

Acquisition Opportunity

AFZN – Accredited Special Purpose and Online Schools

Corporation Type: C Corp Location: Mississippi NAICS : 61111B

Extraordinary opportunity to purchase a highly regarded and accredited provider of education for kindergarten through twelfth grade students across three schools, all located in Mississippi. In addition, the business operates a state, regional and nationally accredited online school serving students across a variety of programs which has significant opportunity for growth. The business has a strong reputation recognizing the need for an individual, motivational and intellectual environment for students for academic and career achievement, especially with diverse learning needs. **The business includes real estate related to the schools which is preferred to be part of the overall transaction.**

Accepting Offers

Deal Process

- Process will focus on qualified, interested buyers who return a signed non-disclosure agreement and adhere to a process which includes submitting an IOI in order to move to a LOI and due diligence.

Top Details/Business Activity

- 25 years in business by current ownership
- Unique specialty education offering with limited competition
- Significant enrollment growth opportunity of over 50% within current capacity
- Online growth potential significant, at least 2x current enrollment
- Internally developed software enabling online school
- Flexibility to relocate anywhere nationally

Real Estate

- Land and Building can also be acquired in conjunction with business and as part of offer; real estate is related to three school, all located in Mississippi and preferred as part of overall transaction.

Strengths

- Well established reputation
- Unique offering of specialty education not offered in Mississippi
- Accredited online platform with significant growth
- Specialized trained staff meeting student needs
- Low student/teacher ratio

Weaknesses

- Working capital required to grow the business
- Lack of marketing expertise to drive enrollment

Marketing Strategy

- The current marketing program is limited to traditional advertising outreach and new business development is driven primarily by word of mouth and referrals.

Reason for selling:

- The current ownership team does not have the working capital to sustain and grow the business to its potential.

Key Indicators (Cash Basis):

Year (Financial Year End: May)	2019 \$'000	2018 \$'000	2017 \$'000	2016 \$'000
Revenue	8,987	9,491	7,453	6,532

*Average Adjusted SDE of \$1,254,000

*pre Covid 19 and legal allegations against owners; current financial performance is materially down from the above average

The company's fiscal year begins in June and concludes in May of the following year; for example, 2019 financial year reflects the period between June 2019 – May 2020

Included in offering:

- All furniture, fixture and equipment are expected to be part of transaction with working capital to be determined
- Seller will pay debt obligations at or post close

Business Days and Hours

- Monday - Friday: 7:30 AM to 5:00 PM
- Saturday - Sunday: closed

Employees:

- The Company has a total of 70 full time employees across three schools with backups in place at key levels.

Support and Training

- The Owner genuinely desires an effective business transition with seamless transition through to students/faculty. They will train a buyer for at least 30 days at no additional cost. An additional consulting contract can be obtained and owner (s) willing to stay on with buyer.

Next Steps

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

Anthony Forcione, Managing Director

Forcione@thevantgroup.com

781-789-3712



CORPORATE/INVESTMENT GROUP CONFIDENTIALITY AGREEMENT

Accredited Special Purpose and Online Schools Sale Price & Down Payment: Accepting Offers

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