

SAGECOMMERCIAL PROPERTY
&
BUSINESS BROKER

9130 Galleria Court • Naples, Florida 34109

Phone (239) 250-3133

FAX 1-(866) 848-5898

www.SAGEFLA.com

SOLD**BUSINESS
for
SALE****BOUTIQUE
CUPCAKERY
in Naples FL****AFLBB#: 9400823****DESCRIPTION :**

Charming, boutique cupcake shop in downtown Naples FL, now in its 5th year of operations. Award winning array of cupcake flavors and creations, as well as custom orders and even wedding cakes. Shop has been featured on national TV. Ideal for a husband and wife team or a single working owner. Or as an addition to an existing food service business. Easy to run. Cupcakes prepared daily and to order. Plenty of room to expand the offerings to include other baked goods such as cookies, pies, tarts, sweet rolls, croissants, etc. Customers order on-line or by phone, or grab and go home or back to work. Some indoor seating. All recipes included. Free training. Color brochure with market and demographic analysis by e-mail.

FINANCIAL:

	2013 Projection	2012 tax return	2011 tax return
Revenues	\$51,364	\$58,596	\$73,071

GENERAL:

	Inventory:	\$250	
	Furniture, Fixtures & Equipment (FFE)	\$20,000	<< included in price
	Total Assets:	\$20,250	<< included in price

List Price: \$35,000**Down Payment: \$35,000****CONTACT:****Dick Naedel****(239) 250-3133****Dick@SAGEFLA.com**

IF YOU WOULD LIKE TO RECEIVE MORE DETAILS OR A PROSPECTUS ON THIS BUSINESS INCLUDING FINANCIAL DATA, PHOTOS, etc. BY RETURN E-MAIL—

Please fill-in the Confidentiality Agreement (next page) :

- ① Print name(s) of Prospect(s)
- ② Signature(s)
- ③ Date signed
- ④ Telephone number (cell phone if preferred)
- ⑤ Street Address, City, State, Zip
- ⑥ E-mail address (important)

FAX back to: **1-(866) 848-5898**

(no cover sheet necessary)

TO: Dick Naedel, Business Broker

FAX: 1-(866) 848-5898



FLORIDA BUSINESS BROKERS ASSOCIATION
STANDARD CONFIDENTIALITY / DISCLOSURE STATEMENT
TRANSACTION BROKER

1 (print name) and/or

assigns, herein known as PROSPECT, acknowledges and agrees that PROSPECT approached Dick Naedel of SAGE Commercial Properties & Business Brokerage, Inc., 9130 Galleria Court, Naples, FL 34109, a TRANSACTION BROKER (BROKER), and that BROKER was the first to advise PROSPECT of the availability of and details concerning the following business opportunities and real properties:

Table with 3 columns: LISTING #, BUSINESS TYPE, BUSINESS DESCRIPTION. Row 1: 9400823, Food Service, Boutique Cupcakery in Naples FL

PROSPECT understands and agrees that all dealings concerning said business opportunity will be handled through BROKER and that BROKER HAS ENTERED INTO AN AGREEMENT FOR PAYMENT OF A COMMISSION WITH THE SELLER. PROSPECT further agrees that information received with respect to the above-mentioned opportunity will be kept in strict confidence, will not be used to compete with the SELLER and that PROSPECT shall not disclose this information to any person, excluding those parties specifically involved in the transaction itself and the PROSPECT'S sole purpose in seeking information about the business is to purchase a business.

All data on business opportunities are provided for information purposes only. No representation is made by BROKER as to the accuracy of the data provided. BROKER encourages PROSPECT to thoroughly review and independently verify to PROSPECT'S own satisfaction that the data provided are substantially representative of the business activity of the SELLER and can be relied upon when considering the purchase of said business opportunity of SELLER.

In the event that PROSPECT discloses the availability of said designated business opportunity of SELLER to any third party and this third party purchases the business without the BROKER, then PROSPECT, in addition to the remedies specified herein above, will also be responsible for the payment of BROKER'S compensation which would have been payable on the listed selling price or minimum compensation, whichever is greater.

PROSPECT agrees that he will not within two years from this date deal directly or indirectly with the SELLER without the BROKER'S written consent and should the PROSPECT do so directly or indirectly and a sale, management agreement, lease or other financial arrangement, including leasing the SELLER'S premises from the SELLER or Landlord is consummated, the PROSPECT shall be liable for all and any damages which the BROKER may suffer, including but not limited to the compensation which would have been payable on the listed selling price or minimum compensation, whichever is greater and PROSPECT further agrees in terms of Section 475.42(1)(j) of the Florida Statutes, the BROKER at BUYER'S expense shall have the right to place any appropriate lien and encumbrance on the business and real estate or both, necessary to collect any compensation and this shall be the necessary authorization and consent as is required by the Statute.

This Contract shall be governed by the laws of the State of Florida and the parties and the Broker specifically agree as a matter of substance and express their intention to submit any controversy or claim arising out of or relating to this contract, or the breach thereof, to resolution by taking any controversy or claim to a Court of Competent Jurisdiction and to file a suit at law and/or in equity. The parties agree that jurisdiction and venue with venue for the entry of judgment upon said judgment shall be in Collier County, Florida.

The SELLER is the intended beneficiary of all covenants of Prospect, which benefit the SELLER, including without limitation, the covenants concerning the use of information disclosed to Prospect, and may bring an appropriate action to enforce such covenants. The Prospect acknowledges receiving a copy of this document. An electronic transmission of this document and any signatures shall be considered for all purposes as originals.

Signature lines for PROSPECT (1) with numbered markers 2, 3, 4, 5, 6. Includes fields for TELEPHONE NUMBER, STREET, CITY, STATE, ZIP, and E-MAIL.