



## **UPSCALE CUSTOM CABINETRY COMPANY EXPANDING \$750K**

Sub-Chapter S corporation, single principal, seeking a five-year capital investment of \$750,000 to fund major growth and development initiative. Funding utilization has four components; debt restructure, capital equipment and improvements, establishing an interest bearing cash credit line and employee and owner benefit packages. The strategy has a defined five-year exit, at which time owner will consider all practical scenarios with a preference to maximize returns for all parties. Investment partner(s) should expect a 40% rate of return on initial investment upon acquisition or purchase by a vertically aligned business, partnership or other suitable entity.

The company, supported by an investment partner(s), expects to significantly outperform the market and targets gross revenues of \$5,000,000 and \$1,000,000 EBITDA by the end of year five. Organically, The Company will reach \$1,500,000 in gross revenues and \$250,000 EBITDA by the end of 2011. The second stage, fueled by a strategic merger or acquisition during 2011 and 2012 is expected to add an additional \$3,500,000 in gross revenue and \$750,000 in EBITDA.

The Company is an exclusive designer and manufacturer of custom cabinetry located in Florida. Serving primarily single family home remodeling The Company is defined by highly skilled craftsmen with exceptional quality standards and attention to detail. For twenty years the enterprise, previously known as Wood Technics, built a reputation for responsible actions and exceptional service with a limited number of residential clients.

In October 2006 the assets of Wood Technics were acquired by The Company. The Company has undergone several fundamental changes while retaining all senior staff from Wood Technics, including the two previous owners. Reengineering efforts, detailed later, have created an operationally sound business capable of significant near term growth. Externally a concentrated marketing plan will drive an emerging brand and an expanded portfolio that includes unique custom furniture and exclusive keepsake and jewelry boxes. These products are networked through a diverse channel of business partners and sold primarily to affluent clients in Hillsborough, Pasco and Pinellas Counties in Florida.

**For more information on this business and/or real estate, go to next page, print form, complete items highlighted in blue in the Confidentiality / Disclosure Agreement, and Fax to (813) 200-1215. Nelson Consulting will expedite an Executive Summary to your Email address. Note: Owner's of this business have agreed to pay fees and/or compensation to Nelson Consulting, Inc., as stated in the Agreement on the following page.**



**CONFIDENTIALITY / DISCLOSURE AGREEMENT**

**Print Legibly, Sign & Fax to (813) 200-1215**

**A FACSIMILE COPY OF THIS DOCUMENT SHALL SERVE AS AN ORIGINAL SIGNATURE FOR ALL PURPOSES.**

**INVESTMENT DESCRIPTION: UPSCALE CUSTOM CABINETRY COMPANY EXPANDING - \$598K**

**Your Name:** \_\_\_\_\_, **Company Name:** \_\_\_\_\_,

**Telephone number:** \_\_\_\_\_, **Fax Number:** \_\_\_\_\_,

**E-Mail Address:** \_\_\_\_\_, **Web Site:** \_\_\_\_\_,

**Mailing Address:** \_\_\_\_\_, herein known as

PROSPECT, acknowledges and agrees that PROSPECT approached NELSON CONSULTING, INC. (INTEMEDIARY), and that INTEMEDIARY was the first to advise them of the availability and details concerning this business investment and/or real property opportunity.

1. PROSPECT understands and agrees that all dealings concerning the opportunity above will be handled through INTEMEDIARY and that **INTEMEDIARY has entered into Agreements with owner's seeking funding in exchange for payment of fees and/or compensation.** INTEMEDIARY will furnish to PROSPECT certain proprietary information relating to the various operations, properties, personnel, financial and other matters that are non-public, confidential or proprietary in nature and are hereinafter referred to as "Proprietary Information." The Proprietary Information will be kept confidential and shall not, without the prior written consent of INTEMEDIARY, be disclosed by PROSPECT or its agents, representatives or employees, in any manner whatsoever, in whole or in part, and shall not be used by PROSPECT, its agents, representatives or employees, other than in connection with a potential investment in the opportunities described. PROSPECT shall be fully responsible for any breach of this Agreement by itself, its agents, representatives or employees. The Proprietary Information (including any copies thereof), will be returned to INTEMEDIARY immediately upon INTEMEDIARY'S request. PROSPECT agrees that it shall not retain any copies of the Proprietary Information supplied pursuant to the terms and conditions of this Agreement. 2. Any and all information provided to PROSPECT is provided for informational purposes only. INTEMEDIARY does not make any representations and/or warranties as to the accuracy of the information provided and that PROSPECT is to make his or her own independent evaluation of the opportunities described above. PROSPECT acknowledges that INTEMEDIARY has advised PROSPECT to seek independent professional advice in the review and evaluation of the information provided and that PROSPECT should seek the advice of an attorney and/or certified public accountant. 3. In the event PROSPECT discloses the availability of said designated opportunities to a third party who invest in said business without INTEMEDIARY'S assistance, then PROSPECT, in addition to the remedies specified herein, is also responsible for payment of INTEMEDIARY'S fees and compensation which would have been paid by INTEMEDIARY'S client. 4. For two years from the date of this Agreement, PROSPECT agrees not to deal directly or indirectly with the owner's of the INTEMEDIARY'S client seeking funding without the prior written consent of INTEMEDIARY. If PROSPECT enters into an investment, sale or purchase Agreement, a management contract or other financial arrangement with a INTEMEDIARY'S client, including the lease or purchase of business premises from the INTEMEDIARY'S client, PROSPECT shall be liable for any and all damages INTEMEDIARY may suffer, including but not limited to the INTEMEDIARY'S fees and compensation agreed to by the INTEMEDIARY'S client. PROSPECT agrees and does hereby appoint INTEMEDIARY its attorney in fact to execute all documents necessary to place a lien on the PROSPECT'S and INTEMEDIARY'S client business assets to collect its fees and compensation, and this Agreement shall be the consent to do so as required by Florida Statute 475.42. 5. This Contract shall be governed by the laws of the state of Florida. Any breach of this Agreement shall result in the prevailing party being entitled to receive from the other party all of its reasonable attorney's fees, costs, and expenses incurred at both the trial and appellate levels. The parties hereby consent to personal jurisdiction and venue, for any action arising out of a breach or threatened breach of this Agreement in the Circuit Court in and for Hillsborough County, Florida. The parties hereby agree that any controversy, which may arise under this Agreement, would involve complicated and difficult factual and legal issues. Therefore, any action brought by either party, alone or in combination with others, whether arising out of this Agreement or otherwise, shall be determined by a Judge sitting without a jury. 6. The INTEMEDIARY'S client is the intended beneficiary of all covenants of PROSPECT, which benefit the INTEMEDIARY'S client, including without limitation the covenants concerning the use of information disclosed to PROSPECT, and an INTEMEDIARY'S client may bring an action to enforce such covenants. PROSPECT represents and warrants to INTEMEDIARY that PROSPECT do not represent a third party, governmental agency or competitor of the business, nor is PROSPECT employed by a competitor and the sole purpose for receiving any information regarding a business is to invest in said business. **PROSPECT acknowledges receiving a copy of this Agreement and a facsimile copy with signatures shall be considered as original.**

Prospect Internal Document ID \_\_\_\_\_

**PROSPECT Signature**

**Signature Date**

**John L Nelson President**

**Signature Date**

<b>Nelson Consulting, Inc.</b>	<b>PHONE : (813) 805-0202</b>
<b>PO Box 22006</b>	<b>FAX : (813) 200-1215</b>
<b>Tampa, Florida 33622</b>	<b>EMAIL : John@NelsonConsultingInc.com</b>