

### Deal Summary

<b>Asking Price:</b>	\$2,200,000	<b>Listing ID:</b>	DACG
<b>Down Payment:</b>	\$440,000	<b>Company Type:</b>	Pediatric Therapy (PT, OT, ST)
<b>FF&amp;E:</b>	\$10,000	<b>Location:</b>	Tarrant County
<b>Adjusted EBITDA:</b>	\$542,801	Adjusted EBITDA is defined as EBITDA + Owner's Salary + One-time and Discretionary expenses	

### Terms

With a down payment of \$440,000 (20%), third party financing is available to finance the remaining balance over 10 years for a buyer with a requisite background that is qualified by the bank (the owner is willing to carry back 10% of the purchase price if needed). It will require a monthly payment of approximately \$20,000. All notes will be personally guaranteed.

### Legal Organization

Type of Corporation: Sub S Corporation  
 Year End: December  
 Accounting Method: Cash  
 SIC Code: 8011

### Top Things to Know About This Business

- Unique market
- Good reputation
- Lack of competition in present market
- The company business model is to provide therapists to school districts at a lower cost than in-house
- At this point they have 10 major customers that account for \$36,000 to \$7,500 a month
- Buyer does not need to have a PT license and the owners have not preformed any of the therapy services in the past few years

### **Business Activity**

The Company contracts therapy and professional services to both private and public school districts.

The Company provides professional/specialists services of: Educational Diagnostician, Music Therapist, Orientation and Mobility Specialists, Assistive Technology Specialists, Nurses, Adaptive Physical Education Specialists, Licensed Specialist in School Psychology and Vision Specialists for students with physical, occupational and speech issues.

Current Owner provides operational oversight to the business. Owner provides management of employees and provides coverage to schools when needed. The current office manager has been with the company for 27 years and handles the day-to-day dealings of the company with districts and specialists.

This business does have contracts with existing clients and all contracts are for 1 year.

### **Key Strengths**

- 1) Unique market and type of services with very little competition.
- 2) Renewal contracts each year.
- 3) Long term retention of professionals and employees.
- 4) Marketable reputation in the field.

### **Possible Weaknesses**

- 1) Main business based upon a 10 month period.
- 2) Need for specifically trained professionals/specialists.
- 3) Benefit package for employees is limited.
- 4) Limited marketing program.

### **Marketing Strategy**

The Company partners with small and large school districts as well as early intervention agencies across the State of Texas to provide Physical, Occupational and Speech therapy services.

The professional and specialized services are delivered through signed contracts from word of mouth of existing clients and reputation.

## History

The Company was started in 1990 by the current owner and is currently operating in Fort Worth, Texas. The Company has been in its current location for 24 years.

### Days and Hours:

Monday - Friday: 8:00am to 5:00pm.

Saturday - Sunday: Closed.

## Sales and Adjusted EBITDA

Fiscal Year End	Revenue	Adjusted EBITDA	As a % of Sales
2016	\$2,755,412	\$542,801	19.70%
2015	\$2,828,015	\$425,685	15.10%
2014	\$3,173,505	\$459,425	14.50%
2013	\$3,370,653	\$588,179	17.40%

*\* All adjustments to EBITDA were provided by seller*

## Employees

The Company has a total of 25 full time employees, and 10 part-time employee. The key employees are the physical therapists, physical therapists assistant, and office manager.

## Assets and Liabilities

An asset list is available for the \$10,030 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 rents the 1,200 sq ft business facility from a third party at a value of \$700 per month. The lease is ongoing with renewable options.

### **Support and Training**

The Owner genuinely desires an effective business transition with seamless customer service through to the buyer. They will train a buyer for 30 days. An additional consulting contract can be obtained.

### **Reason for Selling**

The owner wishes to retire and take care of their grandchildren.

# CORPORATE/INVESTMENT GROUP CONFIDENTIALITY AGREEMENT

## Pediatric Contracted Therapy Company (Physical Occupational & Speech Therapy)

**Sale Price & Down Payment: \$2,200,000**

1. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned ("The Recipient") enters into this Confidentiality Agreement with and for the benefit of The Vant Group ("the Broker").

2. The Broker has attached hereto or has provided or may subsequently provide to the Recipient in connection herewith certain technical, financial, and/or business information (collectively the "Information") regarding the Company (as above designated) to facilitate an evaluation by the Recipient whether to acquire the Company or stock or assets thereof. The Recipient acknowledges that the Information is highly confidential and proprietary to the Company.

3. The Recipient shall not at any time, without prior written consent of the Company, furnish, copy, reproduce or distribute, in whole or in part, directly or indirectly, the Information to anyone, except Recipient's financial advisors and investors, who may be furnished with the Information for the sole purpose of advising the Recipient as to the structure of any proposed purchase of the Company (or its stock or assets), and it will keep permanently confidential the Information and will use the Information only for the purpose set forth above. The Recipient shall be under no obligation to maintain as confidential any information which (a) Recipient can show by legally sufficient written evidence was in its possession prior to disclosure by the Broker and/or the Company; or (b) becomes generally available to the public in tangible form other than by acts or omissions of Recipient; or (c) is lawfully obtained from a third party. The Recipient shall not contact the Company to discuss the sale or purchase of the Company or the Information without prior written consent of the Broker.

4. The Recipient hereby indemnifies and holds harmless the Broker, and its agents, representatives, employees and attorneys, from and against any and all claims, liabilities, actions, causes of action and damages, arising from or relating to any injury or loss arising out of, from, or attributed to the transactions or matters subject hereof, or the actions, omissions, wrongful conduct or other breach of this Confidentiality Agreement by Recipient, which indemnification shall include, without limitation, reimbursement of attorney's fees and expenses incurred by the Broker in connection herewith.

5. The Recipient shall not enter into any agreement for the purchase of the Company or its stock or assets unless said agreement contains a provision wherein the parties thereto acknowledge that the Broker is the procuring cause of such agreement and the Broker is entitled to a broker's commission as agreed upon by the Company and the Broker.

6. While the Information is believed to be accurate, it is subject to change, error or withdrawal of offering, without notice. The Company and the Broker expressly disclaim any and all liability for representations or warranties, expressed or implied, contained in the Information, or, for omissions from it. The Company reserves the right to require the return of the Information at any time.

7. A facsimile transmission of this document is legal and binding.

8. The Recipient warrants that the undersigned is a duly authorized by the company to enter into binding legal contracts on its behalf.

9. This Agreement contains the entire agreement between the parties hereto with regard to the subject matter hereof. If one or more of the provisions contained herein shall be held to be invalid, illegal or unenforceable, the balance of this Agreement shall remain in full force and effect. This Agreement shall be binding upon the parties' heirs, successors and assigns, where permitted. This Agreement may not be assigned by the Recipient without the prior written consent of the Broker. No ambiguity herein shall be resolved presumptively against any party. This Agreement shall be construed in accordance with the laws of the State of Texas, and the obligations of the parties are performable in Dallas, County, State of Texas, where venue shall lie for any actions brought hereunder.

### RECIPIENT:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Phone

Date: \_\_\_\_\_

\_\_\_\_\_  
Fax