

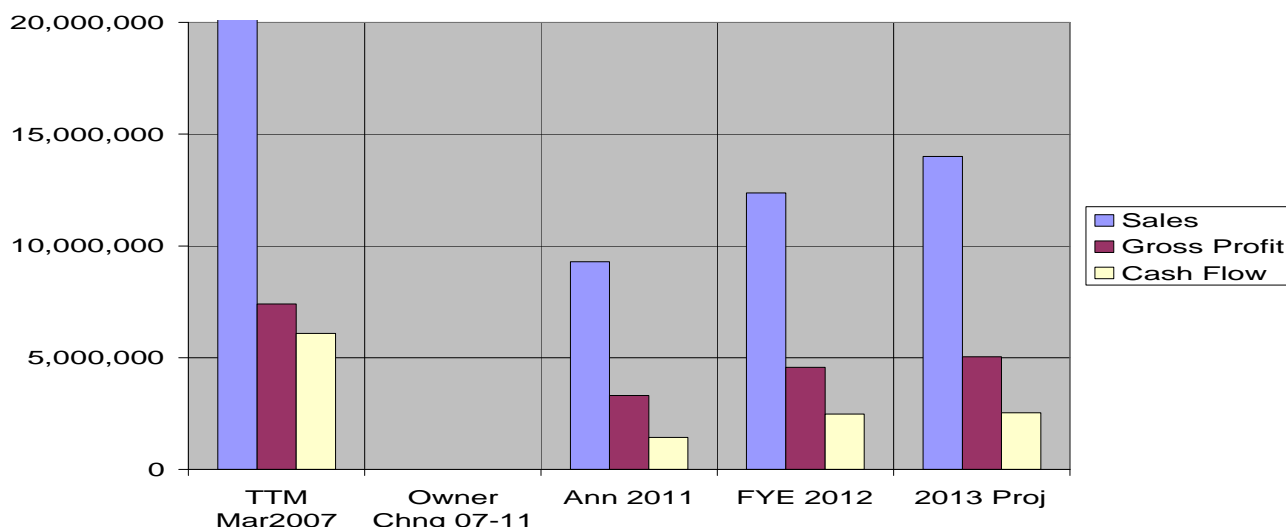
Sierra Company, LLC

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

CONFIDENTIAL BUSINESS SUMMARY

PROFILE # 760

Business Type: Ind. Generators Sales & Service	Gross Sales: \$ 12,368,000
Location: Denver	Cash Flow: \$ 2,488,000
Yrs in Business: 30 Years	Price: To be proposed
Employees: 20 full time non-union	Terms: To be proposed
Hours: Mon - Fri, 7:00 - 4:00	Ownership: 2 Owner, LLLP
Facility: 30k sq. ft., 12 acres, Owned	Reason for sale: Retirement



Financials:	2007	Owner Chg	2011ann	2012	2013pri	Bal Sht \$000's 4/30/13
Sales \$000's	19,713	Sold Jul 2007	9,300	12,368	14,000	A/R 206
Gross Profit	7,401	Reacquired	3,316	4,578	5,040	Fixed Asset 575
CASH FLOW	6,086	Mar 2011	1,444	2,488	2,540	Inventory 6,337

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

OVERVIEW:

The Company sells and services, new and used industrial diesel engines and large electric power generators ranging from 50kW to 3Megawatts in size. Customers include commercial and industrial businesses in the telecommunications, hospital, data center, construction, agriculture, oil & gas, forestry, mining, manufacturing, marine and other industries. The Company sells in the US, Canada, Mexico, Europe, South America and Russia. Prominent national customers include Sprint, Qwest, Wal-mart, Office Depot, Teletech and Major Universities. The Company is well known for finding specific pieces of equipment when others cannot. The business was sold in 2007 and reacquired by the original Owner in March of 2011. There are twenty full time, well-trained employees capable of handling all aspects of day-to-day operations. The Owner is retiring but available for a normal transition. With additional capital, the Company could increase substantially in both sales and profit.

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

INDUSTRIAL GENERATOR COMPANY

SCL Profile # 760

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 entity presented as an acquisition candidate.

Whereas: Buyer has requested information from SCL and Seller for the purpose of investigating a possible acquisition, merger, or joint venture 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:

Company

Signature

Address

Print Name

City, State & Zip

Date

Telephone

E-mail

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BROKER DISCLOSURE BROKERAGE DISCLOSURE TO BUYER DEFINITIONS OF WORKING RELATIONSHIPS

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

Since 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.
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Buyer

Mike Grande, 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

Annuals Sales: Min: \$ _____ Max: \$ _____

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

Industry Focus: _____

Geographic Preference: _____

Other Factors: _____

FINANCIAL

ASSETS: Cash Available: _____

Other Liquid Assets: _____

Other Assets: _____

Real Estate: _____

Business Assets: _____

TOTAL ASSETS _____

LIABILITIES: Short Term Debt: _____

Installment Debt: _____

Real Estate Debt: _____

Other Debt: _____

TOT LIABILITIES: _____

NET WORTH: (Assets-Liabilities) _____

ANNUAL INCOME:

Wage/Com: _____

Bus. Income _____

Investments _____

Real Estate _____

Other _____

Tot Ann Inc _____

Signature: _____

Date: _____