

Acquisition Opportunity

[AGKT] – Multifaceted Electrical Contractor (specializing in oil & gas)

Corporation Type: C-Corp Location: Texas NAICS Code: 238210

T|V|G THE VANT GROUP

An established and proven firm focused on the design and construction of fluid handling systems. These services are specialized for the oil and gas industry but have expansion opportunities. The company employs a talented workforce of 5 full-time employees and 1 part-time worker. The seller acts as the General Manager of operations and is responsible for the bidding of projects and the negotiating of agreements, as well as the execution and supervision of the actual project.

ASKING
\$4,120,000

Top Details/Business Activity

- Successfully in business for 27 Years
- Owner performs contract bidding, negotiating, project execution, and supervision
- Key account with Exxon Mobil making up 50% of revenue
- Specializes in all phases of design and construction of fluid handling systems
- Bank financing is available to borrowers that have a requisite background as dictated by the bank

Real Estate

- Land and Building (included in purchase price) can also be acquired in conjunction with business for \$1,264,500

Strengths

- Maintained OSHA safety rating for 27 years
- Longstanding and proven business model
- Talented employee workforce with over 200 years of experience
- Master Service Agreements and Open purchase orders with the top oil, gas and pipeline companies

Weaknesses

- Company is sensitive to the oil and gas industry
- Company and industry have limited resources available

Marketing Strategy

- Sales and marketing of the business have been primarily word of mouth and corporate referrals. Growing the company beyond the current geography and market would require additional investment.

Reason for selling:

- After 27 years of successfully operating the business, the owner is looking to retire.

Key Indicators (Accrual/Cash Basis):

Year (Financial Year End: XX/XX)	2020 Annualized \$'000	2019 \$'000	2018 \$'000	2017 \$'000
Revenue	1,200	635	926	1,787
Gross Profit	863	189	256	302
Adj. EBITDA*	465	119	215	221

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

Included in offering:

- Additional Tools and Equipment: \$360,500
- Additional Inventory: \$768,000

Business Days and Hours

- Monday - Friday: 8am – 5pm
- Saturday - Sunday: Open by contract

Employees:

- The Company has a total of 5 full time employees and 1 part-time employee. The key employees are the owner and his son.

Support and Training

- The Owner genuinely desires an effective business transition with seamless customer service through to the buyer. They will train a buyer and stay on with the business for 1 to 2 years. 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:

Art Goodwin, Managing Director

art@thevantgroup.com

(469) 387-2846



T|V|G THE VANT GROUP

Georgetown Office Community | 17766 Preston Rd., Dallas, TX 75252 | Tel: 972.458.8989 | www.thevantgroup.com

CORPORATE/INVESTMENT GROUP CONFIDENTIALITY AGREEMENT

Multifaceted Electrical Contractor (specializing in oil & gas)

Sale Price & Down Payment: \$4,120,000

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

Street

Signature

City State Zip

Print Name

Phone

Date: _____

Fax