Cafe Business (including Strata) For Sale:

THE BIKE SHOP CAFÉ & CATERING CO. 101 – 1357 Ellis Street, Kelowna, BC

IS THIS THE EPICENTRE OF DOWNTOWN KELOWNA'S FUTURE HIGHRISES? Now offering a rare and exceptional opportunity to own a turnkey <u>strata and</u> restaurant in the heart of Kelowna's cultural district and near the base of numerous upcoming high-rise developments including UBCO's future 100,000 square-foot downtown Kelowna campus! Nearby you'll also find the Kelowna Regional library, Innovation Centre, Interior Health, and YMCA, providing an abundance of amenities/services.

This long-established business (1998), has a food primary liquor license, offers seating up to 46, includes catering and occupies a 1955 ft.² strata premises. Business and strata together are offered at \$1,355,000 (either sold (a) together or (b) only the business is sold but with a rent-to-own option as detailed on page 4).





Peter Bouchard, B.Comm. (UREC) Peter@Corp Accord.com 250.470.9551 Corporate Accord Realty Ltd. 500 Sarsons Road, Kelowna, BC Canada V1W 1C2 **LEGAL DESCRIPTION** Strata Lot 16, DL 139, O.D.Y.D. Strata Plan KAS3275

together with an interest in the common property in proportion to the unit entitlement of the strata lot as

shown on form V

PID 027-881-971

STRATA AREA 1955 ft.²

STRATA FEE (22-23) \$522.18 per month incl GST

ZONING UC1

RENT Tenant currently pays \$32/sf* plus GST utilities and

triple net. *Rate changes to \$41/sf if the buyer

does not buy the strata with the business.

PROPERTY TAXES \$11,572 per year for the 2022 tax year

SELLER 0828028 B.C. LTD., c/o Peter Bouchard

ASKING PRICE Offered at \$1,190,000* [\$608/sf] 5.26% CAP

*must be purchased with associated business





This is an independently owned Café business since 1998. This business enjoys a loyal customer base, long-standing supplier relationships, a great website, an efficient layout, and extensive equipment. A food primary liquor license is in place with a seating capacity of 46 and extensive catering adds to existing revenues. Future growth opportunities are plentiful due to nearby high density development megaprojects under construction or proposed. Great Ellis location with great traffic count. Revenue expansion opportunities include the introduction velvet of a dinner program and expansion of the existing catering stream of the business. Current hours of operation are 7:30 AM to 2 PM Monday through Friday and Saturday 10 AM to 2 PM.

GROSS REVENUE \$342,766 (Dec 31 22 YE)

YEAR TO DATE REVENUE GROWTH 2023 YTD is 10-15% more than same 2022 YTD!

LIQUOR LISCENCE / CAPACITY Food Primary (46 seats)

SELLER Darren Ansley, c/o Peter Bouchard

PRICE Offered at \$165,000

(must be purchased with strata MLS 10287307)



Business available with rent-to-own strata unit option:

The Sellers may consider this rent-to-own option:

- 1. The Buyer purchases the business for \$165,000;
- 2. The Buyer receives an option to purchase the strata unit at a price of \$1,190,000 in 2024, \$1,225,000 in 2025 or \$1,260,000 in 2026 (option expires 12/31/26); and
- 3. The Buyer enters into a five year lease on the strata unit with a minimum rent of \$41/SF/year and \$9/SF/year of this amount would be allocated as a down payment and credited towards the purchase price in the event the purchase option is exercised and otherwise it will be treated as minimum rent. The tenant would also pay for standard triple net and utilities.



Additional Information

The following documents are available by clicking on their corresponding links:

Strata documents https://www.dropbox.com/scl/fi/splmthoe70zzay7gh759g/2023-Strata-

Docs.pdf?rlkey=x1oz2d22xm6xmbsr90uysz44c&dl=0

2023 BC https://www.dropbox.com/scl/fi/dpsh3vyf6eyls0lnw9c2y/BC-Assessment-

 ${\color{red} \textbf{assessment}} \qquad {\color{red} \underline{2023.pdf?rlkey=5b9ff19iahof33r6aj9h7j34m\&dl=0}}$

Equipment list https://www.dropbox.com/scl/fi/tqym9il2jhb4vgg3qh5vx/Equipment-List-

 $\underline{2023.pdf?rlkey=nxnueag9h2w0t69znwfblsl1s\&dl=0}$

Property disclosure

statement

https://www.dropbox.com/scl/fi/jzz8natsg8n4z57f2njoz/PDS10-17-2023-

194645.pdf?rlkey=uxaqhteu17zledmxgnoiiu2qs&dl=0

Site profile form https://www.dropbox.com/scl/fi/kijh2yaw4dws21hpowx91/Site-Profile10-17-2023-

194720.pdf?rlkey=w199hkra96cs5qfzcuy11ev34&dl=0

Title Search https://www.dropbox.com/scl/fi/ntkgwkvnhr4anjhce1fz6/Title-

2023.pdf?rlkey=zozedapkubnzk24gmigwmkuz8&dl=0

AGM follow-up

package

https://www.dropbox.com/scl/fi/ocl288am23q6xfm3kj2fr/KAS-3275-AGM-2022-

Follow-Up-Package-Strata-Fees-and-Unit-

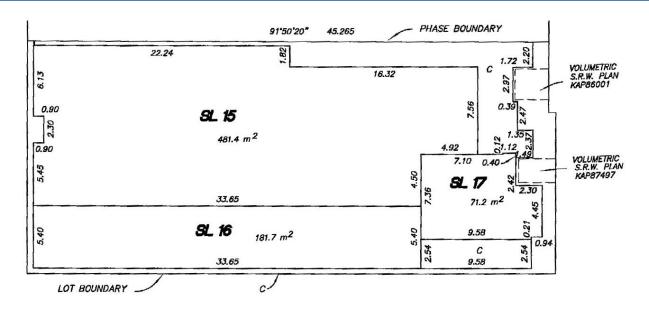
Entitlement.pdf?rlkey=ij8lubqn99egcitgczaqy0jbs&dl=0

Lease Agreement https://www.dropbox.com/scl/fi/r39kydbw69d5zloh8vm5c/2023-Lease-for-

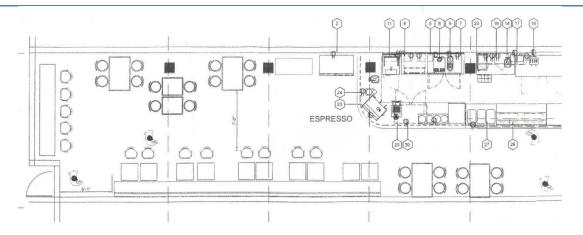
BikeShopCafe 1357Ellis.pdf?rlkey=wzg8fepvo94rixm0n63znjbi2&dl=0

Business financials are available upon receipt of the confidentiality agreement that is included on the last two pages of this brochure.

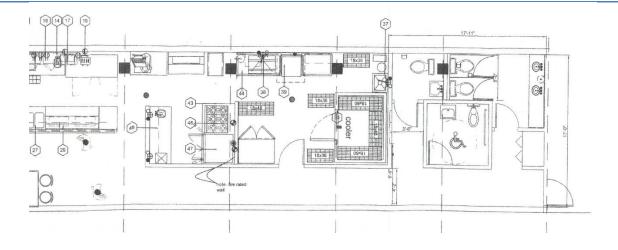
Second Floor Strata Plan (SL16)



Dining Area



Kitchen and Washroom Area



Dining area and front counter















Confidentiality Agreement

For good and valuable consideration provided by the Vendor and the Agent (including, without limitation, the delivery of a Confidential Information Memorandum (the "CIM"), the receipt and sufficiency of which consideration is hereby acknowledged, we agree with the Vendor and the Agent to comply with all of the provisions of this Agreement. We and our Representatives (as defined below) shall keep confidential any and all Confidential Information (as defined below) provided to us by the Vendor or the Agent, and shall not disclose any Confidential Information to any Person other than our Representatives. We and our Representatives shall utilize the Confidential Information only to evaluate our potential purchase of the Property from the Vendor (the "Proposed Transaction"). "Confidential Information" means all information (whether in oral, graphic, written, or electronic form) relating to the Vendor or the Property that is not publicly available (including without limitation, the CIM and the leases/tenancy agreements for the Property) and all analyses, summaries, compilations, data, notes, studies, and other documents or records prepared by us or our Representatives containing or based upon, in whole or in part, any such information. "Person" means any individual, corporation, company, trust, group, partnership, government, government's agency or authority, or any other entity whatsoever.

We may disclose Confidential Information to our officers, directors, employees, legal advisors, and financial advisors (collectively, "Representatives") only to the extent they need to have such Confidential Information for the purpose of evaluating the Proposed Transaction. We shall inform each such Representative of the provisions of this Agreement and we shall cause such Representative to comply with all provisions of this Agreement. We shall be responsible for any acts or omissions of our Representatives that constitute a breach of this Agreement. We also agree that any fees, expenses, and other amounts payable to legal, financial, or other third party advisors retained by us, or who act on our behalf, will be paid by us. Real estate commissions will be as per MLS.

We agree that we will not, without the prior written consent of the Vendor or the Agent, disclose to any other Person other than Representatives the fact that: any Confidential Information has been made available to us, this Agreement has been entered into, and discussions or negotiations are taking place concerning the Property or the Proposed Transaction. Further, we agree that we will not, without the prior written consent of the Vendor or the Agent, disclose to any other Person other than Representatives any of the terms, conditions, or other facts with respect thereto (including the status of such discussions or negotiations thereof).

We agree that, upon the Vendor's request, we and our Representatives shall return all Confidential Information (including the CIM). We further agree not to make copies of the Confidential Information (including the CIM), without the Vendor's prior written consent. We also agree that we and our Representatives shall not use the Confidential Information in any way detrimental to the Vendor, any parties assisting the Vendor, or any tenant of the Vendor. We agree that (i) the CIM and all of the other information with respect to the Property being delivered to us by or on behalf of the Vendor or the Agent is subject to the limitations on liability and disclaimers for the protection of the Vendor and the Agent contained in the CIM, and (ii) we and our Representatives are bound by such provisions.

RE: Assets of THE BIKE SHOP CAFÉ & CATERING CO. | Confidentiality Agreement

We agree to indemnify and save harmless the Vendor, any tenant of the Property, and the Agent from all claims, losses, damages, and liabilities whatsoever (including legal fees and disbursements) arising out of a breach by us or any of our Representatives of this Agreement. In addition, we agree that monetary damages will not be a sufficient remedy and that the Vendor and the Agent shall be entitled to seek preliminary and permanent injunctive relief in the event of a breach or threatened breach of this Agreement, as well as all other applicable remedies at law or equity. This Confidentiality Agreement shall be binding upon the undersigned and all of our subsidiaries, affiliates, and/or related Persons and shall be governed by the laws of British Columbia.

Please sign below and return this letter to Peter@CorpAccord.com to indicate that you agree to be strictly bound by the foregoing conditions and that you acknowledge your Agreement to do so constitutes a material inducement to Vendor and Agent to send the Confidential Information to you.

The Vendor ac 10/18/2023	ccepts, acknowledges, and agrees to 	the terms as referenced herein as of	
Per:	Docusigned by: Darren Ansley 70887E55ED11463	Darren Ansley	
	Vendor Signature	Signatory Name	
The Purchase	er accepts, acknowledges, and a 	grees to the terms as referenced here	ein as of
Per:			
	Purchaser Signature	Email Address	
	Signatory Name	Phone Number	
		ING REPRESENTED BY A REALTOR / BROand agrees to the terms as referenced he	
Per:			
	Purchaser's Agent Signature	Email Address	
	Signatory Name	Phone Number	