

***Available for Acquisition***  
**Commercial Auto Body Shop**  
***Exceptional Business in Unique Niche***

TYPE OF BUSINESS	Auto Body Repair	PURCHASE PRICE	\$350,000
LOCATION	Portland	DOWN PAYMENT	\$70,000

**TERMS:** Buyer will need 20% down payment with a small owner carry back of \$30,000 @ 6.00% for 84 months. The payment will be \$438 per month. The commercial loan will be for \$250,000 paid at \$2,775 per month @ 6.00% interest over 120 months.

**BUSINESS ACTIVITY:** This Company is a full auto body repair facility for Semi Trucks, Semi Trailers, School Buses, Commercial Buses, Recreational Vehicles, Equipment and automobiles with high quality technicians. The company also re-brands commercial fleet's customers from time to time. An example is when a commercial account changed their logo several years ago this company repainted both semi-trucks and trailers and installed custom graphics. On staff is a fully trained RV technician for all types of service or repair work.

This operation has a turnkey management team in place and could easily be a second location or a platform to have several locations.

**HISTORY:** The Company which is a Sub S Corporation began business in 1978. The owner has built the customer base around commercial accounts and as expand several times due to the continued growth. Over the years the customer base has been expanded into the RV market and into the insurance market. The diversified customer base enables the company to have less of a sales cycle then other auto body operations. The owner has very high standards for the work that they complete. Thus being said, this company is not the lowest bidder in the market. The owner believes that his word and quality of workmanship is the legacy that he is passing on. The owner is very proud of what he has accomplished over the years and has a desire to find the right buyer for his business.

**SALES AND SELLER'S DISCRETIONARY CASH FLOW:**

FISCAL YEAR	FY 2010 ACT.	FY 2009 ACT.	FY 2008 ACT.	FY 2007 ACT.
REVENUE	\$619,427	\$643,073	\$740,021	\$1,014,233
MARGINS	43.98%	39.18%	38.87%	39.85%
CASH FLOW	\$102,631	\$79,114	\$110,780	\$207,283

**MARKETING STRATEGY:** There is currently no marketing program in effect. The owner relies on repeat customers and referrals. The owner has identified 5 growth opportunities. He believes that if the buyer implements the opportunities the business can be grown substantially.

**DAYS AND HOURS:** Monday through Friday from 7:30 am to 4:30 pm.

**EMPLOYEES:** 7 Full Time Employees and 1 Part Time Employee whose wage are from \$10.00 to \$18.00 per hour with average employment of 7 ½ years.

**ASSETS:** Accounts Receivables \$30,000; Inventory \$3,000; Furniture & Fixtures \$1,500; Forklift \$2,500; and Equipment \$65,000.

**FACILITIES:** The building is of steel construction that is in average condition for the age. The lease is \$5,175 per month with approximately 150 sq feet of office, 7,450 sq feet of shop space and 8,600 sq feet of outside storage and wash bay.

**REASON FOR SALE:** Owner is at retirement age and desires to travel the United States.

For more information on this profitable opportunity, please contact Bill Billingsley at (503) 661-3707 or email [billthecbbgroup@hotmail.com](mailto:billthecbbgroup@hotmail.com)

**The CBB Group, Inc**  
**10722 SE 55<sup>th</sup> Avenue, Milwaukie, OR 97222**  
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Exceptional service to the middle M&A market.

# NON-DISCLOSURE AGREEMENT—COMMERCIAL AUTO BODY

\_\_\_\_\_  
("Seller") [Name]

\_\_\_\_\_  
("Recipient")

Seller is willing to disclose Confidential Information to Recipient so that Recipient can evaluate a possible purchase of certain business assets (the "Transaction"), but only on the conditions stated in this agreement. Recipient acknowledges that the Confidential Information is of inherent substantial commercial value and has resulted from the investment of considerable time and expense by Seller and Recipient's receipt of same from Seller will place it in a position of having thereby acquired a significant amount of information about Seller, its business affairs, finances, customers, products, and the potential thereof, and consequently greater knowledge and additional advantage than would be otherwise available to Recipient. In consideration of the release of Confidential Information by Seller to Recipient, Recipient, intending to be legally bound, agrees that:

1. Recipient will keep confidential any nonpublic information about the Transaction or about Seller's existing or proposed business, products, or services ("Confidential Information"). Confidential Information may be written, oral, observed during facility tours, embodied in product samples, or in other forms and may or may not constitute the basis of a patentable invention. Examples of Confidential Information are (a) financial information, (b) business plans, (c) development, manufacturing, and pricing information, (d) marketing, customer, and supplier information, (e) the fact that Seller is considering or negotiating the Transaction, and (f) the terms and status of any proposed agreement.
2. Recipient will protect Confidential Information from disclosure by using reasonable care and at least the same care Recipient uses to protect its own Confidential Information. Recipient will notify Seller immediately of any disclosure of Confidential Information not permitted by this agreement, and will cooperate fully with Seller to recover it and limit its dissemination.
3. Recipient may disclose Confidential Information only to such of its directors, shareholders, employees, and advisors, who need to know Confidential Information to evaluate the Transaction and are obligated to comply with the restrictions imposed on Recipient by this agreement ("Reviewing Personnel"). A breach of this agreement by any Reviewing Personnel will be deemed a breach by Recipient. The representatives of any limited liability company, corporation or other kind of entity understand and agree that this agreement extends to them personally and not only in their representative capacity. Recipient shall deliver a signed copy of this agreement to each Reviewing Personnel at the time the Reviewing Personnel first receives any Confidential Information.
4. Recipient will not use or allow Reviewing Personnel to use Confidential Information, except to evaluate and negotiate the Transaction. Recipient will cease all use of Confidential Information at Seller's request. Seller retains ownership of all Confidential Information.
5. Recipient will promptly advise Seller of any decision not to proceed with the Transaction. Upon making such a decision, Recipient will either destroy the Confidential Information and all copies thereof or will return all materials furnished by Seller that contain Confidential Information to The CBB Group, Inc, 10722 SE 55<sup>th</sup> Avenue, Milwaukie Oregon 97222, and will destroy or deliver to Seller any other materials containing or referring to Confidential Information, including materials prepared by Recipient. Recipient will state in writing under oath that it has complied with this section.
6. This agreement does not apply to Confidential Information that: (a) is or becomes publicly available through no fault of Recipient or Reviewing Personnel; or (b) is or has been received in good faith by Recipient without restriction on use or disclosure from a third party having no obligation of confidentiality to Seller; or (c) is or has been independently developed by Recipient without reference to Confidential Information received from Seller, as evidenced by Recipient's written records.
7. The fact that portions of Confidential Information may be publicly available or otherwise not subject to this agreement will not affect Recipient's obligations with respect to the remaining portion or with respect to the particular formulation or compilation disclosed by Seller.
8. If Recipient is required by judicial or administrative process to disclose Confidential Information, Recipient will promptly notify Seller and allow Seller a reasonable time to oppose such process. If disclosure is nonetheless required, Recipient will use its best efforts to limit the dissemination of Confidential Information that is disclosed.
9. This Agreement shall remain in effect for three years. This agreement does not require that either party enter into the Transaction or any other business relationship, does not create any agency or partnership between the parties, and does not require that Seller disclose specific Confidential Information.
10. For two years from the date Recipient executes this agreement, Recipient will not hire or offer to hire any of Seller's employees, other than in connection with an acquisition of Seller with Seller's consent, unless such employee first approaches Recipient without any action by Recipient.
11. Recipient acknowledges that its breach of this agreement would cause irreparable harm to Seller's business and that any remedy at law would be inadequate. In the event of a breach under this agreement, Seller will be entitled to injunctive relief, without posting bond, in addition to any other available remedies, including damages. In any litigation concerning this agreement, the prevailing party will be entitled to recover all reasonable expenses of litigation, including reasonable attorney fees at trial and on any appeal or petition for review or any proceeding in bankruptcy court.
12. This agreement is governed by Oregon law, without regard to conflicts of law principles. Recipient submits to the jurisdiction of state and federal courts in Oregon in any dispute concerning this agreement, and waives any claim that another forum may be more appropriate or convenient.
13. Delivery of a signed copy of this agreement by fax or electronic signature will have the same effect as delivery of the signed original. All additions or modifications to this agreement must be in writing and executed by both parties.
14. Neither Seller nor any of its representatives or advisors make any representation or warranty as to the accuracy or completeness of the Confidential Information, nor undertake any liability to Seller resulting from Recipient's use of the Confidential Information.
15. Seller's rights under this Agreement shall inure to the benefit of and be enforceable by any party who eventually purchases all or a portion of the business or assets of Seller to which the Confidential Information relates.
16. Recipient will make requests for and receive Confidential Information only through Seller's representative, The CBB Group, Inc. Neither Recipient nor any Reviewing Personnel will contact any employee of Seller by phone, by fax, by mail, in person, or otherwise, at any time, without Seller's prior written consent. Recipient acknowledges this provision is reasonable because of the confidential nature of the Transaction and the Confidential Information.

Recipient: \_\_\_\_\_

Address \_\_\_\_\_

By \_\_\_\_\_ Print Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Mobile Number