

**AVAILABLE for ACQUISITION**  
**Pharmacy & General Store**  
**Eastern Oregon**

**BUSINESS ACTIVITY:** Owner's have developed many profit centers and has evolved over time to become the general store of the area. The following is a brief description of the products that are available to the customer.

**Pharmaceuticals:** Also referred to as a medicine or medication, can be loosely defined as any chemical substance - or product comprising such - intended for use in the medical diagnosis, cure, treatment, or prevention of disease.

**Over the Counter Goods:** The owner has an in-depth selection of products that include vitamins, holistic and homeopathic medicines, cough medicines, aspirin, ECT... and beauty products.

**Hardware:** The store has vast assortment of hardware products that will take care of most home owners needs. These products vary household hardware for home improvement including: fasteners, hand tools, power tools, keys, locks, hinges, chains, plumbing supplies, electrical supplies, tools, utensils, paint, and lawn and garden products directly to consumers. This department also includes hunting and fishing supplies, plants and nursery products, marine and boating supplies, pet food and supplies and canning supplies.

**Giftware:** The owner has developed over the years a product mix of quality gifts, home décor, fine chocolates, fine wines, specialty beer, small kitchen appliances, educational toys, gift novelties, greeting cards and seasonal items, i.e. Christmas decorations. These products have high margins are in many cases impulse purchases. In addition, specialty food products are sold such as teas, pasta's, soup mixes, dips and much more.

**OLCC:** This Company is one of the oldest liquor store retailers in the state. This business location is the only establishment within a 15 mile radius to purchase hard liquor. Not only do they service the individual but also local bars and restaurants. An application will have to be submitted to the OLCC for State approval.

**HISTORY:** In 1980 the Owner's sold their house and purchased this business by taking their life savings and with a small Owner carry, they took over the business. This store had been around since the 1930's under different ownerships.

The Owner's understood that they needed to be more important to their customer base. Product lines were identified that were missing from the area. The first product line that the business expanded into was hardware goods in 1984 and simultaneously changed the name of the business to what it is today.

The Owner's are proud of what they have accomplished. They were able to live in a community that was safe for their children and earned an income that is going to carry them through retirement. They are seeking a Buyer who has the same standards of ethics, honesty, and fair dealing they have exhibited throughout their history. Equally important is a buyer who understands and can maintain the level of quality products and service to the customer and wants to be part of the community.

**SALES AND SELLER'S DISCRETIONARY CASH FLOW:**

	FY 2012 ACT.	FY 2011 ACT.	FY 2010 ACT.	FY 2009 ACT.
REVENUES	\$600,984	\$596,795	\$657,989	\$644,434
MARGINES	29.06%	28.34%	29.08%	28.05%
SDCF	\$69,912	\$61,930	\$81,006	\$68,227

**MARKETING STRATEGY:** The Company has a current marketing strategy in place. They have relied on their location, community involvement, yearly sales events and word of mouth to grow the sales. The owners have identified 5 growth opportunities that they believe could increase sales substantially.

**DAYS AND HOURS:** Monday through Saturday with hours from 9:00 am to 6:00 pm. The pharmacy is open Monday through Thursday from 9:00 am. to 6:00 pm.

**EMPLOYEES:** The business has 2 fulltime and 2 part-time employees. The key employee has over 10 years of service to aid in the transition.

**FACILITIES:** The business is located in a 5,000 sq ft retail building. The current lease is \$2,000 per month. This business is located in a downtown area with a strong pedestrian shopping environment. The property is available for \$220,000.

**REASON FOR SALE:** The Owner's are at retirement age and would like to spend more time with their family.

**TERMS:** This is a SBA transaction with Buyer's cash infusion of \$60,000 and Commercial Lending of \$240,000. The term of the SBA loan is for 10 years at an interest rate of 6.00% with payments of \$2,664.50 per month with total yearly debt service of \$31,974.

**DIRECTIONS:** Contact Bill Billingsley for more information at (503) 233-8600 or e-mail [billb@thecbbgroup.com](mailto:billb@thecbbgroup.com). No additional information will be released until the buyer has been pre-qualified by the Broker.

NOTE: THE BROKERS HAVE MADE NO INVESTIGATION OR VERIFICATION OF THE INFORMATION PRESENTED HEREIN

**The CBB Group, Inc**  
10722 SE 55<sup>th</sup> Avenue, Milwaukie, Oregon 97222  
Telephone: (503) 233-8600 Facsimile: (503) 501-4848  
[www.thecbbgroup.com](http://www.thecbbgroup.com)

## NON-DISCLOSURE AGREEMENT—Pharmacy & Hardware Store

[Name] \_\_\_\_\_ ("Recipient")

Seller is willing to disclose Confidential Information to Recipient so that Recipient can evaluate a possible purchase of certain business assets (the "Transaction"), but only on the conditions stated in this agreement. Recipient acknowledges that the Confidential Information is of inherent substantial commercial value and has resulted from the investment of considerable time and expense by Seller and Recipient's receipt of same from Seller will place it in a position of having thereby acquired a significant amount of information about Seller, its business affairs, finances, customers, products, and the potential thereof, and consequently greater knowledge and additional advantage than would be otherwise available to Recipient. In consideration of the release of Confidential Information by Seller to Recipient, Recipient, intending to be legally bound, agrees that:

1. Recipient will keep confidential any nonpublic information about the Transaction or about Seller's existing or proposed business, products, or services ("Confidential Information"). Confidential Information may be written, oral, observed during facility tours, embodied in product samples, or in other forms and may or may not constitute the basis of a patentable invention. Examples of Confidential Information are (a) financial information, (b) business plans, (c) development, manufacturing, and pricing information, (d) marketing, customer, and supplier information, (e) the fact that Seller is considering or negotiating the Transaction, and (f) the terms and status of any proposed agreement.
2. Recipient will protect Confidential Information from disclosure by using reasonable care and at least the same care Recipient uses to protect its own Confidential Information. Recipient will notify Seller immediately of any disclosure of Confidential Information not permitted by this agreement, and will cooperate fully with Seller to recover it and limit its dissemination.
3. Recipient may disclose Confidential Information only to such of its directors, shareholders, employees, and advisors, who need to know Confidential Information to evaluate the Transaction and are obligated to comply with the restrictions imposed on Recipient by this agreement ("Reviewing Personnel"). A breach of this agreement by any Reviewing Personnel will be deemed a breach by Recipient. The representatives of any limited liability company, corporation or other kind of entity understand and agree that this agreement extends to them personally and not only in their representative capacity. Recipient shall deliver a signed copy of this agreement to each Reviewing Personnel at the time the Reviewing Personnel first receives any Confidential Information.
4. Recipient will not use or allow Reviewing Personnel to use Confidential Information, except to evaluate and negotiate the Transaction. Recipient will cease all use of Confidential Information at Seller's request. Seller retains ownership of all Confidential Information.
5. Recipient will promptly advise Seller of any decision not to proceed with the Transaction. Upon making such a decision, Recipient will either destroy the Confidential Information and all copies thereof or will return all materials furnished by Seller that contain Confidential Information to The CBB Group, Inc, 10722 SE 55<sup>th</sup> Avenue, Milwaukie Oregon 97222, and will destroy or deliver to Seller any other materials containing or referring to Confidential Information, including materials prepared by Recipient. Recipient will state in writing under oath that it has complied with this section.
6. This agreement does not apply to Confidential Information that: (a) is or becomes publicly available through no fault of Recipient or Reviewing Personnel; or (b) is or has been received in good faith by Recipient without restriction on use or disclosure from a third party having no obligation of confidentiality to Seller; or (c) is or has been independently developed by Recipient without reference to Confidential Information received from Seller, as evidenced by Recipient's written records.
7. The fact that portions of Confidential Information may be publicly available or otherwise not subject to this agreement will not affect Recipient's obligations with respect to the remaining portion or with respect to the particular formulation or compilation disclosed by Seller.
8. If Recipient is required by judicial or administrative process to disclose Confidential Information, Recipient will promptly notify Seller and allow Seller a reasonable time to oppose such process. If disclosure is nonetheless required, Recipient will use its best efforts to limit the dissemination of Confidential Information that is disclosed.
9. This Agreement shall remain in effect for three years. This agreement does not require that either party enter into the Transaction or any other business relationship, does not create any agency or partnership between the parties, and does not require that Seller disclose specific Confidential Information.
10. For two years from the date Recipient executes this agreement, Recipient will not hire or offer to hire any of Seller's employees, other than in connection with an acquisition of Seller with Seller's consent, unless such employee first approaches Recipient without any action by Recipient.
11. Recipient acknowledges that its breach of this agreement would cause irreparable harm to Seller's business and that any remedy at law would be inadequate. In the event of a breach under this agreement, Seller will be entitled to injunctive relief, without posting bond, in addition to any other available remedies, including damages. In any litigation concerning this agreement, the prevailing party will be entitled to recover all reasonable expenses of litigation, including reasonable attorney fees at trial and on any appeal or petition for review or any proceeding in bankruptcy court.
12. This agreement is governed by Oregon law, without regard to conflicts of law principles. Recipient submits to the jurisdiction of state and federal courts in Oregon in any dispute concerning this agreement, and waives any claim that another forum may be more appropriate or convenient.
13. Delivery of a signed copy of this agreement by fax or electronic signature will have the same effect as delivery of the signed original. All additions or modifications to this agreement must be in writing and executed by both parties.
14. Neither Seller nor any of its representatives or advisors make any representation or warranty as to the accuracy or completeness of the Confidential Information, nor undertake any liability to Seller resulting from Recipient's use of the Confidential Information.
15. Seller's rights under this Agreement shall inure to the benefit of and be enforceable by any party who eventually purchases all or a portion of the business or assets of Seller to which the Confidential Information relates.
16. Recipient will make requests for and receive Confidential Information only through Seller's representative, The CBB Group, Inc. Neither Recipient nor any Reviewing Personnel will contact any employee of Seller by phone, by fax, by mail, in person, or otherwise, at any time, without Seller's prior written consent. Recipient acknowledges this provision is reasonable because of the confidential nature of the Transaction and the Confidential Information.

Recipient: \_\_\_\_\_ Address \_\_\_\_\_

Print Name \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Mobile Number