

Friday, September 22, 2017

NDA For BizBen.com Posting #225802 - ID# PA1609

**Fine Event Catering - Los Angeles**

Directions: Please Print Out This NDA And Return To:

Fax To: Rich Schammel at 855-732-0050, Email To: rschammel@ventureibg.com

Problems/Questions? Call Rich Schammel at 626-449-1550 X101



**CONFIDENTIALITY AGREEMENT & PROFILE**

180 S. Lake Ave., Suite 205  
Pasadena, CA 91101

(626) 449-1550 • (877) 549-7870

Fax: (855) 732-0050

CA BRE Lic # 01476657

This BROKER / PURCHASER AGREEMENT is entered into between Venture Investors Business Group, Inc., (VIBG) and the undersigned prospective purchaser (hereafter "PURCHASER") of a business offered for sale through VIBG. "SELLER" shall refer to any business entity being offered for sale, as well as the principals of such entity. VIBG and PURCHASER agree as follows:

**NON-DISCLOSURE OF INFORMATION:** The undersigned acknowledges that Seller desires to maintain the confidentiality of the information disclosed. The undersigned agrees with Broker not to disclose or permit access to any Confidential Information without the prior written consent of Seller, to anyone other than Buyer's employees, legal counsel, accountants, lenders or other agents or advisors to whom disclosure or access is necessary for Buyer to evaluate the Business. Disclosure of Confidential Information shall be made to these parties only in connection with the potential acquisition of the Business, and then only if these parties understand and agree to maintain the confidentiality of such Confidential Information. The undersigned shall be responsible for any breach of this Agreement by these parties, and neither Buyer nor these parties shall use or permit the use of Confidential Information in any manner whatsoever, except as may be required for Buyer to evaluate the Business or as may be required by legal process. If the Buyer does not purchase the Business, Buyer, at the close of negotiations, will destroy or return to Broker (at Broker's option) all information provided to Buyer and will not retain any copy, reproduction, or record thereof.

**DEFINITION OF "CONFIDENTIAL INFORMATION":** The term "Confidential Information" shall mean all information, including the fact that the Business is for sale, all financial, production, marketing and pricing information, business methods, business manuals, manufacturing procedures, correspondence, processes, data, contracts, customer lists, employee lists and any other information whether written, oral or otherwise made known to Buyer: (a) from any inspection, examination, or other review of the books, records, assets, liabilities, processes, or production methods of Seller; (b) from communication with Seller or its directors, officers, employees, agents, suppliers, customers or representatives; (c) during visits to Seller's premises, or (d) through disclosure or discovery in any other manner. However, Confidential Information does not include any information which is readily available and known to the public.

**DISCLAIMER OF BROKER'S LIABILITY AND BUYER'S RESPONSIBILITY:** When business brokers take a business to market they receive information about the business from the seller, usually including but not limited to tax returns, financial statements, equipment lists and facilities leases. Based on information provided by the Seller, brokers often prepare a summary description of the business which may include a cash flow projection, an adjusted income statement, or a seller discretionary cash flow statement. Buyer understands that the Broker does not audit or verify any information given to Broker or make any warranty or representation as to its accuracy or completeness, nor in any way guarantee future business performance. Buyer is solely responsible to examine and investigate the business, its assets, liabilities, financial statements, tax returns, and any other facts which might influence Buyer's decision to purchase or the price Buyer is willing to pay. Any decision by Buyer to purchase the Business shall be based solely on Buyer's own investigation and that of Buyer's legal, tax and other advisors. **Broker urges Buyer to obtain independent legal and tax counsel.**

**NON-CIRCUMVENTION AGREEMENT:** The Seller has entered into an agreement providing that Seller shall pay a fee to listing broker if during the term of that agreement or up to twenty-four months thereafter, the Business is transferred to a buyer introduced by listing broker or a cooperating broker. Buyer shall conduct all inquiries into and discussions about the Business solely through Broker and shall not directly contact the Seller or the Seller's representatives. Should Buyer purchase all or part of the stock or assets of Business, acquire any interest in, or become affiliated in any capacity with Business without Broker's participation, or in any way interfere with Brokers' right to a fee, Buyer shall be liable to listing broker or cooperating broker for such a fee and any other damages including reasonable attorney's fees and costs.

**FURTHER TERMS:** Neither Buyer nor Buyer's agents will contact Seller's employees, customers, landlords or suppliers without Seller's consent. For three years, Buyer shall not directly or indirectly solicit for employment any employees of Seller. Purchaser acknowledges that Broker is an agent of the Seller and is operating in the best interest of the Seller. It is recommended that Purchaser seek their own representation. Seller is specifically intended to be a beneficiary of the duties and obligations of this Agreement and may prosecute any action at law or in equity necessary to enforce its terms and conditions as though a party hereto. Seller may assign this Agreement to any new ownership of Business. This Agreement can only be modified in writing, signed by both Broker and Buyer. Waiver of any breach of this Agreement shall not be a waiver of any subsequent breach. This Agreement supersedes all prior understandings or agreements between the parties with respect to its subject matter. This Agreement shall be construed under and governed by the laws of the State of California. If Buyer is a corporation, partnership, or other such entity, the undersigned executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so. **Buyer acknowledges receipt of this Agreement.**

**Business Description:** Fine Event Catering - Los Angeles **Date:** September 22, 2017

SOHO TACO Gourmet Taco Catering LLC  
c/o Rico Revilla, Manager & Authorized Rep

**Purchaser (Print Name)**

**Signature of Purchaser**

132 E Dyer Rd

**Address**

Santa Ana, CA 92707

**City State Zip**

(714) 793-9392

**Telephone Number**

info@sohotaco.com

**Email Address**

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**Confidential Purchaser Profile**

When selling a business, business owners are asked to reveal information that is confidential and sensitive, often including the very fact that their business is for sale. Therefore, they have asked us to screen potential Purchasers to determine if they have the financial and managerial capabilities to complete the purchase of their business. A seller is never shown this information, nor is anyone else - we maintain it in strict confidence. We will only use this document to determine which businesses fit your criteria. Please fill out this brief profile sheet and fax it back to us. Until we receive your fax with the both the Purchaser Profile and Confidentiality Agreement completed **in their entirety**, we are unable to give out specific information regarding businesses we have available. Thanks for your understanding and cooperation, we are looking forward to helping you find a business.

SOHO TACO Gourmet Taco Catering LLC  
NAME: c/o Rico Revilla, Manager & Authorized Rep ADDRESS: 132 E Dyer Rd  
City: Santa Ana State: CA Zip: 92707  
Home Phone: (714) 793-9392 Work Phone: (714) 793-9392 Cell Phone: (714) 794-8521  
Fax Number: (714) 793-9402 E-Mail: info@sohotaco.com or rico@sohotaco.com  
Current Business / Employer Name: SOHO TACO Gourmet Taco Catering LLC  
Description of this Business: Gourmet taco cart catering and food truck

Your Position: Manager / Owner Number of Years – With Firm/In Position: Seven (7) years

Please describe other businesses that you have owned and/or employment experiences that would contribute to your probability of success with this opportunity: Founded gourmet taco catering business which is still operating

If you own a business, do you need to sell it before your purchase another business? No

How long have you been looking for a business? 1 mo How soon do you plan to buy? Depends on Opportunity

Are you planning to work in the business your purchase? Yes How many hours per week? Varies

When we find a business for you, when would you be able to start operating it? Depends on Opportunity

What is the MINIMUM amount of INCOME the business needs to make *INCLUDING* your salary? (Gross Annual Income, i.e. your salary or income from the business): N/A

What is the total amount of funds you currently have for a down payment? \$300,000

Source: Savings Available in: Immediately Days.

Comments or other info: We are SOHO TACO, a gourmet taco cart catering and food truck business located in Orange County. We are currently looking to expand our operations in Los Angeles County, specifically in the City of Los Angeles. We look forward to hearing from you.