

# Acquisition Opportunity

JFAR – B2B Used Vehicle Cosmetic Reconditioning Company

Location: Greater Dallas / Fort Worth

**T|V|G** THE VANT GROUP

Fast growing company that provides cosmetic reconditioning services on used vehicles delivered or traded-in at car dealerships. These services include automotive paint refinishing, interior repair and body shop services, wheel and dent repair. There are two operations managers who help run the company. The seller acts as the General Manager and oversees operations, onboarding process of new clients, talent acquisition, and sets the standard for quality and service expectations for the company.

**ASKING  
\$5,250,000**

## Key Details

### Top Details

- Established and well-known company after 13 years in the industry.
- Currently has largest market share in the DFW area serving 48 dealerships as of October 2017.
- Average length of top 10 customers is 7 years.
- Owner is willing to remain with the company for up to one year.
- Opportunity to grow within DFW and duplicate the same business model in other large car markets in Texas and in other states.
- Owner has connections in Atlanta and is willing to help duplicate the business model in Atlanta, if the new owner has interest in growing outside of Texas.
- Owner continues to reinvest in the business and expects solid growth in 2018.
- Demand for used cars is expected to rise. Used car market in the United States is roughly triple the size of the new car market.\*

\*Forbes magazine, April 17, 2014, "How the Recession Changed America's Car-Buying Attitudes"

### Strengths

- Employs a unique compensation structure for technicians that fosters long tenure and loyalty of their technicians in a typically high-turnover industry.
- Low overhead and low capital expenditure.
- Developed a customized app that allows the technicians to do their own invoicing. The invoicing by the technicians is fully integrated with the corporate accounting system. The decentralization of the invoice data entry reduces the accounting resource needs at the corporate level.
- Recession resistant.

### Weaknesses

- No customer contracts but are exclusive service providers at the dealership.
- Trained technicians that know the company's proprietary systems can leave and create competition against the company.

### Marketing Strategy

- There has been both an outside and inside sales force. The co-founder has been working as an outside sales person but they are currently trying to find his replacement as he is transitioning out of the business. Developing and maintaining relationships with dealership owners, general managers, and used vehicle managers are key to acquiring new dealerships to service.

## Key Indicators:

Year	2017 Annualized \$'000	2016 \$'000	2015 \$'000	2014 \$'000
Revenue	8,708	7,923	6,221	5,505
Gross Profit	2,524	1,741	1,322	1,038
Adj. EBITDA*	1,320	1,129	659	804

\*Profit before interest, tax, depreciation, amortization (non-cash items) including owner salary, one-time and discretionary expenses.

### Included in offering:

- Working Capital: up to \$500,000
- Assets: \$84,500
- All debts, if any, on the company will be paid off by the seller at closing.

### Reason for selling:

- The owner and the co-founder started learning and working in this field of business at the age of 19 and 21, respectively. They feel the business has outgrown their capacity to take this business to the next level and are fatigued.

### Next Steps:

In order that we may obtain our client's permission to release the Confidential Information Memorandum, please complete the Non-Disclosure Agreement and Buyer Profile and return to:

**Julie Fleming**, Managing Director  
[julie@thevantgroup.com](mailto:julie@thevantgroup.com)



**T|V|G** THE VANT GROUP

Georgetown Office Community | 17766 Preston Rd., Dallas, TX 75252 | Tel: 972.458.8989 | [www.thevantgroup.com](http://www.thevantgroup.com)

**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

# CORPORATE/INVESTMENT GROUP CONFIDENTIALITY AGREEMENT

## B2B Used Vehicle Cosmetic Reconditioning Company

Sale Price & Down Payment: \$5,250,000

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