

### Deal Summary

<b>Asking Price:</b>	\$2,950,000	<b>Listing ID:</b>	DAJG
<b>Down Payment:</b>	\$ 295,000	<b>Company Type:</b>	Security communication and response equipment manufacturer
<b>FF&amp;E:</b>	\$ 16,000	<b>Location:</b>	Dallas – Ft. Worth Metroplex
<b>Inventory:</b>	\$ 118,000	<b>Adjusted EBITDA:</b>	\$619,212 <sup>1</sup>

<sup>1</sup> Weighted average for 2019 – 2021

### Terms

With a down payment of \$295,000 (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 \$26,200. All notes will be personally guaranteed.

<b>Purchase Price</b>	\$2,950,000
<b>Down Payment (%)</b>	10%
<b>Down Payment (\$)</b>	\$295,000
<b>Loan Amount (%)</b>	80%
<b>Loan Amount (\$)</b>	\$2,360,000
<b>Interest (Prime + 2.75)</b>	6%
<b>Term of Loan (Y)</b>	10

Year	Revenue	Cost of Goods		Gross Profit	Operating Expenses	Adjusted EBITDA	Adj EBITDA as	
		Sold					% of Sales	COGS as %
2019	\$ 2,195,205	\$ 649,373	\$	\$ 1,545,832	\$ 1,502,484	\$ 495,903	22.59%	30%
2020	\$ 2,078,951	\$ 484,360	\$	\$ 1,594,591	\$ 1,111,158	\$ 788,657	37.94%	23%
2021	\$ 1,819,370	\$ 465,098	\$	\$ 1,354,272	\$ 1,098,824	\$ 566,868	31.16%	26%

## Legal Organization

Type of Corporation: S Corporation  
Year End is December  
NAICS Code: 423990  
Accounting Method: Accrual

## Top Things to Know About This Business

- **Turnkey Operations:** Company is guided by well-defined systems and processes
- **Non-cyclical:** Company's products are in demand regardless of business cycle
- **Covid:** Company remained open. There was some impact to 2020 and early 2021, but many of the impacted customers had delayed (rather than cancelled) demand.
- **Strong Cash Flow:** \$700,000+ in cash flow in 2020
- **Robust Cash Flow Margins:** Consistently exceeded 20% cash flow margins over the past 3 years
- **Established Brand:** Excellent reputation for outstanding on-time and on budget work.
- **Backlog:** Backlog consistently grown throughout 2021.
- **Seller Financing:** 10% seller financing available to show seller's confidence in continued success.
- **Training:** Seller will train free of charge for 2 months to ensure smooth transition.

## Business Activity

The company is a leader in the design and implementation of critical incident notification systems. When the company began in the early 1990s, it focused on courthouses and other government facilities. Since then, the company has expanded to schools, hospitals, factories, and office buildings.

The company's product is unique in that it delivers alarms directly to first responders. Incident notification is the crucial first step. The faster the response, the quicker and safer the resolution.

The company has almost 400 customers. In most years, at least one unique customer will represent more than 10% of sales, but it's usually a different customer each year. Average order size is about \$10,000.

Bank financing is available to borrowers that have a requisite background as dictated by the bank

### Key Strengths

- 1) Product Technology is superior because we have built the ability over the years to deliver integrated systems
- 2) Reputation and Customer List
- 3) Product Cost Compared to Competitors
- 4) Technical Know How
- 5) Flexible & Quick to React

### Possible Weaknesses

- 1) Opportunity to enlarge the sales team
- 2) Lack of Capital for investment in product development
- 3) Untapped potential for aggressive entry into federal sales
- 4) Company has not pursued export sales
- 5) The company has done direct sales but not much marketing and advertising

### Marketing Strategy

There are so many expansion opportunities for this product. Any facility that uses a radio is a potential customer. Company has had strong interest from federal agencies but has been unable to figure out how to access this market. There is also a lot of potential for export sales if an in-country partner can be identified.

### History

The Company was started in 1994 by the current owner. The business has been in its present location for over 8½ years.

**Days and Hours:**

Monday - Friday: 8:00am to 5:00pm.

Saturday - Sunday: Closed.

### Sales and Adjusted EBITDA

Fiscal Year End	Revenue	Adjusted EBITDA <sup>2</sup>	As a % of Sales
2021	\$1,819,370	\$566,868	31.2%
2020	\$2,078,951	\$788,657	37.9%
2019	\$2,195,205	\$495,903	22.6%

<sup>2</sup> All adjustments to EBITDA were provided by seller.

### Employees

The company has a total of 6 fulltime employees and 1 part time employee. Their functions cover Sales, Accounting, Technician, and Office Manager.

### Assets and Liabilities

All furniture, fixtures, and equipment needed for the business will be included in the sale. All cash will be retained by the Seller. All debts (except trade accounts payable) 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.

### Facilities

The business occupies a 4,012 sq ft building and pays \$5,300 per month. The current lease expires April 30, 2022. Seller is in the process of extending the lease for three additional years. The landlord is amenable to extending the lease further.

### 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 60 days. An additional consulting contract can be obtained.

### Reason for Selling

The owner wishes to retire.

**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: Security Technology

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 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 \_\_\_\_\_ 20XX

\_\_\_\_\_  
Typed/Printed Name of Buyer

\_\_\_\_\_  
Typed/Printed 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



**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 Company?  Internet  Ad  Referral  Other: \_\_\_\_\_

**Type of Business Preference**

*(Retail, Wholesale, Manufacturing, Service, Etc):*

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Location Preference:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Cash In Banks	\$ _____	Notes Payable	\$ _____	x
U.S. Govt Securities	\$ _____	Liens On Real Estate	\$ _____	
Accounts & Notes Receivable	\$ _____	Other Liabilities	\$ _____	
Value Of Businesses Owned	\$ _____	<b>TOTAL LIABILITIES</b>	<b>\$ _____</b>	
Other Stocks And Bonds	\$ _____			
Real Estate	\$ _____	Salary	\$ _____	
Automobiles -- Number ( )	\$ _____	Dividends & Interest	\$ _____	
Other Assets	\$ _____	Other Income	\$ _____	
<b>TOTAL ASSETS</b>	<b>\$ _____</b>	<b>TOTAL INCOME</b>	<b>\$ _____</b>	

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? \_\_\_\_\_

**Fields of past Business experience:**

1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_

*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: \_\_\_\_\_

A Personal Or Business Financial Statement Will Be Required Of All Potential Buyers Before Receiving Financial Information On Any Listing