Acquisition Opportunity

[JDEU] – [Concrete Pumping Company For Sale in North Texas] TVG

Corporation Type: C-Corp Location: North Texas

Founded over 20 years ago, the company is a family-owned business that has a rich heritage in the concrete construction sector. Since acquiring its first pump in 1999, the company has honed its focus exclusively on concrete pumping, allowing its customers to manage the contracting. The company's skilled operators bring vast experience in both concrete work and pump truck operations. Committed to excellence, the company operates a fleet of modern trucks to ensure consistent reliability. The services range span a 100-mile radius, guaranteeing satisfaction for its clients

ASKING \$17,271,000

Top Details/Business Activity

- **Business Model:** As a trusted provider, the company offers concrete pump trucks along with skilled operators, specifically catering to commercial general contractors.
- Turnkey Operations: The operations are streamlined with established systems and processes, ensuring consistent and efficient service delivery.
- Strong Revenue Growth: The company has achieved an impressive 27% compound annual growth rate in revenue over the past three years.
- Robust Cash Flow Margin: In 2021 and 2022, the company maintained a healthy average cash flow margin of 22.8%, which has surged to an average of 31.2% in 2023 and 2024.
- Strong Cash Flow: The company generated \$3.18 million in cash flow in 2023 and is projected to increase to \$3.2 million in 2024.
- Limited Marketing: An impressive over 95% of business volume comes from referrals and repeat clients, highlighting the company's commitment to quality and reliability.
- Assets Included: The company possesses fixed assets of over \$8,000,000, including a fleet of pump trucks and other critical equipment.
- Established Brand: The company has built a reputation for punctuality, adhering to budgets, and delivering superior quality, which has helped establish a strong brand over the years.
- Large New Contract: Recently, the company secured a significant contract worth \$15,000,000, to pump more than 700,000 yards of concrete at a competitive rate of \$12.50 per yard.

Strengths

- Consistent Growth in Annual Sales
- Experienced and Valuable Team Members
- Comprehensive and Current Financial Records
- Broad and Loyal Clientele
- Clearly Defined Organizational Structures and Roles

Weaknesses

Possible Substantial Capital Investment Needed for Further Growth

Reason for selling:

Retirement

Key Indicators ((Accrual Basis):
-------------------------	------------------

Year (Financial Year End: 12/31)	2024 Annualized \$'000	2023 \$'000	2022 \$'000	2021 \$'000
Revenue	10,712	9,621	6,457	5,224
Adj. EBITDA*	3,215	3,188	1,359	1,278

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

Included in offering:

➤ Working Capital: up to \$810,000

> Fixed Assets: \$8,202,000

Business Days and Hours

Monday - Friday: Saturday - Sunday: 24/7 24/7

Employees:

The Company has a total of 36 full time employees.

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.

Next Steps

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

> Jacob Davis, Managing Director Jacob@thevantgroup.com (979) 218-4429



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: Concrete Pumping Company For Sale in North Texas

Asking Price: \$17,271,000

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

Return Agreement in Full (Both Pages)	Please Initial

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

Please Initial	



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 Compan Type of Business Preference	•		
(Retail, Wholesale, Manufacturing, Service	•	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	S\$
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?:	Φ
	ocision Process	Require miniculate meome:	
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:	 	Thave Tou Ever Been Antested.	
1	2	3	
I Hereby Attest That The Above Is A True R	epresentation On M	My Financial Status. I Agree To Provic	de, Upon Request By Broker Or
Seller, Financial Statements, References And	Other Pertinent Info	rmation Evidencing Such Financial Su	fficiency If Necessary
Signature:	Date:		
A Personal Or Business Financial Statement	Will Be Required Of A	Il Potential Buyers Before Receiving Financ	ial Information On Any Listing