Acquisition Opportunity

[AVGE] - Fast-Growing Logistics Brokerage Franchise

Corporation Type: LLC Location: DFW NAICS Code: 488510



Fast growing franchise specializing in global forwarding, as well as providing logistic brokerage services and the company also does third party warehousing and handles freight logistics for companies. The seller acts as the General Manager and oversees operations, onboarding process of new clients, talent acquisition, and sets the standard for quality and sales expectations for the company.

ASKING \$3,500,000

Top Details/Business Activity

- Growing Revenue: 40% in average gross revenue YOY growth over the past 2 years
- > Strong Cash Flow: \$1.5M+ in cash flow in 2022
- Robust Cash Flow Margins: Has average 48% cash flow margins over the past 2 years
- Turnkey Operations: Company is guided by well-defined systems and processes
- Clean Books and Records: The seller runs ZERO addbacks through the company.
- > Established Brand: Excellent reputation for outstanding on-time and on budget work.
- No Marketing: 90% 95% of business comes from referrals and repeat business
- Bank financing is available to borrowers that have a requisite background as dictated by the bank

Strengths

- Well established reputation
- Business Development
- Customer Service
- > Strong operational execution and excellence
- > Unlimited growth potential

Weaknesses

Hiring

Marketing Strategy

There is both an outside sales force. The owners, is the full-time outside salesperson.

Reason for selling:

Retiring and to spend more time with father who is 91.5 years old.

Key Indicators (Accrual Basis):

Year (Financial Year End: 12/31)	2022 Annualized \$'000	2021 \$'000	2020 \$'000
Revenue	2.48MM	1.85MM	1.27MM
Adj. EBITDA*	1.50MM	923K	582K

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

Business Days and Hours

Monday - Friday:
Saturday - Sunday:
8:00am to 6:00pm
On Call

Employees:

The Company has a total of 8 full time employees and 1 part time employee.

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 for up to 6 months.

Next Steps

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

> Alex@thevantgroup.com 972.458.8989 ext. 102



CORPORATE/INVESTMENT GROUP CONFIDENTIALITY AGREEMENT

Fast-Growing Logistics Brokerage Franchise Sale Price & Down Payment: \$3,500,000

- 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		
ate:	Fax		