

**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.

**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: **General Contractor**

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

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 \_\_\_\_\_ MONTH OF THIS \_\_\_\_\_ YEAR

\_\_\_\_\_  
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	\$ _____	<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