SAGE Commercial Properties & Business Brokerage

9130 Galleria Court ● Naples, Florida 34109
Phone (239) 877-3394
FAX 1-(866) 225-0457
www.SAGEFLA.com

BUSINESS for SALE

WHOLESALE ICE CREAM MANUFACTURER & RETAIL STORE in SWFL

FBBA#: 9400715

DESCRIPTION :

Established wholesale ice cream manufacturer and distributor of quality ice cream, yogurt and related products. (Not a franchise--no fees to pay.) They produce over 100 premium flavors in 2-gallon tubs for sale to Hotels, Retirement Communities, Country Clubs and Ice Cream stores. Over 65 wholesale accounts in Southwest Florida--serving Naples, Ft. Myers, Cape Coral, Bonita Springs and Marco Island. They introduce their products to the public at their retail ice cream store located in a local Class A shopping center. Complete turn key operation to make, sell and deliver quality ice cream products. Some owner financing available. Training included. Color brochure available by e-mail.

FINANCIAL:

	2009 Projected	
Revenues	$239,720	
Owner's Benefit:	$52,120	
Inventory	$1,000	<<included in price
Furniture & Equipment	$150,000	<<included in price
Total Assets:	$151,000	

GENERAL:

List Price: $129,200

Down Payment: $129,200

Building type: shopping center
Square Feet: 1600
Premises for Sale or Leased ?: leased

CONTACT:

Dave Crisovan **(239) 877-3394** ***DCrisovan@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) 225-0457**

(no cover sheet necessary)

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TO: Dave Crisovan

1-(866) 225-0457

SAGE Commercial Properties & Business Brokerage

FCBBA Florida Cooperating Business Brokers Association

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 **Dave Crisovan** 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:

LISTING #	BUSINESS TYPE	BUSINESS DESCRIPTION
9400715	Food Service	Ice Cream Manufacturer Wholesale/Retail in SW 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. In the event that PROSPECT violates this confidentiality covenant or any other covenant herein with respect to SELLER, then BROKER, Listing BROKER and SELLER shall be entitled to all remedies provided by law, including but not limited to injunctive relief and damages. The same remedies shall be afforded and available to the BROKER in the event that the PROSPECT and/or the SELLER circumvent the BROKER. BROKER shall be deemed to include all and any other BROKERS with whom BROKER is co-operating.

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. PROSPECT acknowledges that PROSPECT has been advised to seek the independent counsel of an attorney and/or an accountant to verify the information supplied to BROKER by SELLER and to examine any and all applicable documentation relevant to the transaction.

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. BUYER further grants BROKER a security interest under the FLORIDA UNIFORM COMMERCIAL CODE in and to all furniture, fixtures, inventory, accounts receivable and general tangibles of the BUSINESS as security for such commissions due in the future arising out of any options which a BUYER may subsequently exercise and authorizes BROKER to file this Agreement as a financing statement to perfect such security interest. For the purpose hereof the prospect shall include any corporation, which the BUYER may use to purchase the said business.

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 court is directed to award the expenses of the lawsuit, all reasonable attorney's fees and costs, to the prevailing party in the lawsuit. No action shall be entertained if filed more than two years subsequent to the date the cause (s) of action actually occurred regardless of whether damages were otherwise as of said time calculable. The Broker shall be entitled to all information and copies of all documents relating to the lawsuit from the parties. In any event the Broker shall be entitled to a copy of all filings, pleadings and rulings within 5 days after such papers are issued.

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.

2 _____ 3 _____	
PROSPECT (1) [Signature] DATE	PROSPECT (1) [Signature] DATE
4 _____	
TELEPHONE NUMBER	TELEPHONE NUMBER
5 _____	
STREET	STREET
CITY STATE ZIP	CITY STATE ZIP
6 _____	
E-MAIL	E-MAIL

Broker: SAGE Commercial Properties & Business Brokerage, Inc. ● 9130 Galleria Court ● Naples, FL 34109
Phone: **(239) 877-3394** **FAX**: 1-(866) 225-0457 **Agent Sending**: **Dave Crisovan**