

Acquisition Opportunity

AVKR – [Gourmet Wine Bar/Bistro and Event Venue]

Corporation Type: Limited Liability Partnership Location: Dallas NAICS Codes: 312130, 424820 & 722410

The Company is a multifaceted establishment that uniquely combines a winery, wine bar/bistro, and event venue to create a comprehensive wine-centric experience. It offers an array of products and services, including on-site wine consumption, take-home purchases, and wholesale wine sales. Additionally, the venue features extensive event space rentals, complete with full food service and specialized catering for various events. This integration makes it a prime destination for wine enthusiasts and a versatile locale for hosting both casual and formal gatherings.

ASKING
\$1,200,000

Top Details/Business Activity

- **Business Model:** Winery, wine bar/bistro, and event venue, offering comprehensive services including wine sales, space rentals, and catering to create a full wine experience.
- **Longevity:** Since its establishment in 2005, the company has been a community mainstay for nearly 20 years.
- **Established Brand:** It maintains an excellent reputation for delivering outstanding products and services.
- **Assets:** Included in the sale are fixed assets valued at \$693,000, inventory worth \$468,000, and \$39,000 in Accounts Receivables.
- **Stable Revenues:** The company has consistently generated an average gross revenue of \$1.4 million over the last four years.
- **Event Space Rental Growth:** Over the past five years, event space rentals have seen a compound annual growth rate of 6%.
- **Training:** The sellers are committed to a seamless transition and will provide three months of training at no charge.

Strengths

- Established History and Longevity
- High Rate of Repeat Customers
- Robust Community Support and Following
- Successful Retention of Staff
- Commitment to Work-Life Balance

Weaknesses

- Absence of a Defined Exit or Transition Plan
- Rising Costs of Wine
- Escalating Labor Expenses
- Lack of Strategy for Entering New Markets
- Requirement for Innovative Ideas

Marketing Strategy

- The company has intensified its focus on Google and SEO strategies, significantly boosting its online visibility. This enhanced online presence has led to an increase in event bookings. These efforts have effectively expanded its digital footprint and market reach.

Reason for selling:

- The owners have owned and operated the business for nearly 20 years and are now ready to explore new ventures and opportunities. Eager to transition their focus, they are prepared to embark on different endeavors.

Key Indicators (Accrual Basis):

Year (Financial Year End: 12/31)	2024 Annualized \$'000	2023 \$'000	2022 \$'000	2021 \$'000	2020 \$'000	2019 \$'000
Revenue	1,554	1,588	1,585	1,406	895	1,643
Gross Profit	958	1,116	1,118	850	521	1,141
SDE*	(73)	13	83	113	(184)	(6)

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

Included in offering:

- Working Capital (Accounts Receivables): \$39,000
- Inventory: \$468,000
- Fixed Assets: \$693,000

Business Days and Hours

- Monday: Closed
- Tuesday – Thursday: 3:00 pm to 10:00 pm
- Friday: 2:00 pm to 11:00 pm
- Saturday: 1:00 pm to 11:00 pm
- Sunday: 3:00 pm to 9:00 pm

Employees:

- The Company employs a total of 23 staff members, including key positions such as a Director of Operations, a Chef/Kitchen Manager, a Tasting Room Manager, and an Assistant Manager.

Support and Training

- The Owners genuinely desires an effective business transition with seamless customer service through to the buyer. They will train a buyer for 90 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:

Anthony Cullins, Partner

anthony@thevantgroup.com

(972) 458-8989 ext.124



CORPORATE/INVESTMENT GROUP CONFIDENTIALITY AGREEMENT

Gourmet Wine Bar/Bistro and Event Venue Sale Price & Down Payment: \$1,200,000

1. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned ("The Recipient") enters into this Confidentiality Agreement with The Vant Group, Inc., a Texas corporation ("the Broker") and for the benefit of the Broker's client (the "Company") that shall be identified by the information disclosed under this Confidentiality Agreement.
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, investors, tax advisors and attorneys, 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 Recipient 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