AVAILABLE for ACQUISITION Durable Medical Equipment Central Texas

BUSINESS ACTIVITY: This Opportunity is a leading medical mobility provider of Complex Rehab and Standard Power Mobility Devices, manual mobility devices and other types of medical equipment and supplies in its service area. The Company has established a Service Department to maintain the high customer service standards that are in place. The Company's techs are mobile to provide in-home service calls for all equipment provided as needed.

HISTORY: This Company was started in 2001 to compliment a senior care franchise business. These Owners knew that they could utilize their current customer base to grow the new Company. This strategy was successful. The past Owner's had built an impeccable reputation as the leading provider of Power Mobility Devices and a wide range of medical equipment and supplies in Central Texas. In 2009 the Owner's decided that the work load was too much and engaged an area business broker to find a buyer for the business.

During this time current Owner was getting burnt out in the corporate world and decided to go out on his own. From his corporate experience with working for other Corporation that had products that touched the medical industry the Owner felt that a business in the industry was right for him.

This individual looked at several opportunities from home health care franchises to other medical services before he found this business.

The new Owner's strength as an entrepreneur is his ability to implement policies and procedures to strengthen the Company's ability to service the customer. The past Owner's had done a great job in growing the business and building the reputation but with his corporate background he brought the Company to a corporate level that is not seen in most small independent retailers. The internal procedure has enabled the Company to reduce collection times and to increase sales with the same staff.

The Owner then started to network with hospitals and other professionals within the medical industry to strengthen the referral sources and become the main supplier of medical equipment in the area. He also recognized that he needed an Assistive Technology Practitioner.

By having the only ATP designated staff member in the market area would increase the Company's sales volumes but would give greater credibility to the Company. The Owner has built a strong infrastructure and is ready to pass on to a new owner.

SALES AND SELLER'S DISCRETIONARY CASH FLOW:

	FY 2012 ACT.	FY 2011 ACT.	FY 2010 ACT.	FY 2009 ACT.
REVENUES	\$754,905	\$772,998	\$687,188	\$594,005
MARGINS	78.30%	74.33%	69.72%	64.33%\$
CASH FLOW	\$232,996	\$257,322	\$173,115	\$184,584

The Company is managed on an accrual basis with taxes being completed on a cash basis. The above recap is reflecting accrual basis.

MARKETING STRATEGY: The Company has reached its current level of success thanks to repeat business, word of mouth, community involvement, yellow pages and television spots that run each day of the week on cable and network stations.

DAYS AND HOURS: Monday through Friday from 8:00 am. To 5:00 pm.

EMPLOYEES: The business has 6 full-time employees which includes an Assistive Technology Practitioner (ATP) and one technician. Benefits include paid vacations and medical benefits.

FACILITIES: The building has leased a 4,400 sq ft of the building with several offices, showroom, service center and warehouse. The current lease is \$2,500 per month. The lease expires on December 31, 2013. The lease has been renewed for two more years at \$2,625 per month starting on January 1, 2014 and expiring in December 31, 2015.

REASON FOR SALE: The Owner desires to enter back into the corporate environment that he came from. There is a chance that he may be moving to California to be closer to his children.

DIRECTIONS: Contact Bill Billingsley for more information at (503) 233-8600 or e-mail <u>billb@thecbbgroup.com</u>. No additional information will be released until the buyer has been pre-qualified by the Broker.

NOTE: THE BROKERS HAVE MADE NO INVESTIGATION OR VERIFICATION OF THE INFORMATION PRESENTED HEREIN

The CBB Group, Inc

10722 SE 55th Avenue, Milwaukie, Oregon 97222 Telephone: (503) 233-8600 Facsimile: (503) 501-4848 www.thecbbgroup.com

NON-DISCLOSURE AGREEMENT—Durable Medical Equipment Retailer

[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 55th 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 Texas law, without regard to conflicts of law principles. Recipient submits to the jurisdiction of state and federal courts in Texas 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		
Print Name		_ Title:	Date:
Fmail Address		Telephone Number	Mobile Number