

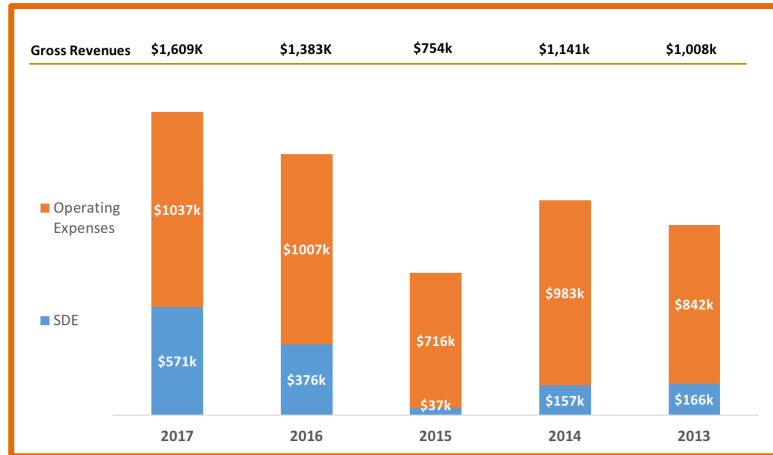
Aerial Mapping & Engineering Services Firm

Listing #41980259

Asking Price: \$1,500,000

Acquisition Highlights:

- Sterling reputation for last 40 years; leader in its region.
- Company invests in most advanced digital technology.
- 90% of business is derived from repeat clients.



Overview

Location: Nassau County, New York
Revenue: \$1,417,160*
SDE:** \$411,408*
Established: 1968

*Three Year Weighted Average

**SDE (Seller's Discretionary Earnings) is net profit adjusted to reflect owner's salary and benefits.

This well known digital aerial mapping company has been in operation with the current owner since 1972 and conducts aerial mapping work for civil engineers, land surveyors, geographic information systems (GIS) suppliers, and other government, commercial and private firms. The company has longstanding customers including local state and federal governments, large utilities and civil engineering companies. The firm typically undertakes about 360 billable projects each year, with 90% of those from repeat customers, where none of these projects accounts for more than 20% of total revenues. Over the last five years, annual revenues have run between \$750k-\$1.54MM. The three-year average is \$1.4MM.

Reason for Sale: The owner is interested in transitioning to retirement by selling the business to a larger strategic partner. Owner is willing to stay on for an extended period as a project manager.

Type of Sale: This is contemplated as an Asset Sale where all assets of the company will transfer over to the new owner(s) except for any cash on hand and accounts receivable incurred prior to closing. All liabilities and accounts payable incurred prior to closing will remain with the seller.

Interested parties should complete the attached non-disclosure agreement and return it to VR Business Sales via email or fax. Qualified parties will be presented with a detailed confidential business review on the Company.



BUSINESS SALES
MERGERS & ACQUISITIONS

Please direct any communication to:
Devon Fleming, Senior Associate
(203) 772-3773 x105 or
devon@vrnutmeg.com

The Seller or its agents have provided all information contained in this document and while believed to be correct, has not been verified. Accordingly, VR Business Brokers or its affiliates make no representations or warranties as to the accuracy and truthfulness of such information. The recipient hereof acknowledges that VR and its affiliates shall not be held liable for any loss or injury suffered by said recipient in any way connected to the delivery of information given by VR Business Brokers in this document. At all times VR Business Brokers is an agent for the Seller.



CONFIDENTIALITY AGREEMENT

This confidentiality agreement (“Agreement”) is made this ___ day of _____, 2018, between Nutmeg Advisory Partners, LLC d/b/a VR Business Sales (“Nutmeg”), and _____ (“Company”), for the benefit of the potential seller(s) that has hired Nutmeg to represent it under listing number _____ (the “Client”).

RECITALS:

A. Nutmeg is serving as an agent for Client with respect to the sale of the Client’s business. Client is the beneficial owner of valuable information, which is a commercial asset of considerable value and is referred to in this Agreement as Confidential Information, as more fully defined in Section 1.

B. The Company is a business entity or an individual with an interest in purchasing or investing in the Client (a “Potential Transaction”).

Therefore, Nutmeg, for itself and the Client, and the Company, do hereby agree as follows:

1. Definition: “Confidential Information” shall mean: (a) any and all information of the Client, whether in written, electronic or oral form, including, without limitation, the existence of discussions regarding a Potential Transaction and the Client’s availability for an acquisition; (b) in the event the Company visits any of the offices of the Client or meets with the Client, such information which may come to the Company’s knowledge as a result of any such visit or meeting; and (c) any and all proprietary software programs disclosed by the Client.

2. Duty Not To Use Or Disclose: The Company acknowledges and understands that the Confidential Information is confidential and proprietary, that it constitutes trade secrets of the Client, and that it is of great value and importance to the success of the Client’s business. The Company shall use the Confidential Information only for the purpose of evaluating the Potential Transaction, and for no other purpose or for its benefit in any other way. The Company agrees to use reasonable efforts (meaning efforts not less than those Company employs to protect its own most confidential and proprietary information, and, in no event, less than the level of protection a reasonable person would provide to such information), to safeguard the Confidential Information, and to prevent the unauthorized, negligent or inadvertent disclosure thereof. The Company shall not, without the prior written approval of Nutmeg or the Client, directly or indirectly, disclose the Confidential Information to any person or business entity except for a limited number of employees, attorneys, accountants and other advisors of the Company, on a need-to-know basis, and who agree to be bound by the terms of this Agreement.

3. Duty To Return Or Destroy: The Company shall, upon written request of Nutmeg or the Client, promptly return to the Client any and all Confidential Information together with any copies or reproductions thereof and destroy any notes, memoranda or other documents concerning the Confidential Information and provide a certificate from an officer of the Company certifying to the Client that all such items have been returned or destroyed.

4. Non-Solicitation, Non-Contact And Communications: The Company agrees that, until the earlier of (a) the consummation of a Potential Transaction by the Company or (b) Client’s decision to terminate its efforts to sell, the Company will not initiate or maintain contact with any officer, director, or employee of Client regarding the business, operations, prospects or finances of Client, except with the written consent of Client. The Company further agrees that, unless otherwise directed by Client, all (i) communications regarding a Transaction (ii) requests for additional information or management meetings, and (iii) discussions or questions regarding procedures with respect to a Transaction will be submitted or directed to Nutmeg.

5. No Representations Or Warranties; Ownership: All information is provided by the Client and is not verified by Nutmeg. Neither Nutmeg nor Client makes any representation or warranty, express or implied, regarding such information, and all information is provided “as is.” All Information disclosed shall remain the trade secrets and exclusive property of the Client or, as applicable, any third party that owns it and has given the Client rights to it.



6. Non-Circumvention: The Company shall not circumvent or interfere with Nutmeg’s contract to sell the Client’s business, in the event that the Company does so interfere with Nutmeg’s collection of its fee from Seller, and in addition to all other remedies that may exist to Nutmeg’s benefit, it shall be liable to Nutmeg in the amount of the fee it that would have otherwise been paid for the Potential Transaction; *provided, however*, if the Company closes the Potential Transaction through the services of Nutmeg, the Company shall not be liable in damages or otherwise to Nutmeg with respect to payment of Nutmeg’s fee.

7. Company’s Financial Status: The Company shall, upon expressing its intent to purchase the Client’s business, provide a financial statement, Company business history, and a personal business history of the key managers of the Company. The Company hereby authorizes Nutmeg and the Client to obtain, through standard reporting agencies, financial and credit information about the Company and its key managers.

8. General: (a) This Agreement shall be governed by the laws of the State of Connecticut, without application of principles of conflicts of laws, (b) the federal and state courts located in the State of Connecticut, County of New Haven, and no other courts, shall be the sole and exclusive jurisdiction and venue for any disputes arising hereunder, (c) this Agreement shall not be assigned without the prior written consent of the non-requesting party, (d) this Agreement shall be binding upon the parties, their successors and permitted assigns, (e) this is the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior oral or written agreements related to the subject matter hereof, (f) this Agreement may not be modified or amended except for the express written agreement signed by the Company on the one hand and Nutmeg and the Client on the other hand, (g) it is expressly agreed that the Client is a third party beneficiary of the protections provided to it and its Confidential Information under this Agreement and shall have the right to enforce this agreement against the Company in accordance with its terms; (h) this Agreement may be signed in counterparts and with facsimile or electronic signatures, all of shall be deemed originals and one and the same document; and (i) this Agreement shall be effective for three years after the date provided in the introductory paragraph.

The parties have executed this Confidentiality Agreement on the date provided in the introductory paragraph.

**NUTMEG BY AND FOR ITSELF
AND THE CLIENT:**
NUTMEG ADVISORY PARTNERS, LLC

By: _____
Name: Devon Fleming
Title: Intermediary
Address: 941 Grand Avenue
New Haven, CT 06511
Telephone: (203) 772-3773
Fax: (203) 772-3713
Email: devon@vrnutmeg.com
Listing#: 41980259

THE COMPANY:

By: _____
Name: _____
Title: _____
Address: _____

Telephone: _____
Fax: _____
Email: _____
Liquid Assets for Investment: _____



HAS SOLD MORE BUSINESSES
IN THE WORLD THAN ANYONE.®

Nutmeg Advisory Partners
941 Grand Avenue
New Haven, CT 06511
Tel: 203-772-3773 Fax: 203-772-3713

CONFIDENTIAL BUYER FINANCIAL STATEMENT

PLEASE NOTE THAT ALL INFORMATION PROVIDED IS HELD IN STRICT CONFIDENCE

Personal Information:

Name:	Phone:
Address:	Email:
City/State/Zip Code:	Credit Score:

Assets:

Cash on Hand and in Banks	\$
U.S. Government Securities	
Accounts, Loans and Notes Receivable	
Cash Surrender Value Life Insurance	
Value of Businesses Owned	
Other Stocks and Bonds	
Real Estate	
Automobiles- Number ()	
Household Furnishing and Personal Effects	
Other Assets (itemized)	
Total Assets	\$

Liabilities and Net Worth:

Notes Payable	\$
Liens on Real Estate	
Other Liabilities (Itemized)	
Total Liabilities	\$

Net Worth \$

Source of Income:

Salary	\$
Dividends and Interest	
Bonus and Commissions	
Real Estate Income	
Other Income	
Total Income	\$

The undersigned certifies that this information was provided by him/her and is true and correct.

Date: _____ Signature: _____ Home Phone: _____