

Acquisition Opportunity

DACG – Enterprise Resource Planning (ERP) Software Consulting

ASKING: \$1,270,000

Business Activity

ERP Software Consulting Company, specializing in ERP support services, custom programming and reporting, including system integration. IT company established in 1996, clean books and records, established customers through word of mouth.

Deal Summary

2024 Revenue:	\$686,000	2024 Adj. EBITDA:	\$422,000
Location:	Connecticut	Corporation Type:	LLC
Working Capital*:	\$22,000	Year Established:	1996
Total Assets*:	\$43,000	NAICS:	541510
*Included in Asking Price		Accounting Method:	Cash
		Financial Year End:	Dec

Terms

With a down payment of \$127,000 (10%), 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 \$14,000. All notes will be personally guaranteed.

Top Things to Know About This Business

- Turnkey Operations: Company has well-defined with systems and processes
- Low Overhead: One employee
- Stable Revenues: \$649,000 weighted average
- Robust Cash Flow Margins: Has average 55.8% cash flow margins over the past 3 years
- Clean Books and Records: The seller runs FEW addbacks through the company.
- Established Brand: Excellent reputation for outstanding on-time and on-budget work.
- Limited Marketing: 90% - 95% of business comes from referrals and repeat business
- Longevity: Established in 1996, the company has been an industry leader for 28 years
- Fixed Assets: \$28,000
- Seller Financing: 10% seller financing available to show seller’s confidence in continued success.
- Training: Seller will train free of charge for 1-3 months to ensure smooth transition.

Strengths and Weaknesses				
Key Strengths		Possible Weaknesses		
Customer Satisfaction: high satisfaction rates can also lead to positive word-of-mouth, reducing marketing expenses.		Too few employees: identify skill gaps in your management team and either train existing staff or hire experienced personnel.		
Industry Growth Prospects: strong growth prospects in an industry offer higher opportunities for business expansion and profitability		Train employees to offer the same level of service that you do, and consider CRM systems to manage customer relationships as the business grows		
Breadth of Knowledge across multiple industries, multiple programming languages, multiple ERP Systems		Adjust payment structures to improve cash flow, such as requiring deposits or offering discounts for upfront payments		
Long-tenured employees indicate a stable work environment				
Vacation Frequency: ability for the owner to take vacations without disrupting business operations indicates a well-run, sustainable business				
History				
The Company was started in 1996 by its current owner. The business has been in its present location for over 11 years.				
Business Days and Hours				
Monday – Friday:	7AM to 7PM EST			
Saturday:	On Demand			
Sunday:	On Demand			
Marketing Strategy				
The company does not have a formal Sales Training Program, Policy or Forecasts. Nor does the company utilize an advertising agency. Word of mouth is the primary format.				
Financial Summary				
Year	2024 Annualized	2023	2022	2021
Revenue:	\$686,000	\$609,000	\$646,000	\$626,000
Gross Profit:	\$686,000	\$609,000	\$646,000	\$626,000
Adj. EBITDA:	\$422,000	\$363,000	\$327,000	\$288,000
Adj. EBITDA Margin	61.5%	59.6%	50.6%	46%
<i>*Profit before interest, tax, depreciation, amortization (non-cash items) including owner salary, one-time and discretionary expenses. All adjustments to EBITDA were provided by seller</i>				

Employees

The Company has a total of 1 full-time employee with a 12-year tenure. The key employee is a programmer and provides support and programming services.

Assets and Liabilities

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.

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 30-90 days. An additional consulting contract can be obtained for 2 years.

Reason for Selling

The owner has grown the business since 1996 and is looking forward to the next stage of life.

Next Steps

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

Dirk Armbrust, Managing Director

dirk@thevantgroup.com

214.546.6298

CORPORATE/INVESTMENT GROUP CONFIDENTIALITY AGREEMENT

Description of Business: Enterprise Resource Planning Software Consulting

Asking Price: \$1,270,000

1. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned ("The Recipient") enters into this Confidentiality Agreement with The Vant Group, Inc., a Texas corporation ("the Broker") and for the benefit of the Broker's client (the "Company") that shall be identified by the information disclosed under this Confidentiality Agreement.
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, investors, tax advisors and attorneys, 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. If Buyer decides not to pursue the possible purchase of the Business or Seller decides not to pursue the sale of the Business, Buyer will promptly destroy, delete and 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.
9. The Recipient warrants that the undersigned is a duly authorized by the Recipient to enter into binding legal contracts on its behalf.
10. 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 City State Zip

Print Name

Email Address

Signature

Phone

Date

Fax

ABILITY TO CLOSE

All potential buyers are required to indicate that they have decision-making authority and financial ability to close on the transaction before receiving financial information on any listing. If you are an individual buyer, this is not the right form. Please contact analyst@thevantgroup.com and ask for an NDAI.

For Corporate buyers, Private Equity Firms, Family Offices, or Search Funds, please provide one of the following by email to analyst@thevantgroup.com:

- A copy of your most-recent Balance Sheet. OR
- A signed letter on company letterhead from your funding source stating that:
 - They have the financial capacity to fund acquisition up to the list price of this offering.
 - They have endowed you with decision-making authority on the suitability of this business for your acquisition, and the authority to proceed through close, unless your due diligence discovers material issues that no longer make the acquisition suitable for you. OR
 - Complete the below Buyer's Personal Profile.

BUYER'S PERSONAL PROFILE - CONFIDENTIAL INFORMATION

Name: _____

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? _____

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: _____