

Deal Summary

Asking Price:	\$495,000	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 \$49,500 (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 \$6,200/month or \$74,400 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: 8021

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.

**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: Dental Practice

Asking Price: \$495,000

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 _____ 2024

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):

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

**7600 Stonebrook Parkway
Frisco, TX 75034**

**Medical Building
For Sale**



±4,774 SF on 4.1 Acres / Former Dental Office

For More Information

Jarrett Dunaway, SIOR
Senior Vice President
214.280.3196
jdunaway@cresa.com

John Pelletier
Principal
214.277.4524
jpelletier@cresa.com

Cresa Dallas
One Cowboys Way
Suite 350
Frisco, TX 75034

Even though obtained from sources deemed reliable, no warranty or representation, express or implied, is made as to the accuracy of the information herein, and it is subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions imposed by our principals.



**7600 Stonebrook Parkway
Frisco, TX 75034**

**Medical Building
For Sale**



PROPERTY INFORMATION

7600 Stonebrook Parkway
Frisco, TX 75034

- ±4,774 SF
- On 2.1 Acres
- Sale Price: \$1,590,000
(\$333.05 per Square Foot)
- Former Dental Office
- 9/1,000 Surface Parking
- Easy Access from
Dallas North Tollway

For More Information

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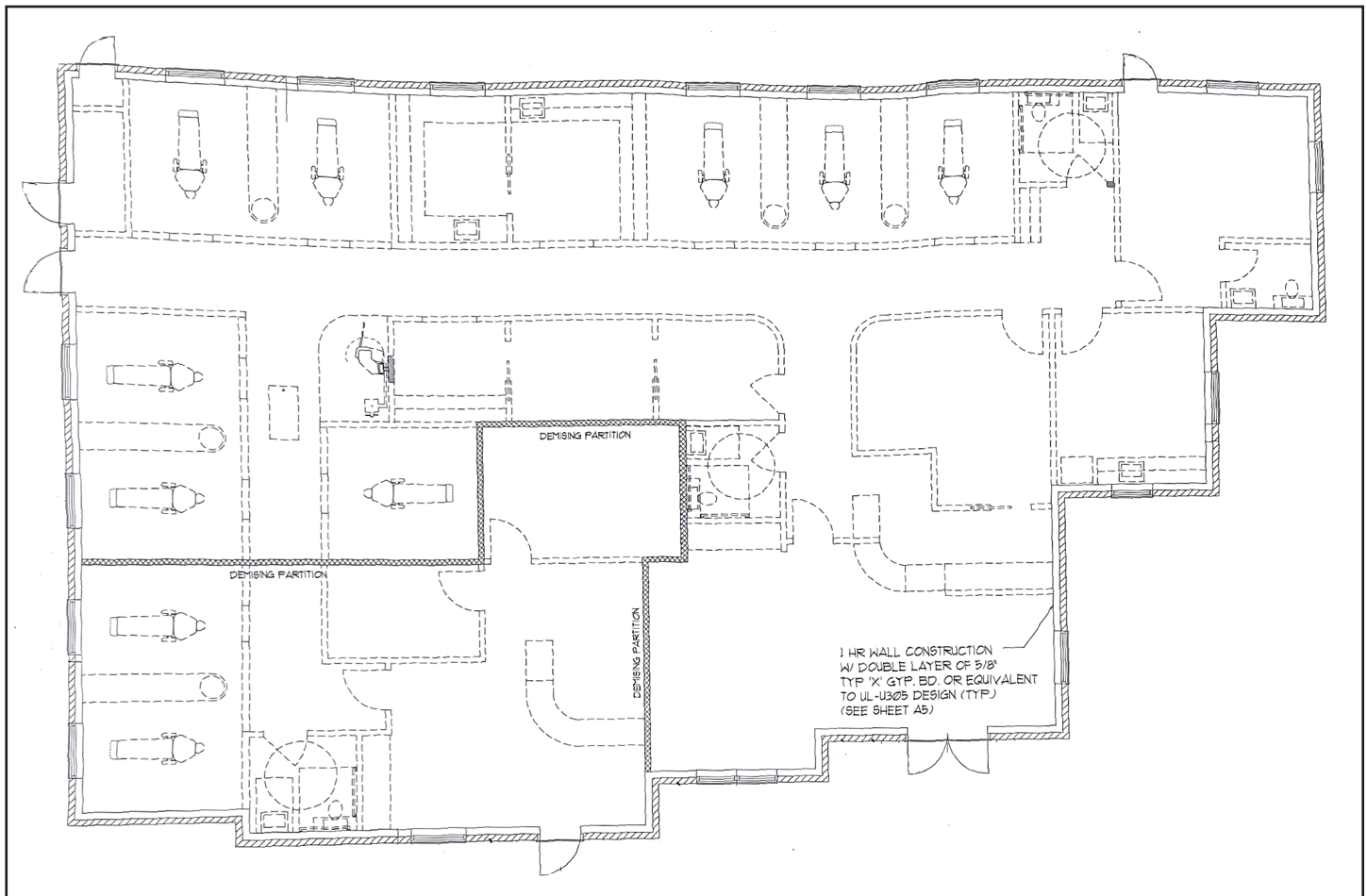
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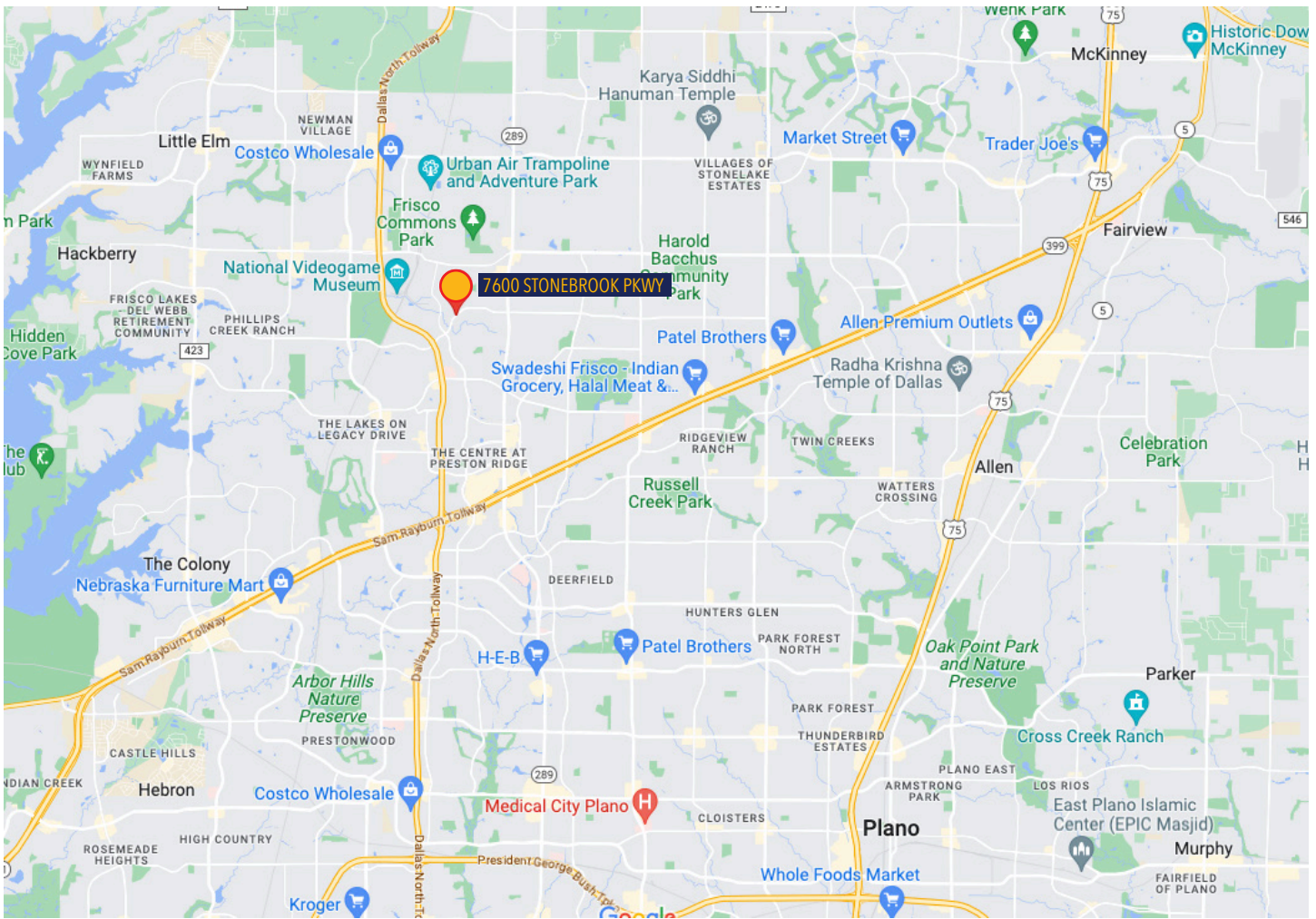
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Frisco, TX 75034**

**Medical Building
For Sale**



**Surrounded by Amenities and Easily Accessible
from the Dallas North Tollway**

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Medical Building
For Sale



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

11-2-2015



TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the

written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Cresa Global, Inc.
Licensed Broker/Broker Firm Name or
Primary Assumed Business Name

9007724
License No.

gburns@cresa.com
Email

214-446-3738
Phone

Robert Gregory Burns
Designated Broker of Firm

291394
License No.

gburns@cresa.com
Email

214-446-3738
Phone

Buyer/Tenant/Seller/Landlord Initials

Date