

**AVAILABLE for ACQUISITION**  
**In Home Senior Care**  
**Coastal - Central Texas**

**Introduction:** The opportunity is in the home health care industry that serves the needs of individuals who aren't ready for an institutional setting and need assistance to remain living in the comfort and privacy of their own homes.

The industry is mushrooming with the aging baby boomers and their needing help to keep their independence. It is a great opportunity to own a thriving National Franchise backed by a company with over 18 years of experience that has become a widely recognized brand name in the senior care field.

The 85 and older population is expected to more than triple between now and 2050 in the United States alone. This is a staggering statistic that not only proves the growing need for senior care, but also that thousands of families are facing the same critical decisions.

This Company currently has two types of services that provide:

**Homemaking/Companion Care**-Tasks include, but are not limited to:

- Light Housekeeping • Laundry • Meal planning & Preparation • Shopping • Errands • Medical Reminders • Transportation to Appointments • Companionship & Conversation • Helping with pets • Stand-by / Assistance with walking / movement reducing risk of slips, trips & falls.

**Personal Care**-Provides assistance to help clients successfully perform activities of daily living. These include one or more of the following and are characterized by "hands-on-touching".

- Bathing • Personal grooming and hygiene • Dressing • Toileting and elimination
- Nutrition/hydration and feeding • Mobility • Mental / Cognitive needs • Medication reminders • Hospice support care • Alzheimer's care • other dementia care

The clients who subscribe to these services want to maintain a quality of life and their freedom.

Home care is also utilized for clients who are rehabilitating from workman's compensation accidents, post op/surgery rehabilitations and seniors who need help rehabilitating from a fall or broken bones. Services are provided in hospitals, assisted living facilities, rehabilitation facilities, nursing homes and memory care facilities.

## Financial History

The level of net income in this offering used for analysis purposes will be Sellers Discretionary Cash Flow (“SDCF”). (For more details, see Section 7.0—Financial.)

| <i>Year</i>             | <i>2013</i>        | <i>2012</i>        | <i>2011</i>        | <i>2010</i>      |
|-------------------------|--------------------|--------------------|--------------------|------------------|
| <i>Revenues</i>         | <i>\$1,374,727</i> | <i>\$1,091,905</i> | <i>\$1,054,937</i> | <i>\$729,885</i> |
| <i>SDCF</i>             | <i>\$465,405</i>   | <i>\$359,472</i>   | <i>\$352,637</i>   | <i>\$211,908</i> |
| <i>SDCF % to Income</i> | <i>33.85%</i>      | <i>32.92%</i>      | <i>33.43%</i>      | <i>29.03%</i>    |

## Competitive Advantages

The Company has earned and developed 4 competitive advantages that focus on its market niche. Each of these advantages could significantly contribute to the future growth and prosperity of the Company. See Section 5.1 Competitive Advantages for more details.

## Growth Opportunity

The Company is in a growing market due to the aging population of the United States. The Company’s sales and marketing strategy includes two outside sales people (Community Service Representatives), display ads in retirement magazines, and a strong on-line marketing presence continues to bring in new clients. A new owner could maintain the current program and concentrate on new strategies that would increase the referral base. There are at least 4 growth opportunities.

**Term:** This is a SBA transaction with Buyer’s cash infusion of \$337,500, Commercial Lending of \$1,012,500. The term of the SBA loan is for 10 years at an interest rate of 6.00% with payments of \$11,241 per month.

**Direction:** Contact Bill Billingsley for more information at (503) 233-8600 or e-mail [billb@theccbgroup.com](mailto:billb@theccbgroup.com). 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 55<sup>th</sup> Avenue, Milwaukie, Oregon 97222  
Telephone: (503) 233-8600 Facsimile: (503) 501-4848  
[www.theccbgroup.com](http://www.theccbgroup.com)

## NON-DISCLOSURE AGREEMENT—In Home Senior Care

[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 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: \_\_\_\_\_

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

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

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