Acquisition Opportunity

MHJR – **Online-Focused Apparel & Home Goods Retailer**

ASKING: $2,250,000

Business Activity

The Company is a well-established multi-channel women's apparel and accessories business with gifts and home décor offerings, operating through a highly engaged social-media-driven sales model and a 3,626-square-foot DFW retail location. Products are promoted through scheduled releases twice weekly, allowing customers to pre-purchase online, select in-store pickup, or receive nationwide shipping. Many pickup customers make additional in-store purchases, while the company ships approximately 70–100 packages daily.

The active owner oversees merchandise selection, employee scheduling, and overall operations. She is supported by two full-time and approximately 8–12 part-time employees who handle much of the company's customer service, fulfillment, and daily showroom activity.

Deal Summary

(TTM) Revenue:	$2,163,000	**TTM SDE:**	$708,000
FF&E*:	$25,000	**Corporation Type:**	Partnership
Inventory*:	$225,000	**Location:**	DFW
Total Assets*:	$250,000	**Year Established:**	2006
NAICS or SIC Code:	458110	**Accounting Method:**	Cash
* Included in Asking Price, subject to adjustment based on the timing of the sale.		**Financial Year End:**	December

Terms

With a down payment of $234,000 (~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. It will require a monthly payment of approximately $27,000. All notes will be personally guaranteed.

Special Notes

- **Accounting Method:** Although the tax returns identify the accounting method as accrual, management reports that the business maintains cash-basis internal records. Customer payments are generally collected at or before the point of sale, merchandise purchases are expensed when paid, and the company reports no meaningful trade accounts receivable or accounts payable.
- **Gift Cards:** The company reports an outstanding gift-card liability of approximately $63,400 as of June 30, 2026.
- **Retirement Plan Addback:** The company's reported retirement-plan expense could not be fully reconciled to the retirement expense reported on the applicable tax returns for all periods. However, reports prepared by NOVA 401(k) Associates, the company's third-party retirement plan administrator, indicate that approximately 93%–95% of employer contributions were allocated to the two owners, supporting treatment of the owner-attributable portion as a discretionary addback.
- **Inventory Shrinkage Reconciliation:** The company's Inventory Shrinkage account is used primarily as a recurring inventory reconciliation adjustment rather than solely to record physical loss, theft, damage, or obsolete merchandise. Management reports that the company's CPA periodically

compares the inventory balance reflected in the Square point-of-sale system with the amount recorded in QuickBooks and records the difference through Inventory Shrinkage to align the two systems. Based on the periods reviewed, these recurring true-up adjustments appear to represent normal timing and reconciliation differences between the two systems rather than material physical inventory losses. When considered over time, TVG does not believe these adjustments materially distort the company's reported financial performance.

- **Best-Fit Buyer Profile:** An active buyer with experience in retail merchandising, apparel, e-commerce, social-media marketing, or consumer products who is prepared to lead the company's merchandise purchasing and growth initiatives.

Top Things to Know About This Business

- **Business Model:** Women's apparel, accessories, gifts, and home décor are sold through a social-media-driven online sales platform and a retail store.
- **Established Brand:** Founder-owned business with approximately two decades of operating history and an established reputation within its market.
- **Customer Base:** Management reports an online following of approximately 27,000 and more than 5,000 active customers.
- **Consistent Profitability:** The company has maintained strong adjusted SDE margins, ranging from approximately 27.7% at the low end to 33.7% at the high end over the periods presented.
- **Inventory Management:** Limited obsolete inventory and customer-demand-based purchasing help control inventory exposure. Management estimates that less than 1% of inventory is dead or obsolete.
- **Experienced Workforce:** The company has two full-time and approximately 8–12 part-time employees. Management reports low turnover, and all but one employee has more than two years of tenure.
- **Nationwide Reach:** Approximately 75% of sales are generated in Texas; however, the company ships nationwide and extends its reach through social media.
- **eCommerce Implementation & Digital Growth:** A new owner has the opportunity to build a more comprehensive eCommerce platform beyond the Company's established Facebook sales channel. Opportunities include Shopify, email and text marketing, customer loyalty programs, TikTok Shop, Instagram Shop, marketing automation, remarketing, and targeted digital advertising, creating additional ways to reach existing customers and attract new ones.
- **Supplier-Term Opportunity:** Merchandise purchases are generally paid for immediately. A new owner may be able to improve the company's cash-conversion cycle by negotiating vendor credit, payment terms, quantity discounts, or other favorable purchasing arrangements.
- **Transition Support:** The active owner is willing to provide up to 30 days of post-closing transition support to assist with operations, purchasing, merchandise selection, and customer continuity. Following the initial transition period, she is also willing to attend future merchandise markets with the buyer on mutually agreed terms to provide additional purchasing and product-selection support.

Strengths and Weaknesses

Key Strengths	Possible Weaknesses / Opportunities
Efficient presale and inventory-management model	Revenue pressure resulting from Facebook algorithm changes and limited marketing-channel diversification
Strong cash flow and improving gross margins	Underdeveloped e-commerce, CRM, loyalty, email, text, and social-shopping capabilities
Established brand and loyal customer base	Immediate supplier payments create an opportunity to negotiate vendor credit and payment terms
Established showroom with nationwide shipping capabilities	Lease assignment and continuation of renewal rights require landlord coordination

History

The company began operations in 2005 and was formally established in 2006 by the current owners. The business originally operated as a children's boutique and coffee shop before relocating following an owner's job transfer.

Business Days and Hours

Monday – Friday:	10:00AM to 6:00 PM
Saturday:	10:00AM to 6:00 PM
Sunday:	Closed

Marketing Strategy

The company does not use an outside sales force. Its primary marketing channel is social media, particularly a member only Facebook group, where merchandise is released on a scheduled basis twice weekly and customers frequently pre-purchase products online. Customers may select in-store pickup, which often generates additional showroom purchases, or nationwide shipping.

The company has increased boosted-post advertising in response to reduced organic Facebook visibility but has made limited use of Shopify, TikTok, Instagram shopping, email marketing, text messaging, customer loyalty programs, remarketing, and marketing automation. These channels represent meaningful growth opportunities for a new owner.

Financial Summary

Year (Financial Year End: 12/31)	**TTM** Internal P&L	**2025** Internal P&L	**2024** Tax Return	**2023** Tax Return
Revenue:	$2,159,000	$2,171,000	$2,443,000	$2,677,000
Gross Profit:	$1,337,000	$1,254,000	$1,375,000	$1,378,000
SDE*:	$708,000	$631,000	$750,000	$741,000
SDE Margin	32.8%	29.1%	30.7%	27.7%

**Profit before interest, tax, depreciation, amortization (non-cash items) including owner salary, one-time and discretionary expenses. All adjustments were provided by seller*

Employees

The company has two full-time and approximately 8–12 part-time employees. Management reports low turnover, satisfactory employee morale, and all but one employee with more than two years of tenure.

Assets and Liabilities

The transaction is expected to include approximately $25,000 of furniture, fixtures, and equipment. The seller will retain excess cash and settle company debt and seller-specific liabilities at closing. The company reports no meaningful trade accounts receivable or accounts payable. An outstanding gift-card liability of approximately ~$63,000 will be addressed in the definitive transaction documents.

Facilities

The business occupies a 3,626 sq ft building in a high-traffic retail area adjacent to a major national retailer and pays approximately $11,500 per month. The current lease expires in January of 2028 and includes two consecutive three-year renewal options.

Support and Training

The Owner genuinely desires an effective business transition with seamless customer service through to the buyer. The active owner is willing to provide up to 30 days of post-closing training and transition support. Following the initial transition period, she is also willing to attend future merchandise markets with the buyer on mutually agreed terms.

Reason for Selling

The owners are preparing for retirement after approximately two decades of building and operating the company. The active owner has maintained the business at a level that meets the owners' objectives and has not aggressively pursued growth opportunities.

Next Steps

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

Michael Horn, Managing Director

michael@thevantgroup.com

254 – 368 – 9954 (Text Message preferred)

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: Online-Focused Apparel & Home Goods Retailer

Asking Price: $2,250,000

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 _____________

Printed Name of Buyer	Printed Name of Buyer
Signature (Individually and as Duly Authorized Representative)	Signature (Individually and as Duly Authorized Representative)
Street City State Zip	Street City State Zip
Phone	Phone
Email Address	Email Address

Return Agreement in Full (Both Pages)

Please Initial _______ ________

T | V | G THE VANT GROUP

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	$ __________	**TOTAL LIABILITIES**	**$ __________**	
Other Stocks And Bonds	$ __________			
Real Estate	$ __________	Salary	$ __________	
Automobiles -- Number ( )	$ __________	Dividends & Interest	$ __________	
Other Assets	$ __________	Other Income	$ __________	
TOTAL ASSETS	**$ __________**	**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