

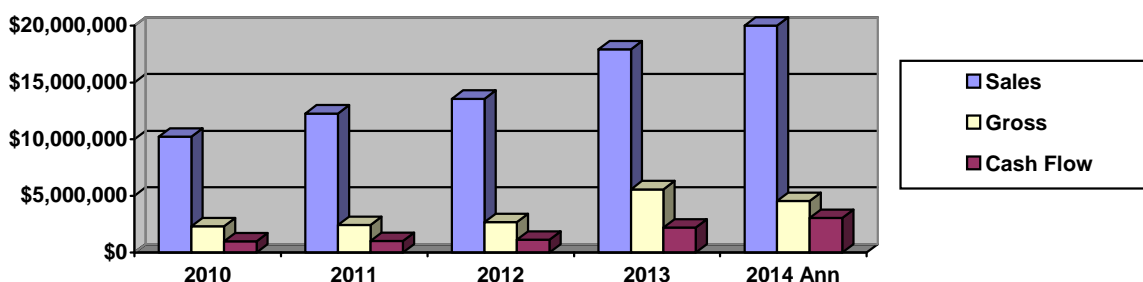
Sierra Company, LLC

7342 Powderhorn Dr • Littleton, CO 80124 • www.sierracompany.net • 303 799-1552 • Fax: 303 792-3208

CONFIDENTIAL BUSINESS SUMMARY

PROFILE # 742

Business: WHOLESALE LIGHTING DISTRIBUTOR	Sales: \$ 20,500,000
Location: South Western US	Adj EBITDA: \$ 3,500,000
Yrs in Business: 25 Years	Asking Price: To be proposed
Employees: 25 FT non-union	Terms: To be proposed
Hours: Mon - Fri, 9 - 5	Ownership: 2 Owners/C-Corp
Facility: 30,000 ft² - Owned by Seller	Reason for sale: Retirement



Financials:	2010	2011	2012	2013	2014Pri	Bal Sht (BK VAL) 06/30/2014
Sales \$000's	10,229	12,266	13,565	17,916	20,500	Accts Rec 2,519
Gross Profit	2,316	2,427	2,682	5,560	4,750	Inventory 4,253
Adj EBITDA	973	1,018	1,122	2,185	3,500	Fixed Assets 165

Private Companies tend to keep reported profits & taxes low. Recasting earnings is important to understanding the earnings capacity of the business.

OVERVIEW:

This is a leading Wholesale Supplier of lighting fixtures to electrical distributors and lighting showrooms across North America and Canada. The Company's products include residential and commercial lighting fixtures such as: recessed lighting, track lighting, exit signs and emergency lighting, fluorescent lighting, under-cabinet lighting, decorative lighting, occupancy sensors, etc. The Company is a leader in "green products" including many LED and CFL fixtures. Over 140 of the Company's products are "Energy Star" rated. Many products are manufactured overseas to reduce costs, then shipped to the US and sold under the Company's name. The Company owns roughly \$1 million in IP associated with UL and ETL ratings as well as pending LED patents. The Company has a distribution network of over 50 Sales Representatives across the US and Canada and a second distribution warehouse. There are 21 well trained employees capable of running all aspects of the Company's operations. The Owner is retiring but available for an extended transition.

Detailed information regarding this business is available to qualified buyers. Contact *Sierra Company, LLC* at 303 903-2100 or mg@sierracompany.net for additional information.

Disclosure: All information has been furnished by the seller and is not warranted by Sierra Company, LLC. Purchaser is further informed that Broker has an agency relationship and fiduciary responsibility to the Seller.

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NON DISCLOSURE & CONFIDENTIALITY AGREEMENT

SCL # 742 WHOLESALE LIGHTING DISTRIBUTOR

This Agreement is made and entered into between the undersigned both individually and for the referenced business entity, its officers, directors, partners, employees, agents and advisors ("Buyer") and Sierra Company, LLC a Colorado Limited Liability Company ("SCL") for the benefit of SCL and the following business presented as an acquisition candidate.

Whereas: Buyer requested information from SCL and Seller for the purpose of investigating a possible acquisition or merger involving all or part of the business interests owned by Seller and represented by SCL, Buyer agrees as follows:

1. Reviewer will not disclose any information about the Seller, whether obtained from SCL or in the course of its investigations, to any person, organization, broker, intermediary, lending institution, prospective equity partner, or make known by disclosure or confirmation, that Seller or any portion of its assets or ownership interests are for sale without specific prior written authorization from SCL.
2. Reviewer shall not contact any Seller, its banker, accountant, attorney, employees, suppliers, competitors, customers or others who might have information concerning Seller for any purpose whatsoever without specific prior written authorization from SCL. This Agreement shall be fully disclosed to all individuals who receive information under this agreement, and those individuals shall be equally bound by the provisions herein.
3. This Agreement applies to all information received by Reviewer from or on behalf of the Seller at any time which is not available to the general public. All information provided pursuant to this Agreement shall be deemed confidential and valuable and constitutes proprietary trade secrets of the Seller. Unauthorized disclosure of said information, even without intent to harm, shall cause substantial and irreparable damage to SCL and Seller. All information provided to Reviewer shall be used for the sole purposes set forth above and shall not at any time, or in any manner, be utilized for any other purpose. At such time as its review and investigation of Seller are completed, or upon written request of SCL, Reviewer shall promptly return all information, in whatever form, without retaining copies, summaries or extracts thereof.
4. Neither SCL nor the Seller make any representation or warranty, express or implied, as to the truth, accuracy or completeness of any information provided to Reviewer under this Agreement. Any and all representations and warranties shall be made solely by the Seller in a signed acquisition agreement and then be subject to the provisions thereof. Reviewer assumes full responsibility for its reliance upon such information and expressly waives all rights of recourse, if any, against SCL for Reviewer's reliance thereon.
5. In the event of a dispute among the parties hereto, the prevailing party, in addition to the award of damages or any other remedy (including, as necessary, to ensure the confidentiality of Client's information and trade secrets, injunctive relief), shall be entitled to recover its attorney fees and other reasonable costs incurred in enforcing this Agreement.
6. Reviewer understands and agrees the Seller is an intended third party beneficiary of this Agreement and as such is entitled to enforce any breach hereof in the Sellers name. Reviewer understands and agrees it will not knowingly take any action such as will interfere with or adversely affect the rights of SCL and/or the Seller under any fee or other agreements.
7. The obligations of the parties under this Agreement shall survive for a period of three (3) years following the date hereof. Reviewer, in executing this Agreement, acknowledges that SCL is acting solely and exclusively as an agent for the Seller and therefore owes Seller its undivided loyalty, confidentiality and full disclosure.

Agreed to and Accepted:

_____	_____
Signature	Company
_____	_____
Print Name	Address
_____	_____
Date	City, State & Zip
_____	_____
	Telephone
_____	_____
	E-mail

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BROKER DISCLOSURE

BROKERAGE DISCLOSURE TO BUYER DEFINITIONS OF WORKING RELATIONSHIPS *Colorado Real Estate Commission Approved Form*

For the purposes of this disclosure, buyer also means “tenant” and seller also means “landlord”. Different brokerage relationships are available including Buyer Agency, Seller Agency, or Transaction-Broker.

Seller’s Agent: A seller’s agent works solely on behalf of the seller and owes duties to the seller which include the utmost good faith, loyalty and fidelity. The agent will negotiate on behalf of and act as an advocate for the seller. The agent must disclose to potential buyers or tenants all adverse material facts about the property actually known by the broker. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the client.

Buyer’s Agent: A Buyer’s agent works solely on behalf of the Buyer and owes duties to the Buyer which include the utmost good faith, loyalty and fidelity. The agent will negotiate on behalf of and act as an advocate for the buyer. The agent must disclose to potential sellers all adverse material facts concerning the buyer’s financial ability to perform the terms of the transaction and whether the buyer intends to occupy the property. A separate written buyer agency agreement is required which sets forth the duties and obligations of the broker and the client.

Transaction Broker: A transaction-broker assists the buyer or seller or both throughout a real estate transaction with communication, advice, negotiation, contracting and closing without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosure as agents about the adverse material facts concerning a property or a buyer’s financial ability to perform the terms of a transaction and whether the buyer intends to occupy the property. No written agreement is required.

Customer: A Customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party’s agent or as the party’s transaction-broker.

Client: A client is a party to a real estate transaction with whom the broker has a brokerage relationship because such party has engaged or employed the broker as either an agent or a transaction-broker.

OUR WORKING RELATIONSHIP

We do not have an agreement making me your buyer’s agent, I am working with you as indicated below.

- Customer:** You are a Customer. I am the listing broker and the Seller’s Agent.
- Customer for my Listing – Transaction-Broker for other properties:** When I am the listing broker, I am working with you as an agent for the seller and you are a Customer. When I am not the listing broker, I am working with you as a Transaction-Broker, and you are my Client.
- Transaction-Brokerage Only:** I am working with you as a Transaction-Broker.



Buyer

Mike Grande, CBI - Managing Director
Sierra Company, LLC

Date:

Sierra Company, LLC

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CONFIDENTIAL BUYER PROFILE

Name: _____ Title: _____

Company: _____ Mailing Address: home work

Address: _____

City, ST Zip: _____ Cell: _____

Off Phone: _____ Hm Phone: _____

Fax: _____ E-mail: _____

TARGET ACQUISITION:

Annual Sales: Min: \$ _____ Max: \$ _____

Earnings/Cash Flow: \$ _____ Max: \$ _____

Industry Focus: _____

Geographic Preference: _____

Other Factors: _____

FINANCIAL:

ASSETS: Cash Available: _____ **ANNUAL INCOME:**

Other Liquid Assets: _____ Wage/Com: _____

Other Assets: _____ Bus. Income _____

Real Estate: _____ Investments _____

Business Assets: _____ Real Estate _____

TOTAL ASSETS _____ Other _____

LIABILITIES: Short Term Debt: _____ **Tot Ann Inc** _____

Installment Debt: _____

Real Estate Debt: _____ Signature: _____

Other Debt: _____

TOT LIABILITIES: _____ Date: _____

NET WORTH: (Assets-Liabilities)