

Acquisition Opportunity

DEMN – Independent Plant Nursery Retailer w/ Real Estate

Location: Southeast of DFW

Profitable retail nursery just south of the DFW area. Busy highway frontage location, in business for over 30 years, stable workforce, strong local brand awareness, and turnkey operation. This semi-absentee run, full service 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 staff is capable of running day-to-day operations. Allowing the owner time to develop strategic relationships.

ASKING
\$430,000

Key Details

Top Details

- This business has been in its present location since it was founded.
- Owns properties with a total value of \$250,000
- This business is run semi-absentee, with a total of four full-time employees
- Well respected in the community with it's knowledgeable staff
- Key full time employees have been with the company 10+ years and have extensive horticulture experience
- Seasonal business with 60% of sales generated from March – June

Strengths

- Excellent financial records with clean and verifiable
- Well-trained & experienced staff in place
- Business continues to grow year over year
- Excellent relationship with vendors

Weaknesses

- Seasonal business
- Limited geographical reach
- Limited media exposure
- Lack of warm storage area in December

Marketing Strategy

The company has no outside sales force, but four inside sales people. This 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.



Key Indicators:

Year	2017	2016	2015
Revenue	\$454,000	\$417,000	\$382,000
Gross Profit	\$183,000	\$168,000	\$183,000
Adj. EBITDA*	\$116,000	\$107,000	\$100,000

*Profit before interest, tax, depreciation and amortization (non-cash items)

Included in offering:

- Real Estate: **\$250,000**
- Inventory: **\$38,000**
- FF&E: **\$14,000**
- All debts on the company will be payed off by the Seller at closing

Possible Terms:

Deal is pre-approved through the SBA. 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.

Reason for selling:

The owner wants to retire. The owner genuinely desires an effective business transition with seamless customer service through to the buyer. They will train the buyer without charge for 30 days. An additional consulting contract can be obtained.

Next Steps:

In order that we may obtain our client's permission to release the Confidential Information Memorandum, please register your interest by completing the Non-Disclosure Agreement (including the Buyer Profile) and return to:

Dwayne Evans, Managing Director Dwayne@thevantgroup.com
(972) 458-8989 ext. 204

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

T | V | G

**The Vant Group
Mergers & Acquisitions**

Corporate Office
17766 Preston Rd
Dallas, TX 75252
Office: (972) 458-8989
Fax: (972) 458-7342

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):

Location Preference:

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

Cash in Banks \$ _____

Notes Payable \$ _____ x

U.S. Govt Securities \$ _____

Liens on Real Estate \$ _____

Accounts & Notes Receivable \$ _____

Other Liabilities \$ _____

Value of Businesses Owned \$ _____

TOTAL LIABILITIES \$ _____

Other Stocks and Bonds \$ _____

Real Estate \$ _____

Salary \$ _____

Automobiles -- Number () \$ _____

Dividends & Interest \$ _____

Other Assets \$ _____

Other Income \$ _____

TOTAL ASSETS \$ _____

TOTAL INCOME \$ _____

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