

Acquisition Opportunity

DECR09– SBA Pre-Approved Dallas Area Med Spa

High Quality Cosmetic Treatments - A med spa is a combination of a traditional day spa and a medical clinic. Day spas focus primarily on relaxation, but med spas are powered more by results. Med spas offer specialized treatments and cosmetic services – such as injections and treatments to improve skin tone and the appearance of wrinkles – but in a relaxing, welcoming facility.

Med spas are run by physicians, and although not every procedure is carried out by a doctor, they are all performed under the supervision of a licensed physician, making treatments and procedures safer and with less risk of complications. Med spas give you peace of mind by offering state-of-the-art, medical-grade procedures. This is because a lot of cosmetic services and treatments cannot be performed unless you have credentials and certified experience.

ASKING
\$4,500,00

Terms

- With a down payment of \$470,000 (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 up to \$400,000 of the purchase price if needed). It will require a monthly payment of approximately \$50,519. All notes will be personally guaranteed.

Top Details/Business Activity

- Over 10 years in Business
- Average Order - \$250 per ticket
- Owner is a part time Injector
- Employees are able to back up each other
- No one customers exceeds 10% of sales
- Provide high quality cosmetic treatments
- Bank financing is available to borrowers that have a requisite background as dictated by the bank
- Growth in the industry is expected to have a 14.9% rate through 2030
- Room for growth at current location with the use of additional room and/or bringing on more injectors.

Strengths

- Excellent Location
- Repeat and Reoccurring Customers
- Continuity of Care between different Injectors
- Prepay services provide tremendous cash flow support for business
- Well-equipped facility

Weaknesses

- Recent turnover of Injectors – Finding replacements are not difficult, but training does take 3-5 months to bring them up to speed.
- Owners are no longer aggressively pursuing expansion in the marketplace

Marketing Strategy

- The business is successful using a combination of social media marketing, referrals and giveaways supported by vendors to drive business to the location and grow their reach in the area.

Reason for selling:

- The owner is ready to retire.



Key Indicators (Cash Basis):

Year (Financial Year End: 12/31)	2022 \$'000	2021 \$'000	2020 \$'000
Revenue	4,344	3,396	2,147
Gross Profit	2,556	1,852	1,223
Adj. EBITDA*	1,413	692	413

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

Included in offering:

- Working Capital/ Inventory: up to \$60,000
- Assets & FFE: \$350,000
- Details about the debt – Sellers will pay off all liabilities at closing including paying in cash the amount of prepaid services. As of Dec 31, 2022, this was approx. \$640,000.

Business Days and Hours

- Tuesday - Friday: 9am to 6pm
- Saturday : 9am to 5pm

Employees:

- The Company has a total of 13 full time employees. The key employees are the Spa Manager and 5 Injectors

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.

Next Steps

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

Dwayne Evans Managing Director
Dwayne@thevantgroup.com
617-767-6235

CORPORATE/INVESTMENT GROUP CONFIDENTIALITY AGREEMENT

SBA Pre-Approved Dallas Area Med Spa Asking: \$4,500,000

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

Signature

Print Name

Date: _____

Street

City State Zip

Phone

Fax

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):

Location Preference:

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

Cash In Banks \$ _____

U.S. Govt Securities \$ _____

Accounts & Notes Receivable \$ _____

Value Of Businesses Owned \$ _____

Other Stocks And Bonds \$ _____

Real Estate \$ _____

Automobiles -- Number () \$ _____

Other Assets \$ _____

TOTAL ASSETS \$ _____

Notes Payable \$ _____ x

Liens On Real Estate \$ _____

Other Liabilities \$ _____

TOTAL LIABILITIES \$ _____

Salary \$ _____

Dividends & Interest \$ _____

Other Income \$ _____

TOTAL INCOME \$ _____

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