



INTRODUCTION

Thank you for your interest. We look forward to working with you.

Attached, please find background information on the available company along with two agreements: A Non-Disclosure Agreement and a Buyer Acknowledgement. The Buyer Acknowledgement defines Piper Group International, LLC's role as simply a conduit of information between you and the seller. If you acquire the company and in the rare chance a dispute ever arises between you and the seller, this agreement states you will not include our firm in any such dispute or litigation.

Upon receipt by email of these signed agreements, we will be free to discuss the identity, location and details of the company. Then, if you have a continued interest—and with the consent of our client—we will send you the Confidential Offering Memorandum (“COM”).

After you review the COM and if you wish to move forward on this acquisition, the next step generally would be an introduction to the seller on a conference call to answer any questions you have. We would request that first you email us a list of questions to be used as the agenda for that call. After that, if you move towards an acquisition of the company, the next step of the process would be to verify your financial capability.

If you have any questions, please give me a call at 503-206-6815.

Thank you.

Sincerely,

Brent A. Freeman
Piper Group International, LLC
brentf@pipergroupinternational.com
503-206-6815

Available for Acquisition
Rare & Collectable Wine-Internet Auction House
Global Sourcing & Sales



Introduction

The worldwide market for rare and collectable wines is the fastest growing segment in a \$310 billion market. The Company has grown sales in the last ten years to over \$14 million using a combination of technology, proprietary market data, intellectual knowledge and a passion for fine, rare and collectable wines. With a global reach, the Company shipped wine to every continent in the world in 2012. In addition to its ability to deliver top notch customer service to rare wine buyers, the company has developed ten competitive advantages that focus on its market niche, including technology, geographic location, product sourcing, and its customer base. As a result the Company is positioned for significant growth.

Financial History

First quarter sales for 2013 were \$4,012,763 and increase of \$681,158 over Q1 sales for 2012. The company has a 4 year gross margin of 22.01% and a 2013 gross margin of 22.73%.

Growth Opportunity

The owner has identified thirteen growth opportunities and is implementing a strategic growth plan that will take advantage of some of these opportunities in 2013 and has set the stage for continued growth in 2013 & 2015. With capacity online that would allow for revenue to grow to \$40 million per year, very little cap-x would be required for future growth. The owner has planned for his eventual retirement and has invested in additional senior management making this opportunity truly turnkey. The owner is also willing to enter into a one or two year employment for the right buyer to ensure a seamless transition and would make this an excellent add-on to an existing platform company or a strategic buyer.

	<u>REVENUES</u>	<u>EBITDA</u>
FY 2012	\$14,045,393	\$681,518
FY 2011	\$14,245,420	\$763,924
FY 2010	\$12,646,019	\$740,825

For More Information Contact

Brent A Freeman

Direct Line—503-206-6815

brentf@pgillc.com

Piper Group International
5 Center pointe Drive, Suite 400 Lake Oswego, Oregon 97035
Phone 503.620.1800 Web www.pgillc.com

NON-DISCLOSURE AGREEMENT – INTERNET AUCTION HOUSE.

(“Seller”) [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 shall 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. Confidential Information shall be deemed to include, but not be limited to, (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 shall protect Confidential Information from disclosure. Recipient shall exercise reasonable care to guard against disclosure of Confidential Information 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 shall disclose Confidential Information only to such of its directors, shareholders, employees, and advisors, who need to know Confidential Information to evaluate the Transaction. Recipient shall insure that such persons 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. Each individual person signing this agreement on behalf of an entity shall also be personally bound by the terms hereof. Recipient shall deliver a signed copy of this agreement to each Reviewing Personnel at the time the Reviewing Personnel first receives any Confidential Information. Except upon Seller’s subsequent express written consent, Recipient shall not disclose the Confidential Information to third party entities with whom Recipient may intend to do business, regardless of the form of the contemplated business arrangement, including a merger, joint venture or other business or financing arrangement.
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 Piper Group International, LLC, 5 Centerpointe Dr. Suite 400, Lake Oswego, OR 97035, 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 (3) 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 (2) 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.
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 Recipient 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, Piper Group International, LLC. 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: Company _____ Address _____

By _____ (Individually and as Representative of Company)

Print Name _____ Title _____ Date _____

_____ (_____) _____ (_____) _____
Email Address Telephone Number Mobile Number

PROSPECTIVE BUYER ACKNOWLEDGEMENT INTERNET AUCTION HOUSE

THIS BUYER ACKNOWLEDGEMENT is made and entered into this ____ day of _____, 2011, by and between _____ ("Buyer"), and Piper Group International, LLC ("PGI"), an Oregon limited liability company.

RECITALS:

- A. PGI is acting as a finder on behalf of _____ together with its shareholders, partners, members or other owners (collectively, the "Company"); and
- B. Prospective Buyer has requested that PGI provide Prospective Buyer with a confidential information regarding the subject company; and
- C. Prospective Buyer and PGI desire to set forth the parties' understanding with respect to the role of PGI in any transaction between Prospective Buyer and the Company;

NOW, THEREFORE, in consideration of the PGI's providing the Confidential Acquisition Profile to Prospective Buyer, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A role of PGI is to be a conduit through which Prospective Buyer and seller can interact and exchange information. In this regard, Prospective Buyer has not relied on any representations of PGI in the evaluation of the offer or decision to purchase. PGI has only been engaged by the Company to sell the assets. The ultimate structure, asset or stock or equity sale, of any transaction will be determined solely by tax and legal counsel of the Company and Prospective Buyer. Prospective Buyer will sign at closing the Prospective Buyer's Stock Sale Statement which basically states, if a stock or sale is the structure of the transaction that PGI has not acted in the capacity of a stock or securities broker. A copy of this agreement is available upon request.

This agreement will confirm, if any loss, damages, adverse tax consequences, governmental securities issues, real estate issues, or any other legal issues or disputes that arise *as a result of Prospective Buyer acquiring the Company*, and real estate, if any, that, Prospective Buyer will agree to release, indemnify, and hold PGI its agents, associates or independent contract relationships, harmless from any liability, cost or expense, including legal fees, *resulting from any legal actions or suits by Prospective Buyer*. This Agreement shall be binding upon any and all of Buyer's successors and assigns and shall inure to the benefit of PGI and its successors and assigns.

PROSPECTIVE BUYER _____

By: _____ Title: _____

Signature Print

Address: _____ Telephone Number _____

Your email address and website URL, if any: _____

Please provide the following INFORMATION:

What kind of business are you looking for? Parameters? _____

What other businesses do you own (for existing portfolio companies)? _____

What is your capital base? Investor group, institutional, private equity group (If private equity group, do you have a committed fund?): _____