

Purchase Price:	\$430,000	Listing ID:	AVMN
Down Payment:	\$43,000	Business Type:	Plant Nursery Retailer
Fixed Assets*:	\$14,000	Location:	DFW Area
Real Estate**:	\$250,000	Inventory**:	\$38,000
Total Assets:	\$302,000		

*This is a fair market value.

**Both Real Estate and Inventory will be included in the sale of the business.

Terms:

With a down payment of \$43,000 (10%), third party financing is available to finance the remaining balance over 25 years for a buyer with a requisite background that is qualified by the bank.

Legal Organization:

TYPE OF CORPORATION: S Corporation

Year End is December, 31

Business Activity Code: 111400

Accounting Method: Cash

Top things you need to know about this business

- 1) This business is run semi-absentee with the staff in place being capable of managing the day-to-day operations without the owner. A hands on owner can dramatically grow this business.
- 2) The company has a 38-year track record and is well-respected in the community.
- 3) The key full time employees have 80+ years combined horticultural experience and have been with the company for more than a decade.
- 4) The company has been able to maintain long-term relationship with suppliers which provides the company high quality products while maintaining its COGS at a certain level.
- 5) This is a seasonal business with over 60% of sales generated from March to June.
- 6) There is a huge growth potential with the business by adding wholesale business in addition to the retail operation.

Business Activity:

Profitable retail nursery located just south of the DFW area. Busy highway frontage location, in business for over 35 years, stable workforce, strong local brand awareness, turnkey operation. This nursery enjoys a high level of customer loyalty and engagement and was Voted Best Nursery in the area by local residents. This semi-absentee run, full service retail nursery/garden provides a wide variety of garden related products to customers. Its products include shade trees, fruit trees, shrubs, perennials, bedding plants, herbs, vegetables, berries, hanging baskets, potting soils, composts, mulch, fertilizers weed controls, disease controls, organic products, pottery, tools and garden gift items. The company's well-trained management team is capable of running day-to-day operations, allowing owner time to develop strategic relationships

which can help grow the business. Founded in 1977, the company was acquired by the current owner in 2010.

Key Strengths:

- 1) Strong Brand Recognition
- 2) A well-trained management team in place
- 3) Employee loyalty and dedication
- 4) Excellent relationships with vendors

Key Weaknesses:

- 1) Seasonal business
- 2) Limited geographical reach
- 3) Limited media exposure
- 4) Lack of a warm storage area during December

Marketing Strategy:

The company has no outside sales force but four inside sales people. It has been limiting their sales efforts to within 50 miles of the company's current location for decades. Approximately 30% of sales are from referral and 30% from walk-ins. The new owner can easily expand the market to other areas through outside sales force or advertisement.

History:

The Company was started in 1977 and acquired by the current owner in 2010. The business has been in its present location for over 38 years.

Days and Hours:

Monday - Friday: 8:30am to 5:00pm
Saturday: 8:30am to 5:00pm
Sunday: 9:00am to 5:00pm

Sales & Adjusted EBITDA*:

Fiscal Year	Revenue	Adjusted EBITDA	Adjusted EBITDA as a % of Sales
End			
2015	\$381,737	\$100,368	26.29%
2014	\$369,711	\$100,029	27.06%
2013	\$332,415	\$85,158	25.62%
2012	\$360,306	\$90,522	25.12%

* All adjustments to EBITDA were supplied by seller

Employees:

The company has a total of four full-time employees. Two of them have been with the company more than two decades, one 12 years and the other one 3 years. The employees are capable of managing the day-to-day operations without owner's presence.

Assets & Liabilities:

An asset list is available for the \$14,000 of furniture, fixtures and equipment. All cash and accounts receivable will be retained by the Seller. All debts on the company will be paid off by the Seller at closing. If there is any owner financing as determined by SBA underwriting, any such debt is to be personally guaranteed by the buyer.

Facilities:

The company owns the following properties:

- 2.8+ acres of land with 430 ft of highway frontage
- 1,000 sq ft of retail and office space (electricity and water)
- 160 sq ft additional office space (electricity only)
- 10,300 sq ft of greenhouse retail space
- 2,550 sq ft storage space

All the above properties with a total value of \$250,000 will be included in the sale of the business.

Support and Training:

The Owner genuinely desires an effective business transition with seamless customer service through to the buyer. They will train a buyer without charge for 30 days. An additional consulting contract with a length of maximum four months can be obtained.

Reason for Sale:

The owner wants to retire.

**STANDARD BUYER'S CONFIDENTIALITY
AND WARRANTY AGREEMENT**

The undersigned (the "Buyer") understands and acknowledges that The Vant Group (the "Broker" has a valid agreement with the owner(s) (the "Seller") of the business and/or property described below (the "Business") whereby Broker has been retained, for an agreed upon commission, to represent Seller in the sale of the Business. Buyer understands and acknowledges the Broker is acting as the agent of the Seller and that Broker's primary duty is to represent the interests of the Seller. The Business that is the subject of this Standard Buyer's Confidentiality and Warrant Agreement (the "Agreement") is as follows:

Description of Business: **Plant Nursery Retailer**

Terms: **\$430,000**

In order to induce Broker or Seller to furnish information regarding the Business (the "Information") to Buyer for Buyer's evaluation and possible purchase of said Business and in consideration for Broker's or Seller's furnishing such information, Buyer understands, agrees, represents and warrants to Broker and Seller as follows:

1. The word "Buyer," as used herein, shall mean and include the undersigned individually, as a member of a partnership, as an employee, stockholder, officer or director of a corporation, as an agent, adviser or consultant for or to any business entity and in any other capacity whatsoever.

2. The Information is of a proprietary and confidential nature, the disclosure of which to any other party will result in damage to the Seller and/or Business, and Buyer further represents and warrants as follows:

(A) The Information furnished by Broker or Seller has not been publicly disclosed, has not been made available to Buyer by any party or source other than Broker or Seller and is being furnished only upon the terms and conditions contained in this Agreement.

(B) Buyer will not disclose the Information, in whole or in part, to any party other than persons within Buyer's organization, including independent advisers/consultants, who have a need to know such Information for purposes of evaluating or structuring the possible purchase of the Business. Buyer accepts full responsibility for full compliance with all provisions of this Agreement by such other persons.

(C) Buyer will not disclose, except to the extent required by law, to any parties other than the persons described in Paragraph 2(B) above that the Business is available for purchase or that evaluations, discussions or negotiations are taking place concerning a possible purchase.

(D) Buyer will not utilize, now or at any time in the future, any trade secret(s), as that term may be defined under statutory or common law, that is/are included in the furnished Information for any purpose other than evaluating the possible purchase of the Business, including, without limitation, not utilizing same in the conduct of Buyer's or any other party's present or future business(es).

(E) In addition to the prohibition against utilizing trade secret(s), Buyer will not utilize any other furnished information for any purpose other than evaluating the possible purchase of the Business, specifically including, without limitation, not utilizing same to enter into and/or engage in competition with the Business or assist or promote any other party(s) in so doing. The foregoing prohibition against utilizing said Information in competing with the Business shall remain in effect for three (3) years from the date hereof and shall be applicable to competition within the presently existing marketing area of the Business.

(F) If Buyer decides not to pursue the possible purchase of the Business, Buyer will promptly return to Broker all Information previously furnished by Broker or Seller, including any and all reproductions of same, and further, shall destroy any and all analyses, compilations or other material that incorporates any part of said Information.

3. Buyer will not contact the Seller or Seller's employees, customers, suppliers or agents other than Broker for any reason whatsoever without the prior consent of the Broker. All contacts with the Seller or such other parties will be made through or by Broker unless otherwise agreed to by Broker, in writing.

4. The Information furnished by Broker has been prepared by or is based upon representations of the Seller and Broker has made no independent investigation or verification of said Information. Buyer hereby expressly releases and discharges Broker from any and all responsibility and/or liability in connection with the accuracy, completeness or any other aspects of the information and accepts sole and final responsibility for the evaluation of the Information and all other factors relating to the Business.

5. The Information is subject to change or withdrawal without notice and the Business is being offered for sale subject to prior sale or the withdrawal of said offering without notice.

6. Buyer will indemnify and hold harmless the Broker and Seller from any and all claims or actions arising from Buyer's acts or failures to act in pursuing the possible purchase of the Business, including, without limitation, reasonable attorney's fees and other expenses incurred by Broker.

7. Buyer will not, for a period of three (3) years from the date hereof, enter into any agreement for the purchase of the Business, in whole or in part, or assist or promote any other party in so doing, unless such agreement to purchase provides for commission to be paid Broker, with the commission being defined as the amount agreed upon by Broker and Seller in the "Standard Listing Agreement" or similar agreement between those parties. The phrase "agreement for the purchase of the Business" as used

herein, shall mean and include any agreement, specifically including, but not limited to, offers to purchase, letters of intent and similar agreements, that provides for the transfer, conveyance, possession of, or disposition of the Business, its capital stock, assets, or any portion thereof, and the commission amount to be paid Broker shall be the greater of either the minimum commission or the commission based upon sale price (or purchase price), as these amounts are defined in the aforesaid agreement between Broker and Seller. Further, "sale price (or purchase price)" as used herein shall mean and include the total amount of consideration paid or conveyed to Seller or for Seller's benefit, including, without limitation, cash, capital stock, notes, personal property of any kind, real property, leases, lines of credit, loans, contingent payments (e.g., license agreements, royalty agreements, payments based upon future sales or profits, etc.), employment or management contracts, consulting agreements, non-competition agreements, assumption or discharge of any or all liabilities, and any combination of the foregoing and/or other consideration. The commission amount agreed upon by Broker and Seller in the aforesaid agreement between those parties will be made known to Buyer by Broker, upon Buyer's request, when and if an agreement for the purchase of the Business is made by Buyer. If Buyer violates the foregoing provision, Buyer will be liable for and pay said commission to Broker upon demand without any obligation on Broker's part to first exhaust any legal remedies against Seller.

8. Buyer represents that Buyer has sufficient financial resources to complete the transaction for the asking price and terms set forth herein. Buyer agrees to provide, upon request by Broker or Seller, financial statements, references and other pertinent information evidencing such financial sufficiency.

9. The performance and construction of this Agreement shall be governed by the laws of the State of Texas. All sums due hereunder shall be payable at the office of the Broker in Dallas County, Texas and all parties hereto agree to forbear from filing a claim in any other jurisdiction.

10. This Agreement shall be binding upon the Buyer, Buyer's heirs, executors, successors, assigns, administrators or representatives. If any provision of this Agreement shall be held to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and this Agreement shall be construed as if such invalid, void or unenforceable provision had not been contained herein.

11. Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants or conditions of this Agreement, shall on written request of one (1) party served on the other, be submitted to binding arbitration. Such arbitration shall be under the rules of the American Arbitration Association. The arbitrator shall have no authority to change any provisions of this agreement; the arbitrator's sole authority shall be to interpret or apply the provisions of this Agreement. The expenses of arbitration conducted pursuant to this paragraph shall be born by the parties in such proportion as the Arbitrators shall decide.

12. The terms and conditions of this Agreement shall also apply to any other business and/or property on which Broker has been retained to represent the owner(s) in the sale thereof and on which Broker or owner(s) has furnished information to Buyer. Further, it shall not be necessary for Buyer to execute any additional agreement(s) to that effect and any terms and conditions of this Agreement that refer to the date hereof shall automatically be adjusted to reflect the date on which Broker or owner(s) initially furnished information to Buyer on such other business and/or property.

13. The provisions hereof cannot be modified, amended, supplemented or rescinded without the written consent of Broker and this Agreement sets forth the entire agreement and understanding

EXECUTED ON THIS _____ DAY OF _____ 200__

Typed/Printed Name of Buyer

Typed/Printed Name of Buyer

Signature (Individually and as
Duly Authorized Representative)

Signature (Individually and as
Duly Authorized Representative)

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

Telephone / Email address

Telephone / Email address

BUYER'S PERSONAL PROFILE - CONFIDENTIAL INFORMATION

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: Home (____) _____ Office (____) _____ Cell (____) _____

Email Address: _____

Present Occupation/Business: _____

How Did You Learn Of Our Company? Internet Ad Referral Other: _____

Type of Business Preference

(Retail, Wholesale, Manufacturing, Service, Etc):

1. _____
2. _____
3. _____

Location Preference:

1. _____
2. _____
3. _____

Cash in Banks	\$ _____	Notes Payable	\$ _____	x
U.S. Govt Securities	\$ _____	Liens on Real Estate	\$ _____	
Accounts & Notes Receivable	\$ _____	Other Liabilities	\$ _____	
Value of Businesses Owned	\$ _____	TOTAL LIABILITIES	\$ _____	
Other Stocks and Bonds	\$ _____			
Real Estate	\$ _____	Salary	\$ _____	
Automobiles -- Number ()	\$ _____	Dividends & Interest	\$ _____	
Other Assets	\$ _____	Other Income	\$ _____	
TOTAL ASSETS	\$ _____	TOTAL INCOME	\$ _____	

Monthly Income Required: \$ _____

Down Payment Available: \$ _____

Personal Net Worth: \$ _____

Require Immediate Income?: _____

Who Else Would Be Involved In The Decision Process? _____

Have You Ever Filed For Bankruptcy? _____

Have You Ever Been Arrested? _____

Fields of past Business experience:

- 1 _____ 2 _____ 3 _____

I Hereby Attest That The Above Is A True Representation On My Financial Status. I Agree To Provide, Upon Request By Broker Or Seller, Financial Statements, References And Other Pertinent Information Evidencing Such Financial Sufficiency If Necessary

Signature: _____ Date: _____