

Acquisition Opportunity

AVMB – Custom Sign Designer and Manufacturer

Corporation Type: C-Corp Location: DFW Metro NAICS Code: 339950

T|V|G THE VANT GROUP

The company is a full-service architectural signage company. The company provides services for architects, interior designers, general contractors and property management companies. These services include design, manufacturing and installation of a variety of different exterior signs. By offering a unique combination of customer service and innovative design. The company has become a go-to resource for exterior signage and company branding and is a mainstay in the Dallas area.

ASKING
\$500,000

Top Details/Business Activity

- The owners act as Sales Managers and run the day to day.
- **Established Brand:** Excellent reputation for outstanding on-time and on budget work.
- **Robust Cash Flow Margins:** Has averaged 30% cash flow margins over the past 3 years
- **Longevity:** Established in 1991, the company has been in its current location for over 20 years.
- **Limited Marketing:** 100% of business comes from referrals and repeat business

Strengths

- Long term client relationships with most of the property management companies in Dallas
- Have a good reputation
- Have specifications and sign criteria for all the buildings we work in
- Know materials and how to mimic more expensive finishes, know best way to simplify complicated designs

Weaknesses

- Does not have an estimator
- Recently lost our key man after 20 years - he wanted to start his own business; however, he still does installations for the company
- Does not have an outside salesman
- Does not have a CRM system

Marketing Strategy

- There are four inside salespeople.

Reason for selling:

- Ready to retire.

Key Indicators (Cash Basis):

Year (Financial Year End: 06/30)	2021 Annualized \$'000	2020 \$'000	2019 \$'000	2018 \$'000	2017 \$'000
Revenue	794K	720K	778K	975K	834K
Gross Profit	441K	373K	502K	520K	457K
Adj. EBITDA*	266K	189K	248K	281K	199K

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

Included in offering:

- Assets: \$26,000

Business Days and Hours

- Monday - Thursday: 8:00am to 5:00pm
- Friday: 8:00am to 3:00pm
- Saturday - Sunday: Closed

Employees:

- The Company has a total of 4 full time employees, as well as 1 part time employee and 2 outside installers. The key employee is Project Manager.

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 45 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:

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



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CORPORATE/INVESTMENT GROUP CONFIDENTIALITY AGREEMENT

Custom Sign Designer and Manufacturer Sale Price & Down Payment: \$500,000

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. The Recipient warrants that the undersigned is a duly authorized by the Recipient 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