

Available for Acquisition...

Custom Manufacturing

Oklahoma

Gross Sales: \$1,017,000

SDE (Seller's Discretionary Earnings): \$600,000

ACQUISITION HIGHLIGHTS

ASKING PRICE: \$2,575,000

Includes Long-Term Contracts, Valuable Fixed Assets, Inventory, Building and Real Property [1].

IF INTERESTED: SIGN THE NDA AND ACT QUICKLY!



OVERVIEW & MOTIVATION FOR SALE

This business is on track to "well exceed" 2018. Management states the business could increase 200% - 300% before needing additional space (and the space would be easily accessed, if needed).

This Limited Liability Company offers an excellent acquisition opportunity for the purchase of a successful company with a strong reputation, a firm position in the market, and a history of sales and profitability. Historical financials and data depict a sound investment with proven and sustainable revenues and earnings. For over fifteen years, the company has manufactured metal and composite parts to customer provided engineered specifications. Long-term contracts are in place, and the company is poised for significant growth opportunity that is both realistic and achievable. Increased work and contracts are readily available. **The owner has developed a unique business model and niche that reduces competition and therefore produces unusually high margins.**

After many years of successful manufacturing, the owner is ready to retire and spend time with family, friends, and other life pursuits. If the owner were younger and better capitalized this business would not be for sale. The sale will include contracts, valuable fixed assets, and inventory. [1]The building and real property can also be purchased in addition to the business to assist with financing. The real estate has an estimated value of \$656,000.

Preliminary and "high-view" information is available to qualified acquisition candidates who have signed the Confidentiality and Non-Disclosure Agreement (the NDA).

FOR FURTHER INFORMATION, PLEASE CONTACT:

Rob Firestone, M&AMI, CBI, FMAS



Oklahoma Corporate Acquisitions
RFirestone@OKCorporate.com

Boston Place, Suite 210 • 1516 South Boston Avenue • Tulsa, OK 74119 • (918) 438-8218 • FAX: (918) 622-6522

More information on this Seller is available to principals only. No cooperative fees paid to intermediaries.

DISCLAIMER: The subject company or its agent has provided all information in this document to Oklahoma Corporate Acquisitions ("OCA") and, while believed to be correct, has not been verified. Accordingly, OCA makes no representations or warranties as to the accuracy and truthfulness of such information. The recipient hereof acknowledges that OCA shall not be liable for any loss or injury suffered by said recipient in any way connected to the delivery by OCA of this document. At all times OCA is an agent for the seller and not for the buyer unless a specific agreement exists for OCA to act as a buyer's agent.



OKLAHOMA CORPORATE ACQUISITIONS

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AGREEMENT, ACKNOWLEDGMENTS & DISCLOSURES

For purposes of this agreement ("Agreement"), Oklahoma Business Brokers, Inc., an Oklahoma Corporation, and/or one or more affiliate entities, including but not limited to, Oklahoma Corporate Acquisitions, and Oklahoma Commercial Realty, Inc. (collectively "OCA") has been employed by a business or its owners (collectively "Business") to find a buyer for the assets and operations of Business. "Buyer" shall be each undersigned as a prospective purchaser and, if such Buyer represents a business entity, then Buyer shall include officers, employees, directors, and agents of such entity.

OCA and Buyer acknowledge, understand, and agree to the terms herein, in consideration of which OCA, its affiliates, agents or representatives may be willing to disclose information to Buyer about the Business, and

Except by written agreement between OCA and Buyer, OCA represents and is paid by the Business. Buyer shall not, directly or indirectly, circumvent nor interfere with OCA's contractual right to compensation from Business, and Buyer and Buyer's advisors shall not attempt to induce changes to contract terms between Business and OCA; violation of this clause may be cause for damages against Buyer for intentional interference with contract. Buyer shall not, except through OCA, correspond, negotiate, or submit offers or proposals, enter into trade, employment, lease or financing contract with Business. In the event of breach of this paragraph, Buyer shall pay to OCA compensation as provided in such engagement agreement between OCA and Business, and

Business is an intended party and beneficiary whose rights are being protected and it may enforce terms of the Agreement as if it was a party hereto. Information Buyer receives or discusses regarding Business is sensitive, proprietary, and confidential, and its disclosure to others would be damaging to Business and to the relationship between OCA and Business. Buyer and OCA agree provisions of the Agreement shall be specifically enforceable by OCA or Business. If litigation is commenced to enjoin breaches of this Agreement, the prevailing party or parties shall be entitled to an award of costs, including reasonable attorney's fees, and

Data and information provided to or obtained by Buyer with respect to Business is confidential and sensitive. Buyer will hold and protect all such information as confidential and sensitive, and agrees not to disclose to any party, not first bound by the Agreement, the name, location, availability for sale, financial data, records, studies, trade or operational practices, or any fact regarding Business. Before disclosing information on Business to seek advice and counsel of employees, advisors, investors or lenders to the Buyer, each such party must first be bound to confidentiality under terms of the Agreement, and Buyer shall be responsible for their performance under terms of this Agreement and shall obtain prior consent of OCA before making such disclosures, and

Information disclosed to Buyer with respect to a Business is solely and exclusively for the purpose of providing introductory information to Buyer for considering purchase of Business. Buyer shall not use nor assist others in using such information to cause Business competitive harm, nor to contact or solicit Business's employees, vendors, customers, suppliers, landlords, bankers, owners, agents, representatives, advisors or lenders. Buyer attests Buyer is not an employee or agent of and is not working on behalf of the Internal Revenue Service, a tax reporting or collecting agency, or any law enforcement, governmental or investigative entity. In the event Buyer determines to not pursue further inquiry regarding Business or upon request by OCA or Business, Buyer will immediately return to OCA or destroy all information OCA or Business provided to Buyer, without retaining copies, summaries, analyses, copies, notes, or extracts thereof, and

OCA is not an expert on the Business and is relying on Business for information. Any and all information OCA provides or discloses to Buyer is introductory and for the Buyer's convenience, with Buyer's full knowledge and understanding it is not warranted or verified by OCA as to completeness, accuracy or suitability. Buyer shall look exclusively to Business and Buyer's independent investigations and advisors for all information being relied upon by Buyer regarding Business. Buyer recognizes and accepts that Buyer must independently verify to Buyer's own satisfaction all information, including but not limited to data, projections, advice, and suggestions by OCA regarding Business, its assets or operations or terms of transactions. Buyer shall not rely on OCA for legal, accounting, investment, or tax advice services, which Buyer shall procure at Buyer's expense and which OCA hereby advises Buyer to seek on all matters related to or transactions contemplated by this Agreement. OCA may offer business or strategy ideas as to deal, structure or agreement terms or may draft or assist Buyer in preparing documents or agreements, provided Buyer shall not accept or rely upon any such activities by OCA as being or as a substitute for independent legal, accounting, investment, or tax advice. Buyer agrees to hold OCA and OCA's agents harmless from claims or damages resulting from errors or omissions in information conveyed to Buyer. Buyer represents and warrants that Buyer is knowledgeable about such transactions as may be contemplated hereunder, acknowledges and agrees to the need to

obtain legal, accounting, investment, and tax counsel at Buyer's own expense, and Buyer shall be responsible for independently conducting full and complete due diligence review to evaluate and verify all material information prior to purchase of Business. In the event Buyer submits any form of purchase offer or letter of intent to acquire all or any part of Business, Buyer hereby authorizes OCA, Business, and lessor to Business to obtain credit and financial information regarding Buyer. At the closing of an acquisition, Buyer shall grant OCA a written, full and complete disclaimer and hold harmless releasing OCA from responsibility and liability for Buyer's decisions and acquisition of Business, and

Buyer understands and agrees, unless notified otherwise, OCA is employed as broker regarding real estate as provided herein and as agent of Business, OCA looks to Business for OCA's compensation, while OCA may attempt to assist Buyer in procuring financing, examining condition of Business, its assets or operations, suggesting offer terms or otherwise helping Buyer in acquisition of Business, OCA will perform such actions as a courtesy to Buyer for the express purpose of effecting a successful sale thereby earning a commission to be paid by the Business. Buyer agrees OCA shall not be deemed as Buyer's agent for any purpose other than transmitting offers from Buyer to the Business. Buyer further agrees that OCA shall not be construed as undertaking any duty or obligation to Buyer by virtue of any oral agreement or course of conduct, and that no duty of OCA to the Buyer shall be inferred through any method other than a written instrument signed by both OCA and Buyer. Buyer expressly disclaims any right to rely on OCA for any representations as to the condition of any Business, its assets or operations, including but not limited to the financial history, operating condition, personnel issues, past operations and future prospects of the Business. Buyer consents OCA, as agent of Business or as broker of real property, may at OCA's discretion, disclose Buyer's motivating factors, willingness to pay more than being offered, or willingness to agree to financing terms different from those offered, and

This Agreement shall be governed by, construed and enforced in all respects in accordance with the laws of the State of Oklahoma. All claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach thereof, shall be decided in state court in Tulsa County, Oklahoma, and the parties hereto expressly consent to the venue and jurisdiction of such court. An executed facsimile of this Agreement or facsimile transmitted signature shall have the same force as an original binding document of signature, and

This Agreement shall terminate 24 months from the date hereof or the date of the last communication with or from Buyer regarding this Business, whichever last occurs.

THIS IS A LEGALLY BINDING DOCUMENT. READ IT CAREFULLY. IF YOU DO NOT UNDERSTAND IT, CONSULT AN ATTORNEY.

Agreed to, accepted and receipt acknowledged this _____ date of _____, 2019

By: (please sign) _____ (Buyer) Co: _____

Name (please print) _____ Title: _____

Address: _____

City: _____ ST: _____ ZIP: _____

Phone: _____ Fax: _____ Email: _____