

### Deal Summary

<b>Asking Price:</b>	\$180,000	<b>Listing ID:</b>	DLKD
<b>Down Payment:</b>	\$36,000	<b>Company Type:</b>	Landscaping
<b>FF&amp;E:</b>	\$45,000	<b>Location:</b>	Dallas County, TX
<b>Revenue:</b>	\$300,000	<b>Adjusted EBITDA:</b>	\$102,000**

\*\*Financial adjustments assume a strategic purchase by synergistic buyer

### Terms

With a down payment of \$36,000 (20%), 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. It will require a monthly payment of approximately \$1675.00. All notes will be personally guaranteed.

### Legal Organization

Type of Corporation: SOLE PROPRIETOR  
 Year End is DECEMBER  
 SIC Code: 0782  
 Accounting Method : CASH

### Top Things to Know About This Business

- 2018 Trends show a 25% year over year cash flow growth
- Diverse mix of customers (Residential and Commercial) with approximately 50/50 split
- Track record of 17 years
- Established work crews with strong, stable employees
- Full-Year contracts has eliminated seasonality often seen in the industry
- This would be a great strategic acquisition opportunity for an existing landscaping company looking to subsidize their growth.

### Business Activity

This well-established landscaping business enjoys an excellent reputation for its quality work and service. The owner started this business in 2001. The current clients are a balanced mix of commercial and high-end residential in which they perform lawn maintenance and landscaping. They have existing 12 months contracts with *all* of their clients. Maintenance contracts average \$350/month and lanscape construction jobs average around \$4500/job. Their clients have been with them a long time and currently total around 80 with only 1 client representing more than 10% of revenue. The owner’s functions in the business currently include: day-to day management and overall supervision, sales, accounting, scheduling daily work,

equipment maintenance, and payroll. The owner is retiring but he's willing to stay-on for a period of up to 6 months to transition new ownership. This is a growing business in a growing market. With great contracts and loyal, tenured employees this would make an outstanding strategic acquisition opportunity for an existing landscaping company to subsidize their growth either by expanding their local footprint or having some immediate customers upon entering the market.

### Strengths

- 1) Annual contracts ensure recurring revenue
- 2) Well established reputation
- 3) Diverse customer mix
- 4) High-end established customer base
- 5) Very experienced labor force

### Possible Weaknesses

- 1) Reliance on owner/manager for multiple functions, including sales and growth
- 2) No internet presence
- 3) Due to owner's age and health, not enough attention has been placed on growth efforts

### Marketing Strategy

The owner has been responsible for sales and marketing efforts of the company. The current strategies for growth have included word-of-mouth marketing, referrals, and advertising through NETWORKX. The target customer base is entirely Dallas/Fort Worth local.

### History

The Company was started in 2001 by the current owner. The business has been in its present location for over 17 years.

#### **Days and Hours:**

Monday - Friday: 7:00am to 3:30pm.

Saturday - Sunday: Closed.

### Sales and Adjusted EBITDA

Fiscal Year End	Revenue	Adjusted EBITDA	As a % of Sales
2017	\$306,760	\$102,118	33%
2016	\$336,997	\$71,794	21%
2015	\$358,906	\$82,991	23%

*\* All adjustments to EBITDA were provided by seller, adjustments assume acquirer is a strategic buyer with overlapping costs that can be eliminated.*

### Employees

The Company has a total of 6 full time employees. The key employees are 2 foreman and 4 crewmen/laborers. The current average tenure of employees is approximately 6 years.

### Assets and Liabilities

An asset list is available for the \$45,000 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 business occupies a 1330 sq ft building and pays \$800 per month. The current lease is month to month. Buyer should expect to relocate the shop/facilities. The current location has been sold and the property owner will be using the land for other purposes.

### Support and Training

The Owner genuinely desires an effective business transition with seamless customer service through to the buyer. They will train a buyer for 30 days. An additional consulting contract can be obtained.

### Reason for Selling

The owner wishes to retire.

# CORPORATE/INVESTMENT GROUP CONFIDENTIALITY AGREEMENT

## Landscaping Sale Price: \$180,000

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax