

Acquisition Opportunity

DERD – Multi-Unit Fast Casual Restaurant Brand

Location: DFW

Multi-Unit Fast Casual Restaurant Brand available for Acquisition. This brand fills a gap between fast food and fine dining. They focus on serving premium ingredients at a fair value. The business evolved after the Covid-19 period to better position themselves with the growing popularity of third-party delivery services and the new ways restaurants were forced to adjust. The seller is an investment group and they are hands off with day-to-day operations. There is an Operations Manager that will need to be replaced who runs the day-to-day operations

ASKING
\$4,500,000

Top Details/Business Activity

- Over 10 years in business
- Average Non-Catering order of \$23
- Average catering order of \$345
- Every location has a GM
- Operations Manager runs day to day activities – Buyer will need to replace or take over role
- Diverse customer base
- Growing catering business accounts for 16% of revenue
- Bank financing is available to borrowers that have a requisite background as dictated by the bank

Strengths

- Continually ranked as one of the best brands in the area
- Growing catering business
- Simplicity of Operations
- Experienced workforce with low turnover
- Clean Financials

Weaknesses

- Distracted Ownership
- Owners haven't focused on marketing in several years

Marketing Strategy

- The company doesn't do any marketing. All growth comes from word of mouth or repeat customers.

Reason for selling:

- The owners are looking to sell because they do not focus enough time or energy on this business. It is slightly outside of their core business. They have determined that they are doing a disservice to the brand to not invest the necessary energy into growing this brand.



Key Indicators (Accrual Basis):

Year (Financial Year End: XX/XX)	2022 P&L \$'000	2021 Tax Returns \$'000	2020 Tax Returns \$'000	2019 Tax Returns \$'000
Revenue	5,813	4,662	4,779	5,308
Gross Profit	2,457	2,874	2,967	3,422
Adj. EBITDA*	1,005	1,177	726	905

*Profit before interest, tax, depreciation, amortization (non-cash items) including owner salary, one-time and discretionary expenses.

Included in offering:

- Inventory: up to \$30,000
- Assets: \$400,000
- Sellers will pay off all liabilities at closing.

Business Days and Hours

- Monday - Friday: 9am to 9pm
- Saturday - Sunday: 9am to 9pm

Employees:

- The Company has a total of 30 full time employees and 20 part time employees. The key employees are a General Manager at each location

Support and Training

The Owner genuinely desires an effective business transition with seamless customer service through to the buyer. They will train a buyer for 30 days. An additional consulting contract can be obtained.

Next Steps

- In order for us to release the Confidential Information Memorandum, complete the Non-Disclosure Agreement and Buyer Profile and return to:

Dwayne Evans Managing Director
Dwayne@thevantgroup.com
617-767-6235

CORPORATE/INVESTMENT GROUP CONFIDENTIALITY AGREEMENT

Muti-Unit Fast Casual Restaurant Brand Asking \$4,500,000

1. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned ("The Recipient") enters into this Confidentiality Agreement with and for the benefit of The Vant Group ("the Broker").
2. The Broker has attached hereto or has provided or may subsequently provide to the Recipient in connection herewith certain technical, financial, and/or business information (collectively the "Information") regarding the Company (as above designated) to facilitate an evaluation by the Recipient whether to acquire the Company or stock or assets thereof. The Recipient acknowledges that the Information is highly confidential and proprietary to the Company.
3. The Recipient shall not at any time, without prior written consent of the Company, furnish, copy, reproduce or distribute, in whole or in part, directly or indirectly, the Information to anyone, except Recipient's financial advisors and investors, who may be furnished with the Information for the sole purpose of advising the Recipient as to the structure of any proposed purchase of the Company (or its stock or assets), and it will keep permanently confidential the Information and will use the Information only for the purpose set forth above. The Recipient shall be under no obligation to maintain as confidential any information which (a) Recipient can show by legally sufficient written evidence was in its possession prior to disclosure by the Broker and/or the Company; or (b) becomes generally available to the public in tangible form other than by acts or omissions of Recipient; or (c) is lawfully obtained from a third party. The Recipient shall not contact the Company to discuss the sale or purchase of the Company or the Information without prior written consent of the Broker.
4. The Recipient hereby indemnifies and holds harmless the Broker, and its agents, representatives, employees and attorneys, from and against any and all claims, liabilities, actions, causes of action and damages, arising from or relating to any injury or loss arising out of, from, or attributed to the transactions or matters subject hereof, or the actions, omissions, wrongful conduct or other breach of this Confidentiality Agreement by Recipient, which indemnification shall include, without limitation, reimbursement of attorney's fees and expenses incurred by the Broker in connection herewith.
5. The Recipient shall not enter into any agreement for the purchase of the Company or its stock or assets unless said agreement contains a provision wherein the parties thereto acknowledge that the Broker is the procuring cause of such agreement and the Broker is entitled to a broker's commission as agreed upon by the Company and the Broker.
6. While the Information is believed to be accurate, it is subject to change, error or withdrawal of offering, without notice. The Company and the Broker expressly disclaim any and all liability for representations or warranties, expressed or implied, contained in the Information, or, for omissions from it. The Company reserves the right to require the return of the Information at any time.
7. A facsimile transmission of this document is legal and binding.
8. The Recipient warrants that the undersigned is a duly authorized by the company to enter into binding legal contracts on its behalf.
9. This Agreement contains the entire agreement between the parties hereto with regard to the subject matter hereof. If one or more of the provisions contained herein shall be held to be invalid, illegal or unenforceable, the balance of this Agreement shall remain in full force and effect. This Agreement shall be binding upon the parties' heirs, successors and assigns, where permitted. This Agreement may not be assigned by the Recipient without the prior written consent of the Broker. No ambiguity herein shall be resolved presumptively against any party. This Agreement shall be construed in accordance with the laws of the State of Texas, and the obligations of the parties are performable in Dallas, County, State of Texas, where venue shall lie for any actions brought hereunder.

RECIPIENT:

Company Name

Street

Signature

City State Zip

Print Name

Phone

Date: _____

Fax