

Deal Summary

Asking Price:	\$450,000	Listing ID:	AVCM
Location:	Collin County	Company Type:	General Dentist Practice
Revenue:	\$544,000	EBITDA:	\$297,000

Special Notes

This is a single-practitioner setup, so the buyer must either possess a dentistry background or bring in a new dentist during the transition.

The presented cash flow does not factor in rent expenses. The buyer has the option to either acquire the property and set their own rent for the business or opt to lease the property from the current owner or a third-party landlord. The business has been priced at a reduced multiple of 1.5x, recognizing that an adjustment for rent expenses may be necessary, potentially bringing the multiple into the typical range.

Terms

With a down payment of \$45,000 (10%), third party financing is available to finance the remaining balance. Assuming a loan term of 10 years and an interest rate of 11.25%; the estimated monthly payments will be around \$5,600/month or \$67,200 annually. This calculation excludes any loan fees or working capital a buyer may receive from the bank. This opportunity has been pre-approved by an SBA lender.

Legal Organization

Type of Corporation: Sole Proprietor
SIC Code:

Year End: December
Accounting Method: Cash

Top Things to Know About This Business

- **Business Model:** Single-Practitioner dental office that provides general dentistry for all ages.
- **Patient Census:** Approximately 2,100 active patients. 73% of patients are 61 years old or younger.
- **Turnkey Operations:** Company is guided by well-defined systems and processes.
- **Limited Operations:** The practice is only open a few days a week. A buyer can expand hours.
- **Stable Revenues:** \$500,000 in average gross revenue over the past 3 years
- **Clean Books and Records:** The seller runs ZERO addbacks through the company.
- **Established Brand:** Excellent reputation for outstanding work and professional environment.
- **No Marketing:** Almost 100% of business comes from referrals and repeat business.
- **Longevity:** Established in 1998, the practice has been serving patients for 25 years.
- **Workforce:** Two-Thirds of the employees have been with the practice for 9 years or longer.
- **Training:** Seller will train free of charge for 3 months to ensure smooth transition.
- **Location:** The practice is in one of the fast-growing cities in Texas and the DFW area.
- **Real Estate Option:** Seller also owns real estate and there's an option to purchase property.

Sales and Adjusted EBITDA

Fiscal Year End	Revenue	Adjusted EBITDA	As a % of Sales
2022	\$544,000	\$297,000	54.6%
2021	\$547,000	\$265,000	48.4%
2020	\$460,000	\$195,000	42.2%
2019	\$470,000	\$220,000	46.9%

** The adjustments include (1) Other Income, (2) Rent, (3) Interest and (4) Depreciation. Please note, that we added back the rent the seller paid however we did not make a negative rent adjustment due to the unknown nature of how the property will be handled (purchased or leased).*

Employees

The Company has zero full-time employees and three part-time employees. The key employees is a front office person who answers phones, schedule patients, order supplies and does payroll, (2) Assistant who assist the dentist in all procedures and (3) Hygienist who cleans patients teeth and conducts x-rays.

Assets and Liabilities

An asset list is available for the furniture, fixtures and equipment. All cash and accounts receivable will be retained by the Seller. All debts 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 4,200 sq ft building and is owned by the seller in a separate entity. The seller plans to sell the business and the property as part of the transaction. If the buyer of the practice does not purchase the property, the seller with either keep the property or sale it to a third party real estate investor.

Support and Training

The Owner genuinely desires an effective business transition with seamless customer service through to the buyer and are open to negotiating a fair transition plan.

Reason for Selling

The owner has relocated.

CORPORATE/INVESTMENT GROUP CONFIDENTIALITY AGREEMENT

Dental Practice Sale Price: \$450,000

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