accepts full responsibility for full compliance with all provisions of this Agreement by such other persons.

(C) Buyer will not disclose, except to the extent required by law, to any parties other than the persons described in Paragraph 2(B) above that the Business is available for purchase or that evaluations, discussions or negotiations are taking place concerning a possible purchase.

(D) Buyer will not utilize, now or at any time in the future, any trade secret(s), as that term may be defined under statutory or common law, that is/are included in the furnished Information for any purpose other than evaluating the possible purchase of the Business, including, without limitation, not utilizing same in the conduct of Buyer's or any other party's present or future business(es).

(E) In addition to the prohibition against utilizing trade secret(s), Buyer will not utilize any other furnished information for any purpose other than evaluating the possible purchase of the Business, specifically including, without limitation, not utilizing same to enter into and/or engage in competition with the Business or assist or promote any other party(s) in so doing. The foregoing prohibition against utilizing said Information in competing with the Business shall remain in effect for three (3) years from the date hereof and shall be applicable to competition within the presently existing marketing area of the Business.

(F) If Buyer decides not to pursue the possible purchase of the Business, Buyer will promptly return to Broker all Information previously furnished by Broker or Seller, including any and all reproductions of same, and further, shall destroy any and all analyses, compilations or other material that incorporates any part of said Information.

3. Buyer will not contact the Seller or Seller's employees, customers, suppliers or agents other than Broker for any reason whatsoever without the prior consent of the Broker. All contacts with the Seller or such other parties will be made through or by Broker unless otherwise agreed to by Broker, in writing.

4. The Information furnished by Broker has been prepared by or is based upon representations of the Seller and Broker has made no independent investigation or verification of said Information. Buyer hereby expressly releases and discharges Broker from any and all responsibility and/or liability in connection with the accuracy, completeness or any other aspects of the information and accepts sole and final responsibility for the evaluation of the Information and all other factors relating to the Business.

BUYER'S INITIALS _____

5. The Information is subject to change or withdrawal without notice and the Business is being offered for sale subject to prior sale or the withdrawal of said offering without notice.

6. Buyer will indemnify and hold harmless the Broker and Seller from any and all claims or actions arising from Buyer'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 Broker.

7. Buyer will not, for a period of three (3) years from the date hereof, enter into any agreement for the purchase of the Business, in whole or in part, or assist or promote any other party in so doing, unless such agreement to purchase provides for commission to be paid Broker, with the commission being defined as the amount agreed upon by Broker and Seller in the "Standard Listing Agreement" or similar agreement between those parties. The phrase "agreement for the purchase of the Business" as used herein, shall mean and include any agreement, specifically including, but not limited to, offers to purchase, letters of intent and similar agreements, that provides for the transfer, conveyance, possession of, or disposition of the Business, its capital stock, assets, or any portion thereof, and the commission amount to be paid Broker shall be the greater of either the minimum commission or the commission based upon sale price (or purchase price), as these amounts are defined in the aforesaid agreement between Broker and Seller. Further, "sale price (or purchase price)" as used herein shall mean and include the total amount of consideration paid or conveyed to Seller or for Seller's benefit, including, without limitation, cash, capital stock, notes, personal property of any kind, real property, leases, lines of credit, loans, contingent payments (e.g., license agreements, royalty agreements, payments based upon future sales or profits, etc.), employment or management contracts, consulting agreements, non-competition agreements, assumption or discharge of any or all liabilities, and any combination of the foregoing and/or other consideration. The commission amount agreed upon by Broker and Seller in the aforesaid agreement between those parties will be made known to Buyer by Broker, upon Buyer's request, when and if an agreement for the purchase of the Business is made by Buyer. If Buyer violates the foregoing provision, Buyer will be liable for and pay said commission to Broker upon demand without any obligation on Broker's part to first exhaust any legal remedies against Seller.

8. Buyer represents that Buyer has sufficient financial resources to complete the transaction for the asking price and terms set forth herein. Buyer agrees to provide, upon request by Broker or Seller, financial statements, references and other pertinent information evidencing such financial sufficiency.

9. The performance and construction of this Agreement shall be governed by the laws of the State of TEXAS. All sums due hereunder shall be payable at the office of the Broker in TARRANT County, TEXAS and all parties hereto agree to forbear from filing a claim in any other jurisdiction.

10. This Agreement shall be binding upon the Buyer, Buyer's heirs, executors, successors, assigns, administrators or representatives. If any provision of this Agreement shall be held to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and this Agreement shall be construed as if such invalid, void or unenforceable provision had not been contained herein.

11. In any litigation arising under the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable legal fees and expenses in addition to any amount of the judgment.

12. The terms and conditions of this Agreement shall also apply to any other business and/or property on which Broker has been retained to represent the owner(s) in the sale thereof and on which Broker or owner(s) has furnished information to Buyer. Further, it shall not be necessary for Buyer to execute any additional agreement(s) to that effect and any terms and conditions of this Agreement that refer to the date hereof shall automatically be adjusted to reflect the date on which Broker or owner(s) initially furnished information to Buyer on such other business and/or property.

13. The provisions hereof cannot be modified, amended, supplemented or rescinded without the written consent of Broker and this Agreement sets forth the entire agreement and understanding

14. All parties agree that a facsimile or email executed copy of this agreement is binding on all parties.

EXECUTED ON THIS _____ DAY OF _____, 200__.

Typed/Printed Name of Buyer

X

Signature (Individually and as Duly Authorized Representative)

Name, Company, Title

Email Telephone

Street Address, City, State, Zip Code

Typed/Printed Name of Buyer

X

Signature (Individually and as Duly Authorized Representative)

Name, Company, Title

Email Telephone

Street Address, City, State, Zip Code