

SYLVAN LEARNING CENTER FRANCHISE #00662 LISTING #BBF-88588927

Location: Largo, Florida 33771, serving students living in Largo, Seminole & Clearwater.

Primary Category: Services - Educational Tutoring Services

Financial Information: Asking \$149,000

Gross: \$294,503

Revised EBITDA

Cash Flow: \$26,238

Furniture, Fixtures & Equipment: \$20,000 (included in price)

Inventory: \$5,000 (included in price)

Financing: Limited financing a possibility

Summary Description: Join the most successful U.S. education franchiser as the new owner of Florida West Coast K-12 Sylvan Learning Center, established 1999. Ideal, high-traffic Largo shopping center location in one of Florida's fastest growing areas. The franchiser must approve the new owner. New owner pays a transfer/training fee to Sylvan Corporation plus a monthly franchise fee directly to the franchiser. This franchise is the premier provider of tutoring in the Pinellas County area, working hand-in-hand with private and public schools to benefit the students.

Facilities: Facilities include 3,000 sq ft leased space in Largo Mall. Lease rate is \$6,542 / month and runs until 2011.

Competition: Sylvan Learning Centers are the premier educational tutoring program K-12 in the U.S. This franchise has a superior reputation in the education community it serves. Excellent relationships with surrounding school systems.

Growth and Expansion: 2006 revenues grew to \$451,000. 2007 revenues were \$346,043. 2008 revenues were \$294,503. Revenue declines due to a downturn in the U.S. economy.

Owners believe 2009 & 2010 revenues will increase as the U.S. economy recovers.

Support/Training: One month training at no charge by current owner. In addition, Sylvan trains new owner in a formal training program (approximately \$10,000 fee payable to Sylvan Corporation).

Franchise Fees: Sylvan's monthly program fee is \$232.50.

Certifications & Experience Requirements: New owner is not required to hold a teaching certification. Experience in education, running a business, marketing and finance is very helpful. Sylvan must approve new owner prior to closing the buy/sell transaction.

Reason Selling: Down turn in economy and owner desires to retire or semi-retire

Seller Web Site: <http://tutoring.sylvanlearning.com/largo/index.cfm>

Sylvan: <http://sylvan.learning-centers.com/campaigns/slc/170/index.aspx?themeid=48&clickid=SC170GD2B>

Employees: 6 Total – 1 owner, 1 manager & 4 part time instructors.

Financial & Tax Returns: Owners have financial statements & tax returns from 2004 to current.

Contact Information: John L. Nelson, Agent/Broker

Phone: 813 805-0202

Email: John@NelsonConsultingInc.com

For more information on this company, go to next page, complete items highlighted in blue in the Business Brokers of Florida Standard Confidentiality / Disclosure Agreement, and Fax to (813) 200-1215.

Nelson Consulting will expedite an Executive Summary on this business to your Email address.

Note: Seller pays transaction fees, as stated in the Agreement on the following page.

BUSINESS BROKERS of FLORIDA
STANDARD CONFIDENTIALITY / DISCLOSURE AGREEMENT

Print Legibly, Sign & Fax to (813) 200-1215

A FACSIMILE COPY OF THIS DOCUMENT SHALL SERVE AS AN ORIGINAL SIGNATURE FOR ALL PURPOSES.

LISTING NUMBER: BBF-88588927 BUSINESS DESCRIPTION: SYLVAN LEARNING CENTER #00662

Your Name: _____, **Company Name:** _____,

Telephone number: _____, **Fax Number:** _____,

E-Mail Address: _____, **Web Site:** _____,

Mailing Address: _____, herein known as PROSPECT, acknowledges and agrees that PROSPECT approached **NATIONAL BUSINESS SEARCH, INC. (BROKER)**, and that BROKER was the first to advise them of the availability and details concerning the following business and/or real property opportunity:

1. PROSPECT understands and agrees that all dealings concerning the opportunity above will be handled through BROKER and that **BROKER has entered into agreements with Sellers for the payment of commissions.** BROKER will furnish to PROSPECT certain proprietary information relating to the various operations, properties, personnel, financial and other matters which are non-public, confidential or proprietary in nature and are hereinafter referred to as "Proprietary Information." The Proprietary Information will be kept confidential and shall not, without the prior written consent of BROKER, be disclosed by PROSPECT or its agents, representatives or employees, in any manner whatsoever, in whole or in part, and shall not be used by PROSPECT, its agents, representatives or employees, other than in connection with the purchase of one of the opportunities described above. PROSPECT shall be fully responsible for any breach of this Agreement by itself, its agents, representatives or employees. The Proprietary Information (including any copies thereof), will be returned to BROKER immediately upon BROKER'S request. PROSPECT agrees that it shall not retain any copies of the Proprietary Information supplied pursuant to the terms and conditions of this Agreement.
2. Any and all information provided to PROSPECT is provided for informational purposes only. BROKER does not make any representations and/or warranties as to the accuracy of the information provided and that PROSPECT is to make his or her own independent evaluation of the opportunities described above. PROSPECT acknowledges that BROKER has advised PROSPECT to seek independent professional advice in the review and evaluation of the information provided and that PROSPECT should seek the advice of an attorney and/or certified public accountant.
3. In the event PROSPECT discloses the availability of said designated opportunities to a third party who purchases a business without BROKER assistance, then PROSPECT, in addition to the remedies specified herein, is also responsible for payment of BROKER'S compensation which would have been paid on the listed selling price or minimum compensation, whichever is greater.
4. For two years from the date of this Agreement, PROSPECT agrees not to deal directly or indirectly with the Seller's of the opportunities listed above without the prior written consent of BROKER. If PROSPECT enters into a sale and/or purchase agreement, a management contract or other financial arrangement with a Seller of an opportunity, including a leasing of the business premises from the Seller or its Landlord is consummated, PROSPECT shall be liable for any and all damages BROKER may suffer, including but not limited to the Seller's commission payable on the sales price or minimum commission due under the Listing Agreement with Seller, whichever is greater and, any commission due on the lease agreement negotiated with the Landlord. PROSPECT agrees and does hereby appoint BROKER its attorney in fact to execute all documents necessary to place a lien on the business assets to collect its compensation, and this Agreement shall be the consent to do so as required by Florida Statute 475.42 .
5. This Contract shall be governed by the laws of the state of Florida. Any breach of this Agreement shall result in the prevailing party being entitled to receive from the other party all of its reasonable attorneys fees, costs, and expenses incurred at both the trial and appellate levels. The parties hereby consent to personal jurisdiction and venue, for any action arising out of a breach or threatened breach of this Agreement in the Circuit Court in and for Pinellas County, Florida. The parties hereby agree that any controversy which may arise under this Agreement would involve complicated and difficult factual and legal issues. Therefore, any action brought by either party, alone or in combination with others, whether arising out of this Agreement or otherwise, shall be determined by a Judge sitting without a jury.
6. 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 a Seller may bring an action to enforce such covenants. PROSPECT represents and warrants to BROKER that PROSPECT does not represent a third party, governmental agency or competitor of the business, nor is PROSPECT employed by a competitor and the sole purpose for receiving any information regarding a business is to purchase said business. PROSPECT acknowledges receiving a copy of this Agreement and a facsimile copy with signatures shall be considered as original.

Prospect Internal Document ID _____

PROSPECT Signature

Date

AGENT Signature
NATIONAL BUSINESS SEARCH INC
6650 SUNSET WAY SUITE 317
ST PETE BEACH, FLORIDA 33706 USA

Date

Agent for Selling Broker BBF-885004 John L Nelson
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