$\mathbf{T}|\mathbf{V}|\mathbf{G}|$ the vant group Acquisition Opportunity [AVDW] – [Fast Growing Auto Rental Recovery Business with \$6.0mil+ in EBITDA] Corporation Type: S-Corp Location: DFW Metroplex NAICS Code: 561491

The company specializes in comprehensive investigations and recovery of assets tailored to car rental agencies, by locating and recovering vehicles that are overdue or have not been returned by renters. Unlike traditional repossession companies, the company employs a unique approach to vehicle retrieval. The company does not own repo trucks or maintain vehicle storage lots. Instead, once a vehicle is located, the company arranges for it to be directly returned to a rental agency's location. The company also developed an intuitive and user-friendly website; it acts as an efficient tool to help its clients manage the assigned territory. Moreover, the company utilizes a network of sub-contract agents to provide detailed field reports, giving you a comprehensive view of the investigation progress.

ASKING

\$18,000,000

Top Details/Business Activity Longevity: Established in 2008, the company has been an industry leader for ≻ several years

- Business Model: The company recovers rental vehicles for rental car agencies that have not been returned by its customers.
- Stable Revenues: With an average gross revenue exceeding \$13 million from 2020 to 2023 and an anticipated gross revenue of \$19.4 million in 2024, the company demonstrates a consistent and stable revenue stream. This notable strength highlights their ability to maintain a strong market position.
- Strong Cash Flow: With expected cash flow of over \$6.4 million in 2024, the company's strong cash flow is a testament to its financial management and operational efficiency.
- Robust Cash Flow Margin: The company's impressive average cash flow margin of 27% 2020 to 2023, along with an expected cash flow margin of 33.1% in 2024, signifies strong profitability and financial health. Maintaining such healthy margins indicates effective cost management and a sustainable business model.
- Clean Books and Records: The Seller Runs ZERO Addbacks through the Company.

Strengths

- Nationwide Network of Agents: With an extensive presence spanning across the country, the company can rapidly respond to rental vehicle recovery requests from various regions and cities.
- Ability to Prepay Expenses to Bill Client: This unique and proactive approach streamlines the recovery process, as the company takes care of upfront expenses and later bills the client accurately and transparently. This financial assistance fosters strong client relationships, alleviates the financial stress for their clients, and distinguishes the company from competitors.
- Ability to Understand Client's Urgent Needs: In the dynamic and timesensitive world of auto rental recovery, the company excels in its exceptional ability to grasp and address clients' urgent needs promptly.
- Client Portal: The company developed an intuitive and user-friendly website; it acts as an efficient tool to help its clients manage the assigned territory. It provides essential real-time information about ongoing investigations and status of auto recovery.

Opportunities

- Market Investigative Services to Related Industries: Offer investigative services to auto lenders, leasing companies, banks, and credit unions by expanding the company's utilization of the Recovery Database Network (RDN), a software platform that tracks repossession orders. The company's expertise in locating and recovering assets can be valuable for these industries as well.
- Recapture prior rental car recovery business: Revisiting prior clients is an avenue for growth. The company elected to end servicing of a prior client due to pricing structure changes in 2012. However, the prior client has since undergone new management.
- Attract Smaller Regional Rental Car Companies: Targeting smaller regional rental car companies presents an opportunity to expand the client base. Smaller companies will appreciate the specialized approach and personalized service.
- Expand Services for Current Customers: Expand the services offered for current clients by adding additional field agents, office staff, and additional services
- Market to Equipment Rental Industry: Applying the company's expertise to the equipment rental industry can be a strategic move. The principles of asset recovery and location apply to various types of rental assets.

Weaknesses

Customer Concentration: Largest client is over 95% of total sales; however, the company has adapted to become the main vendor for this client, significantly minimizing the risk of losing the client and enhancing client retention and has 3-year auto renewal master contract with largest client.

Key Indicators (Accrual Basis):								
Year (Financial Year End: 12/31)	2024 Annualized \$'000	2023 \$'000	2022 \$'000	2021 \$`000	2020 \$'000			
Revenue	19.4 M	16.8 M	12.4M	11.9 M	12.3 M			
Gross Profit	7.9 M	6.2 M	4.3 M	4.4 M	4.2 M			
Adj. EBITDA*	6.4 M	4.9 M	3.2 M	3.2 M	3.1 M			

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

Terms

The owner acknowledges a single client constitutes over 95% of the business's sales. Recognizing the potential risk this poses to buyers, the owner is amenable to diverse transaction structures, including upfront cash payment, an earn-out based on future performance, seller financing through an owner note, or a stock swap to ensure a fair and appealing deal. The final terms aim to balance both parties' interests and address the unique revenue concentration.

Included in offering

- Assets: \$30,000
- Working Capital: \$1,000,000

Business Days and Hours ➤ Monday – Friday*: ➤ Saturday – Sunday*:

- 9:00 am to 6:00 pm Closed
- *Agents operate 24 hrs./day, 7 days/week as needed.

Employees

- The Company has a total of 15 full time employees & 1 part-time employee. The key employees are an Accounting/Payroll Specialist, Accounting/Billing Specialist, Office Manager, and Office Supervisor.
- The Company's agent network includes 85 sub-contractors across the nation.

Reason for Selling

The Owners have grown fatigued and would like to explore other ventures.

Support and Training ➤ The Owners genuinely desires an effective business transition. The seller will provide initial training to the purchaser for 6 to 9 months at mutually agreement remuneration. If desired by purchaser, the owner is willing to work in a mutually agreed role at mutually agreement remuneration. The seller is willing to further assist with general management functions for a finite period to provide additional training at mutually agreeable compensation.

Next Steps

In order for us to release the Confidential Information Memorandum, complete the Non-Disclosure Agreement and Buyer Profile and return to:

> Alex Vantarakis, President alex@thevantgroup.com 972.458.8989 ext. 102



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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: Fast Growing Auto Rental Recovery Business with over \$6,000,000 in Adjusted EBITDA

Asking Price: \$18,000,000

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 _____2024

Typed/Printed Name of Buyer	Typed/Printed Name of Buyer		
Signature (Individually and as	Signature (Individually and as		
Duly Authorized Representative)	Duly Authorized Representative)		
Street Address	Street Address		
City, State, Zip Code	City, State, Zip Code		
Telephone / Email address	Telephone / Email address		

Please Initial _____

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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 Type of Business Preference (<i>Retail, Wholesale, Manufacturing, Service, Etc</i>):		AdReferralOther:			
		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 LIABILITIE	CS \$		
Other Stocks And Bonds	\$				
Real Estate	\$	Salary	\$		
Automobiles Number ()	\$	Dividends & Interest	\$		
Other Assets	\$	Other Income	\$		
TOTAL ASSETS	\$	TOTAL INCOME	\$		
Monthly Income Required: \$	<u> </u>	Down Payment Available:	\$		
Personal Net Worth: \$	Net Worth: \$				
Who Else Would Be Involved In The De	ecision 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 R Seller, Financial Statements, References And G					
Signature:	Date:				
A Personal Or Business Financial Statement					