

**DESIGN-BUILD REMODELING FIRM- HIGHLY PROFITABLE- \$3M PIPELINE  
SF SOUTH BAY –MATURE BRAND – IN-HOUSE STAFF – STREAMLINED OPERATIONS - READY FOR SCALE**

**COMPANY OVERVIEW**

This well-established, modern design-build contractor specializes in residential remodels from concept to completion. Serving the SF South Bay for 20+ years, the firm has consistently generated \$4-7M in annual revenue over past 7 years (15-20 projects per year), based on an **experienced in-house professional staff** of interior designers, estimators, electricians, project managers, a warehouse manager and reliable field workers. The team collaborates with clients utilizing its streamlined operational procedures to deliver top-rated kitchen & bath remodels to full additions plus outdoor kitchens, attic & garage conversions. **Combined \$1M WIP and Strong pipeline of >\$3M (75% close rate) showing continued growth and improving profit margins.**



**Growth & Expansion:** Expensive real estate and high net worth individuals continue to drive explosive Bay Area demand for expansion, remodeling, renovation, landscaping & repair services. Expertise with 500+ projects, this firm is ready for further scaling with additional: partnerships, network referrals, SEO, client financing, community engagement or service additions.

**Facilities & Equipment:** Two facility locations include: a well-appointed and functional showroom, large warehouse with organized racking, 6 offices, storage and ample parking which is easily accessible from multiple freeways. All FFE included with sale: office furnishings, necessary vehicles, equipment, tools, inventory and supplies to complete construction projects.

**Training, Transition & Support:** Current owner work hours scales based on season (20-40 hours). Motivated and ready for retirement, owner seeks experienced, **CSLB “B” licensed operator** with construction-related experience, to carry on the **excellent reputation**, will provide training and stay on as consultant as needed up to a year to ensure a **smooth transition**.

**SUMMARY**

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|------------------|---|--|--|
| <b>Location</b>  | Nor California – South Bay                              | <b>Revenue</b>                           | \$4,700,000 (trailing 12 months)                               |
| <b>Staff</b>     | 16+ employees (FT& PT) plus 20-25 contractors as needed | <b>Cash Flow (SDE*)</b><br><b>EBITDA</b> | \$1,350,000 (trailing 12)<br>\$1,200,000                       |
| <b>Licensing</b> | CSLB “B” license required                               | <b>Purchase Price</b>                    | To be negotiated   |
| <b>Training</b>  | 120 hours included                                      | <b>Facilities</b>                        | 5500 sq ft. combined locations                                 |
| <b>Inventory</b> | ~\$700,000 included                                     | <b>Financing</b>                         | SBA Pre-qualified or some seller financing for qualified buyer |
| <b>FFE</b>       | ~\$300,000 – assets - included                          | <b>Monthly Rent</b>                      | \$15,500 (2 locations)- seller owned, lease assignable         |

*\*Seller’s Discretionary Earnings (SDE) represents the intended cash flow to a full-time working owner*

**Further Information:** please fax or email your completed Confidentiality Agreement (NDA) to:

**Amy Cole**, MBA, CBB, M&AMI, BRE License #01878465  
ABI Group Inc., 2010 Crow Canyon Place, #100, San Ramon, CA, 94583  
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## **BUYER'S ACKNOWLEDGMENT OF INTRODUCTION AND CONFIDENTIALITY AGREEMENT (NDA)**

The undersigned, individually and on behalf of any affiliated prospective buyer, acknowledges being first introduced to the business identified herein by The ABI Group, Inc. (Broker"). The undersigned requests information relating to the following business: Client #403 –Design-Build Remodel Contractor ("Business"). Such information shall be provided to the undersigned for the sole purpose of entering into discussions with Seller ("Seller") of said Business for the possible purchase by the undersigned of all or part of the stock or assets of the Business. As used herein, the term Buyer ("Buyer") applies to the undersigned and any partnership, corporation, individual, or other entity with which the undersigned is affiliated. The undersigned agrees as follows:

**1. NON-DISCLOSURE OF INFORMATION:** The undersigned acknowledges that Seller desires to maintain the confidentiality of the information disclosed. The undersigned agrees with Broker not to disclose or permit access to any Confidential Information without the prior written consent of Seller, to anyone other than Buyer's employees, legal counsel, accountants, lenders or other agents or advisors to whom disclosure or access is necessary for Buyer to evaluate the Business. Disclosure of Confidential Information shall be made to these parties only in connection with the potential acquisition of the Business, and then only if these parties understand and agree to maintain the confidentiality of such Confidential Information. The undersigned shall be responsible for any breach of this Agreement by these parties, and neither Buyer nor these parties shall use or permit the use of Confidential Information in any manner whatsoever, except as may be required for Buyer to evaluate the Business or as may be required by legal process. If Buyer does not purchase the Business, Buyer, at the close of negotiations, will destroy or return to Broker (at Broker's option) all information provided to Buyer & will not retain any copy, reproduction, or record thereof.

**2. DEFINITION OF "CONFIDENTIAL INFORMATION":** The term "Confidential Information" shall mean all information, including the fact that the Business is for sale, all financial, production, marketing and pricing information, business methods, business manuals, manufacturing procedures, correspondence, processes, data, contracts, customer lists, employee lists and any other information whether written, oral or otherwise made know to Buyer: (a) from any inspection, examination, or other review of the books, records, assets, liabilities, processes, or production methods of Seller; (b) from communication with Seller or its directors, officers, employees, agents, suppliers, customers or representatives; (c) during visits to Seller's premises, or (d) through disclosure or discovery in any other manner. However, Confidential Information does not include any information which is readily available and known to the public.

**3. DISCLAIMER OF BROKER'S LIABILITY AND BUYER'S RESPONSIBILITY:** When business brokers take a business to market they receive information about the business from the seller, usually including but not limited to tax returns, financial statements, equipment lists and facilities leases. Based on information provided by the Seller, brokers often prepare a summary description of the business which may include a cash flow projection, an adjusted income statement, or a seller discretionary cash flow statement. Buyer understands that the Broker does not audit or verify any information given to Broker or make any warranty or representation as to its accuracy or completeness, nor in any way guarantee future business performance. Buyer is solely responsible to examine and investigate the business, its assets, liabilities, financial statements, tax returns, and any other facts which might influence Buyer's decision to purchase or the price Buyer is willing to pay. Any decision by Buyer to purchase the Business shall be based solely on Buyer's own investigation and that of Buyer's legal, tax and other advisors. **Broker urges Buyer to obtain independent legal and tax counsel.**

**4. NON-CIRCUMVENTION AGREEMENT:** The Seller has entered into an agreement providing that Seller shall pay a fee to listing broker if during the term of that agreement or up to twenty-four months thereafter, the Business is transferred to a buyer introduced by listing broker or a cooperating broker. Buyer shall conduct all inquiries into and discussions about the Business solely through Broker and shall not directly contact the Seller or the Seller's representatives. Should Buyer purchase all or part of the stock or assets of Business, acquire any interest in, or become affiliated in any capacity with Business without Broker's participation, or in any way interfere with Brokers' right to a fee, Buyer shall be liable to listing broker or cooperating broker for such a fee and any other damages including reasonable attorney's fees and costs.

**5. FURTHER TERMS:** Neither Buyer nor Buyer's agents will contact Seller's employees, customers, landlords or suppliers without Seller's consent. For three years, Buyer shall not directly or indirectly solicit for employment any employees of Seller. Broker may act as a dual agent representing both Buyer and Seller. Seller is specifically intended to be a beneficiary of the duties and obligations of this Agreement and may prosecute any action at law or in equity necessary to enforce its terms and conditions as though a party hereto. Seller may assign this Agreement to any new ownership of Business. This Agreement can only be modified in writing, signed by both Broker and Buyer. Waiver of any breach of this Agreement shall not be a waiver of any subsequent breach. This Agreement supersedes all prior understandings or agreements between the parties with respect to its subject matter. This Agreement shall be construed under and governed by the laws of the State of California. If Buyer is a corporation, partnership, or other such entity, the undersigned executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so. **Buyer acknowledges receipt of a fully completed copy of this Agreement.**

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Company Phone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Street Address City State Zip

**ABI Group Inc., Amy S. Cole, 925-890-6012, acole@abi-ma.com**  
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