

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 End	Revenue	Adjusted EBITDA	Adjusted EBITDA as a % of Sales
2016	\$417,309	\$104,430	25.02%
2015	\$381,737	\$100,368	26.29%
2014	\$369,711	\$100,029	27.06%

* 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.

CORPORATE/INVESTMENT GROUP CONFIDENTIALITY AGREEMENT

Plant Nursery Retailer

Sale Price: \$430,000

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