



Specialty Lenders, Ltd • Specialty Liquor License Brokers • Specialty Bar & Restaurant Brokers
Specialty Real Estate, Ltd. • Specialty Insurance and Accounting Services

INTRODUCTION TO PURCHASING A BAR/RESTAURANT OR BEER DISTRIBUTOR

Owning your own bar/restaurant is many people's life-long dream and it is our company's goal to help you turn that dream into a reality. However, is it right for you at this time? We, at Specialty Group, do not want to only put people behind bars and into restaurants; we want those people to be successful once they are there!

The completion of the following documents is the first step towards finding a bar/restaurant or beer distributor opportunity through Specialty Group. This information will help us to understand your interests, experience, and available resources.

All information provided is confidential. It is used only for the purposes intended and is not shared with any party outside of Specialty Group.

1. **Am I Ready? Questionnaire** – This questionnaire will help us and more importantly, you, determine if you have thought through some of the larger initial decisions required of a bar/restaurant owner but also if you are financially prepared and qualified to move forward. Please sign at the bottom and date.
2. **Confidential Buyer Registration Profile** – Please fill out so we will have a clear understanding of your wants and needs so that we may focus on finding the right place for you, either now or in the future.
3. **Confidentiality Disclosure** – Disclosures are valid for one year. If you have a partner/spouse who will also be looking at the information, please have them sign the right hand side of the Disclosure. Please sign at the bottom and date.
4. **Consumer Notice** – Pennsylvania Real Estate Commission requires all prospective buyers to sign this document before any substantial conversation can take place. Please sign at the bottom and date.

Once we have received this information back from you and our Broker has reviewed it, we will contact you to discuss what we feel is the next best step.

Once you have qualified as a potential buyer, we will schedule you to come into our office to meet with our Broker. We have found over our 25+ years in the bar/restaurant industry that meeting with potential buyer's face-to-face leads to better results for all parties involved. At that time you will be able to discuss with the Broker any listing we have that may be a fit for your concept. Please note that we will need to see a valid form of ID at the onset of your initial meeting with the Broker.

On the other hand, if we feel that your situation dictates that you are not qualified for purchasing a business yet, we will not turn our backs on you! In fact, you have found just the right company to help guide you. We would suggest that you schedule an appointment to come into our office for a "Restaurant 101 Meeting." In this meeting we can give you an introduction to the process of purchasing and operating a bar/restaurant in addition to taking the time to discuss with you the necessary steps you must take in order to prepare yourself for a purchase such as this.

We'd like to thank you for taking the time to contact Specialty Group. We are truly looking forward to working with you and hope that we can help you make your dreams come true.

AM I READY? QUESTIONNAIRE

Previous Experience / Plan for Future Operation

1. Do you currently own a restaurant or other business?

If so, what type of business or restaurant do you own?

2. Have you owned a restaurant or other business in the past?

If so, what type of business or restaurant have you owned?

3. Are you currently employed?

If so, where are you employed?

4. Do you have any food & beverage related work experience?

If so, what kind of experience have you had?

5. Do you have any formal education in culinary, hospitality, food service, etc.?

If so, where did you receive your education?

6. What are your goals and/or reason for buying a restaurant type business?

7. Who will be responsible for daily operations?

8. How long have you been looking for a business?

How soon would you like to purchase a business?

9. Do you have a business plan?

10. Businesses previously considered:

11. Have you or are you working with any Brokers?

If yes, whom?

Have you signed a Buyer Representation form?

Funds / Financing

1. Are you in a position to acquire a business right now?

If not, please explain:

2. Have you previously made an offer on any businesses?

3. Are any other parties involved in the decision of purchasing/financing?

If so, please list their names here:

Amount of UNBORROWED FUNDS available for investment from the party(ies)?

Source of funds from the party(ies) for business purchase:

Could you provide support data showing the amount of funds available if needed?

4. Purchasing a business requires a 20% down deposit check in the form of bank funds at the time of making an offer (this can run anywhere from \$15,000 and up depending on the purchase price of the business and the Sellers preferences as some Sellers may require a larger deposit).

Will you have access to cash funds to present at the signing of an offer?

Source of cash for deposit check:

Amount of TOTAL UNBORROWED FUNDS YOU have available for purchase:

Could you provide support data showing the amount of funds available if needed?

5. The remaining 80% of the purchase price will be due in bank funds at the time of the closing (which can be as quickly as one and a half months following the acceptance of the offer).

Will you have access to certified funds to present at the closing?

Source of cash for business purchase:

Will you need to utilize a form of financing?

6. Do you own your home?

Do you have any equity in your home that you could use as collateral?

Would this be an option you would need to consider?

Personal Background / History

1. Are you a U.S. citizen?

If not, what type of permission do you have to be in the United States?

2. Have you been the subject of any bankruptcy filings, assignment or benefit of creditors, or insolvency proceedings of any kind during the last five years, or consulted with an attorney or advisor regarding such proceedings?
3. Is there anything about your personal or business operating or credit history that, if disclosed to the seller, might adversely affect the seller's decision to sell the business to you?
4. Is there any reason why you might be denied any of the necessary licenses or permits to operate this business?
5. Pennsylvania Liquor Control Board has licensing requirements which require criminal background checks. Have you ever been convicted of a felony or misdemeanor?

If yes, please explain:

6. Pennsylvania Liquor Control Board requires that you show where all funds for the purchase of business and liquor license originated.

Will you have any problem showing where your money came from?

I/We certify that all statements made in these documents are true and correct and I/We have provided true and correct statements regarding our financial information, experience, and education.

Signature

Date

Signature

Date

CONFIDENTIAL BUYER REGISTRATION PROFILE

Contact Information

Name: _____

Address: _____

City: _____ State: _____ Zip: _____ email: _____

Telephone: Business: _____ Home: _____
Fax: _____ Mobile: _____

Best Time to Call: _____

How did you hear about Specialty Group?

Website Which website: _____
Newspaper Ad Name of publication: _____
Referral If referral, who referred you to us: _____
Other _____

Target Criteria: (Please check all that apply)

1. What type of business are you looking for?

Restaurant	Deli	Coffee/Esspresso	Other: _____
Bar	Beer Distributor	Pizza	
Night Club	Catering	Bakery	
Fast Food	Ice Cream		

2. Where would you like your business to be located?

North: Cranberry Twp. North Hills Ross/ McCandless / Wexford Butler County _____ (other)	East: Shadyside Squirrel Hill Monroeville Westmoreland County _____ (other)
South: Bridgeville Peters Township South Pointe Mt. Lebanon _____ (other)	Central: Downtown Pittsburgh Strip District South Side Mt. Washington _____ (other)
West: Moon Twp./ Coraopolis Robinson Twp. _____	

3. What type of property scenario would you prefer?

Business Only with a Lease on the Property
Business with Real Estate
Other: _____

4. Size of business:

Small (< 2,500 sq. ft.)
Medium (2,500 – 5,000 sq. ft.)
Large (> 5,000 sq. ft.)



CONSUMER NOTICE

THIS IS NOT A CONTRACT

In an effort to enable consumers of real estate services to make informed decisions about the business relationships they may have with real estate brokers and salespersons (licensees), the Real Estate Licensing and Registration Act (RELRA) requires that consumers be provided with this Notice at the initial interview.

- Licensees may enter into the following agency relationships with consumers:

Seller Agent

As a seller agent the licensee and the licensee's company works exclusively for the seller/landlord and must act in the seller's/landlord's best interest, including making a continuous and good faith effort to find a buyer/tenant except while the property is subject to an existing agreement. All confidential information relayed by the seller/landlord must be kept confidential except that a licensee must reveal known material defects about the property. A subagent has the same duties and obligations as the seller agent.

Buyer Agent

As a buyer agent, the licensee and the licensee's company work exclusively for the buyer/tenant even if paid by the seller/landlord. The buyer agent must act in the buyer/tenant's best interest, including making a continuous and good faith effort to find a property for the buyer/tenant, except while the buyer is subject to an existing contract, and must keep all confidential information, other than known material defects about the property, confidential.

Dual Agent

As a dual agent, the licensee works for *both* the seller/landlord and the buyer/tenant. A dual agent may not take any action that is adverse or detrimental to either party but must disclose known material defects about the property. A licensee must have the written consent of both parties before acting as a dual agent.

Designated Agent

As a designated agent, the broker of the selected real estate company designates certain licensees within the company to act exclusively as the seller/landlord agent and other licensees within the company to act exclusively as the buyer/tenant agent in the transaction. Because the broker supervises all of the licensees, the broker automatically serves as a dual agent. Each of the designated licensees are required to act in the applicable capacity explained previously. Additionally, the broker has the duty to take reasonable steps to assure that confidential information is not disclosed within the company.

- In addition, a licensee may serve as a Transaction Licensee.

A transaction licensee provides real estate services without having any agency relationship with a consumer. Although a transaction licensee has no duty of loyalty or confidentiality, a transaction licensee is prohibited from disclosing that:

- The seller will accept a price less than the asking/listing price,
- The buyer will pay a price greater than the price submitted in the written offer, and
- The seller or buyer will agree to financing terms other than those offered.

Like licensees in agency relationships, transaction licensees must disclose known material defects about the property.

- Regardless of the business relationship selected, all licensees owe consumers the duty to:
 - Exercise reasonable professional skill and care which meets the practice standards required by the RELRA.
 - Deal honestly and in good faith.
 - Present, as soon as practicable, all written offers, counteroffers, notices and communications to and from the parties. This duty may be waived *by* the seller *where* the seller's property is under contract and the waiver is in writing.
 - Comply with the Real Estate Seller Disclosure Law.
 - Account for escrow and deposit funds.
 - Disclose, as soon as practicable, all conflicts of interest and financial interests.
 - Provide assistance with document preparation and advise the consumer regarding compliance with laws pertaining to real estate transactions.
 - Advise the consumer to seek expert advice on matters about the transaction that are beyond the licensee's expertise.
 - Keep the consumer informed about the transaction and the tasks to be completed.
 - Disclose financial interest in a service, such as financial, title transfer and preparation services, insurance, construction, repair or inspection, at the time service is recommended or the first time the licensee learns that the service will be used.
- The following contractual terms are *negotiable* between the licensee and the consumer and must be addressed in an agreement/disclosure statement:
 - The duration of the licensee's employment, listing agreement or contract.
 - The licensee's fees or commission.
 - The scope of the licensee's activities or practices.
 - The broker's cooperation with and sharing of fees with other brokers.
- All sales agreements must contain the property's zoning classification except where the property is zoned solely or primarily to permit single family dwellings.
- The Real Estate Recovery Fund exists to reimburse any person who has obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

Before you disclose any financial information to a licensee, be advised that unless you select a business relationship by signing a written agreement, the licensee is NOT representing you. A business relationship is NOT presumed.

ACKNOWLEDGMENT

I acknowledge that I have received this disclosure.

Date: _____ (Consumer's Printed Name) _____ (Consumer's Signature)

Date: _____ (Consumer's Printed Name) _____ (Consumer's Signature)

I certify that I have provided this document to the above consumer during the initial interview.

Date: _____

Terri Sokoloff _____ (Licensee's Signature) _____ (License #)
 (Licensee's Printed Name)

Adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

NON-DISCLOSURE/CONFIDENTIALITY

This agreement will confirm that on this date, I received from Specialty Real Estate, Ltd. and/or Specialty Bar & Restaurant Brokers (hereinafter collectively referred to as "Specialty Group") certain pertinent and confidential information for my sole personal consideration or for consideration of a company or group, in which I have an interest.

The information and/or records about these businesses obtained by the Undersigned shall not be used for competitive use in any business, present or future. It is understood that information disclosed to others could cause a loss of business, and/or create injury in employee/employer relationships, as the information is extremely sensitive and confidential. The undersigned agrees to caution their attorney and tax advisor as to the need for confidentiality in handling the information that will be provided to them and to seek their help in maintaining the confidentiality agreement.

The undersigned or his representative further agrees, promises and pledges that neither it nor any principals, officers or agents shall circumvent Broker and shall not make any contact directly or indirectly through another broker or attempt to otherwise deal with any source being revealed by Broker. Should any circumvention or contact be made with the sources revealed by Broker, and should this contact or circumvention result in a sale, merger or exchange of the business/property in question, within Twelve (12) months from the date hereof, the undersigned agree to pay as consideration an amount equal to the actual commission due Broker, or twelve percent (12%) of the gross sales price, whichever is more.

The transaction, which you are contemplating, will involve a variety of financial statements and legal documents that bear significantly on your decisions. Our firm does not intend to represent that any of the financial statements or any other material or information supplied by the seller or its agent have been inspected, verified or approved by us.

The undersigned or his representative, by signing below, represents that he or she is not an agent or employee of the Internal Revenue Service or any local state or federal agency or department.

Sellers expect Specialty Group to use discretion and judgment in the release of sensitive business information. Before Specialty Group can share names, locations and detailed information with you, the prospective Buyer; you must agree to the following terms:

- You shall not make or distribute copies of any documents provided to you. In the event you elect not to purchase the Business or any business disclosed to you by Broker, you would promptly notify Broker and immediately return all information provided to you by Specialty Group.
- Unless specifically disclosed otherwise, you acknowledge that you first learned of the business's availability through communication with Specialty Group.
- Unless specifically disclosed otherwise, you acknowledge that you are not working with another Broker at this time nor have you signed a Buyer Representation Agreement with another Broker.
- You agree to conduct all communication with the businesses through Specialty Group. Under no circumstances should you directly contact the owners, employees, landlord, or suppliers of a business unless specifically directed to do so by Specialty Group. All correspondence, inquiries, offers to purchase, negotiations, and closings relating to the purchase of any business presented to me by Broker will be conducted exclusively through Broker.
- A breach of this Confidentiality Agreement could result in real financial and operational hardships for the business owner. If you breach this agreement, access to information about future business opportunities, in which you might have interest and which are represented by Specialty Group, will be denied to you. Furthermore, if you are found responsible for resulting damages to a business, you will be liable for losses incurred by the Seller and Specialty Group, to include legal fees and collection costs.

After you have reviewed this Confidentiality/Non-Disclosure Agreement, please sign this Agreement in the space provided below and agree to be bound by all the terms and conditions contained herein.

ACKNOWLEDGMENT

I acknowledge that I have received this disclosure.

Date: _____

Print (Consumer)

Print (Consumer)

Signed (Consumer)

Signed (Consumer)