

THE STERLING BUSINESS BROKERAGE GROUP, LLC

Mergers and - Acquisitions

M&A CONSULTANTS

CONFIDENTIAL

April 2022

BUSINESS ACQUISITION OPPORTUNITY

**SPECIALIZED WHOLESALE DISTRIBUTION COMPANY ESTABLISHED FOR
OVER 60 YEARS! FOR SALE**



EXECUTIVE BUSINESS SUMMARY

The Sterling Business Brokerage Group is pleased to present a rare opportunity to acquire a long-established screw and bolt distribution company. The subject company has been in business and serving customers in the Midwest, North East, South East, and as far as the Middle East since 1960 under current ownership! It nets over 250K a year with the potential to add to the bottom line with additional creative marketing. They are known for on-time delivery at competitive prices. The company is a stocking distributor (except they keep no stock unless it is presold) that serves a diverse and recurring mix of commercial customers, as most customers have an ongoing, predictable need for the company's products. The products include some well-known brands from major suppliers. The company's customer base now includes mining, oil exploration, furniture, appliances, machinery, and agricultural implements. Products are stocked

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1040 North Lake Shore Drive, Suite 19B, Chicago IL 60611 | USA
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"Complete Privacy & Confidentiality"

in customers' facilities which eliminates much of the overhead costs. Despite covid and even recent supply chain challenges, the business is continuing its growth path, keeping stable margins, and maintaining a healthy backlog. The company has an acclimated staff, an impeccable reputation, and a history of success that spans over six decades.

FINANCIAL/DETAILED INFORMATION

Asking Price: \$648,000

Gross Revenue: \$1,119,000 (2021)

Net Income: \$250,117 (2021)

Inventory: N/A

Equipment (FF&E): N/A

Real Estate: N/A

Type of Business: Fabricated Metal Products Sector | Wholesale Distributor

Located: Midwest - Illinois | USA

Employees: 2

Established: 1960

Support & Training: Seller will remain for a reasonable period to transition the business

Reason for Selling: Retirement

PRICE: \$648,000 (Business Sale Only)

Executive Summary and financial information available upon receipt of confidentiality agreement attached.

HIGHLY CONFIDENTIAL | Presented by: The Sterling Business Brokerage Group, LLC

PLEASE NOTE: Due to the confidential nature of this opportunity, a full Offering Memorandum with the exact address & details will be shared with the qualified buyers upon request. **Interested parties are requested to sign an NDA – NON-Disclosure Agreement and provide proof of financial credentials!**

For more information, please contact:

WESLEY J. JONBERG
Principle | Business Broker
773.732.0797

DIANE E. FREEMAN
Principle | Business Broker
312.305.4674

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CONFIDENTIALITY | NON-DISCLOSURE AGREEMENT

between the Buyer/Seller and Represented Brokerage Company

This Agreement was entered into on _____ 2022 between **THE STERLING BUSINESS BROKERAGE GROUP, LLC** with its registered seat in Chicago (Illinois, USA) and _____

_____ with its registered seat in _____, hereinafter referred to as the “Parties.”

Subject Property(s)/Company(s)/Business Name and Address: _____

As a condition to receive Confidential Information (defined below) concerning the business entity, investment, and Real Estate identified below. The Parties agree as follows:

1. Confidentiality. The Parties acknowledge that each of the Parties has a substantial economic investment in the Confidential Information, which each of the Parties has acquired at great cost over many years. The Parties are aware of the need to maintain the confidentiality of the Confidential Information. Therefore, the Parties agree to take reasonable actions to ensure that the Confidential Information remains confidential.

2. Definition of Confidential Information:

(a) “Confidential Information” means any information, data, or know-how concerning or related to each Party(s) business, operations, or Real Estate, which is confidential, secret, or proprietary. Confidential Information includes (without limitation) that concerning or related to trade secrets, financial statements, finance, marketing, customers, suppliers, costs, pricing, manufacturing, software, business plans, personnel, sales, engineering, research and development, and any other component or aspect of Company’s business or operations. Confidential Information includes the information, data, and know-how itself, as well as its tangible expressions in writings, graphics, electronic media, models, prototypes, or other media. Confidential Information need not be so marked or stamped to qualify as Confidential Information. Confidential Information includes this Agreement and the fact that the parties are discussing and evaluating a potential transaction. Company makes no representations or warranties about the accuracy or completeness of the Confidential Information.

(b) Confidential Information excludes all of the following information, data, or know-how, so long as it was made available to You by lawful means, without violation of any obligation of confidentiality: (1) information, data, or know-how in your possession on the date of this Agreement; (2) information, data, or know-how which becomes generally available to the public

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other than by or through any of the Parties; and (3) information, data, or know-how made available to any of the Parties from other sources by lawful means.

(c) Each Party may disclose Confidential Information if You are required to do so by order of court or governmental agency, so long as each Party first notifies the other Party sufficiently in advance to permit the other Party to seek a protective order relating to the disclosure.

3. Non-disclosure. Both Parties will keep Confidential Information in confidence at all times in accordance with this Agreement. Neither of the Parties will remove any Confidential Information from the other Party's premises, make any unauthorized copy of Confidential Information, or communicate any Confidential Information to any persons at any time in each case without the other Party's written consent (except to Party's management, accountants, or attorneys on a need-to-know basis, so long as each of them have the same obligations of confidentiality as Party's do under this Agreement). The Parties will take all reasonable precautions to prevent inadvertent disclosure of Confidential Information. The Parties will use Confidential Information only to evaluate a potential transaction between the Parties, and not in conducting or for the benefit of the other Party's business or operations, or the business or operations of any other person or firm.

4. Return of Confidential Information. Five "5" days after termination of this NDA with written request of any of the Parties, the Parties will return to Company or destroy all Confidential Information and that the recipient shall have the right as required by law or regulate to retain such information, including any papers, notes, computers, other electronic devices, electronic media, or other recorded material other than copies of any computer records which have been created pursuant to automatic archiving and back up procedure that contains any Confidential Information.

5. No Obligation to Enter into Transaction. This Agreement does not obligate either Party to enter-into a transaction with the other Party.

6. Remedies. Both Parties acknowledge that money damages shall be an inadequate remedy in the event of a breach of this Agreement by the other Party and that such breach will cause injured Party irreparable injury and damage. Accordingly, both Parties agree that the injured Party shall be entitled to injunctive and other equitable relief in the event of a breach. Each of the Parties waives any requirement for a bond or security in connection with such remedy. Both parties shall indemnify the Company, its parent and affiliated companies, and the officers, directors, employees, and successors and assigns of the foregoing, from any loss, damage, or expense, arising out of or related to any breach in the performance your obligations under this Agreement.

7. Notices. Any notice, consent, demand, or submission required under this Agreement shall be in writing and sent to the Parties at the addresses set forth in this Agreement, or at such addresses as they designate in writing. Either personal delivery, mailing (by registered or certified

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mail, return receipt requested), sending by recognized national courier (overnight service), or (if confirmed in writing using one of the foregoing methods) sending by email or facsimile transmission, in each case prepaid, shall be deemed sufficient service. All communications shall be effective when received, except that email and facsimile communications shall be effective when received only if confirmation is received within 7 days later.

8. General. This Agreement is subject the State of Illinois Laws in the United States of America, however, where the two conflicts the Illinois Laws prevail. This Agreement contains the entire Agreement between the Parties, and may be modified only by a writing signed by the party against whom the writing is to be enforced.

9. Term. This Agreement shall become effective on the above date (Date of the Agreement) first written and shall continue for a term of Two (2) years from the termination date of negotiations.

10. Maintenance of Business Relationship. The Parties acknowledges and recognizes that Disclosing Party has developed and is in the process of developing relationship with other parties including but not limited, joint ventures, customers, clients, vendors, suppliers, associations, and other business relationships (“Relationships”) and that such Relationships are fundamental to the well-being and success of each Party and that such Relationship may be disclosed in the Confidential Information given to the other Party. The Parties agree that it will not circumvent or interfere directly and/or indirectly with the other Party’s Relationships and that it will not contact such Relationships unless the other Party has a business relationship with such third party prior to the date of this agreement or hereafter develops a business relationship in the ordinary course of business as can be established by written documentation or other conclusive evidence.

I/we acknowledge that I/we have received an exact copy of this Agreement and that I/we have read this Agreement carefully and fully understand it. I/we agree to be bound by its terms. I/we understand that violation of any of the terms of this Agreement may cause irreparable harm for which Broker shall be entitled to injunctive relief, together with Party’s damages, including reasonable attorney’s fees and court costs for which I/we agree to be responsible.

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Business Representative or Buyer

_____	_____	_____
First Name (Print)	Last Name (Print)	Title

Company Name/Description		

Address		
_____	_____	_____
Office ph#	Cell#	Fax#

Date of Agreement

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

Buyers’/Principal Full Name (Print) Title Date

Buyers’/Principal Full Name (Signature) Date

Wesley JonBerg, *President & Chief Executive Officer* Executive (Signature)
**THE STERLING
BUSINESS BROKERAGE GROUP, LLC**

Diane Freeman, *Principle & Chief Financial Officer* Executive (Signature)
**THE STERLING
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