

**Deal Summary**

<b>Asking Price:</b>	\$750,000	<b>Listing ID:</b>	JFGC
<b>Down Payment:</b>	Usually 25%	<b>Company Type:</b>	General Contactor
<b>FF&amp;E:</b>	\$9,200	<b>Location:</b>	DFW
<b>Total Assets:</b>	\$32,800	<b>Adjusted EBITDA:</b>	\$380,000

**Terms**

With a down payment of 25%, 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 \$6,245. All notes will be personally guaranteed.

**Legal Organization**

TYPE OF CORPORATION: LLC  
 Year End is December  
 SIC Code: 1542  
 Accounting Method: Cash

**Top Things to Know About This Business**

- Established reputation and well-known in the industry after 16 years in business
- Business to Business company
- Listed on preferred vendor lists with several top commercial companies in DFW
- Owner is willing to train for up to one year
- Several repeat clients

**Business Activity**

The current owner founded the business in 2001 with a fax machine and a yellow pages phone book. Over the past 16 years, the work performed has gone from repairing a hole in a wall to now offering several services including commercial office and tenant finish-out remodeling services, exterior commercial construction, and white box services which comprises 85% of the gross revenue. They also offer project management of larger construction projects as well as industrial and manufacturing remodeling services that comprise 15% of the gross revenue. The average order is around \$120,000. After several years of building relationships with Commercial Real Estate companies, Commercial Property Managers, and Commercial Brokers, the company is now on the preferred vendor list for some of the top Commercial Real Estate and Property Management companies in the Dallas area. The owner is not currently doing anything to bring additional sales to the company, as they are overwhelmed with the work requests that are coming in the door organically. The current owner and his wife, have decided to semi-retire to the state of

Colorado and start a new (non-competing) business there, but will be available for up to a year for training. A typical day of the owner starts with visiting job sites, reviewing the progress of each project, meeting with sub-contractors and clients. At the end of the day, the owner can be found close to his computer working on QuickBooks putting together estimates and sending out invoices as needed. The new owner would need to either fulfill these roles or hire someone that will be able to perform them. Bank financing is available to borrowers that have a requisite background as dictated by the bank.

### Key Strengths

- 1) On the preferred vendor list for several commercial real estate companies, commercial brokers, and property management companies.
- 2) Have long term relationships with sub-contractors with more than one sub-contractor per trade.
- 3) Known in the industry for being proactive with problem solving as almost all projects will have an issue to resolve.
- 4) Currently all work requests come through relationships and/or referrals.
- 5) Low overhead gives competitive advantage over larger construction companies and company can be especially nimble in any given market condition.

### Possible Weaknesses

- 1) Company does not have a sales person.
- 2) Company does not have a trained support staff.
- 3) Can have lumpy revenues due to project-based work.
- 4) Operations is run 100% by the Owner and has no other employees.

### Marketing Strategy

All leads and referrals come from Commercial Real Estate companies, Commercial Brokers, and Property Management companies. 30% of the customers are Business Owners that were referred by people in the above mentioned companies. After several years of nurturing relationships and building a reputation for excellent work and service, the company is on the preferred vendor list for many commercial real estate, brokers, and property management companies. No other efforts have been made to secure sales leads. There is substantial opportunity for the new owner to implement a marketing strategy that includes social media marketing, presence in industry groups, attendance at trade shows, and other marketing strategies.

### History

The Company was started in 2001 by the current owner. The business has operated in DFW for 16 years.

#### Days and Hours:

Monday - Friday: 7:00am to 5:00pm.  
Saturday - Sunday: Closed.

### Sales and Adjusted EBITDA

Fiscal Year End	Revenue	Adjusted EBITDA	As a % of Sales
2016	\$1,856,913	\$380,000	21%
2015	\$1,328,550	\$309,953	23%
2014	\$641,325	\$119,624	19%

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

### Employees

The Company has no employees. The owner uses sub-contractors to complete all work. They have two to three sub-contractors for each trade and rotate work among sub-contractors. Most contractors have been working for the company for three to sixteen years.

### Assets and Liabilities

An asset list is available for the \$32,800 of Vehicles 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 new owner will need to obtain a new facility to operate the business. The current owner uses a warehouse and home office.

### Support and Training

The Owner genuinely desires an effective business transition with seamless customer service through to the buyer. Training and transition of relationships is estimated to take 6 months to a year and the owner is willing to stay on for up to a year with an employment contract.

### Reason for Selling

The owner wishes to move to the state of Colorado and begin a new non-competing venture there.

# CORPORATE/INVESTMENT GROUP CONFIDENTIALITY AGREEMENT

**Company Type: General Contractor**

**Sale Price: \$750,000**

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

**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	\$ _____	<b>TOTAL LIABILITIES</b>	<b>\$ _____</b>	
Other Stocks And Bonds	\$ _____			
Real Estate	\$ _____	Salary	\$ _____	
Automobiles -- Number ( )	\$ _____	Dividends & Interest	\$ _____	
Other Assets	\$ _____	Other Income	\$ _____	
<b>TOTAL ASSETS</b>	<b>\$ _____</b>	<b>TOTAL INCOME</b>	<b>\$ _____</b>	

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: \_\_\_\_\_

A Personal or Business Financial Statement Will Be Required Of All Potential Buyers Before Receiving Financial Information On Any Listing