

**MAILING AND INSERTING TECHNOLOGY COMPANY – BBS # 416147
(Actual Name of Company Withheld)**

Location: Southeast

Industry: Manufacturing - Electronic Equipment Manufacturing

Financials: Gross Revenue \$6,800,000

Cash Flow: \$640,000

Inventory: \$1,700,000 (Included in Asking Price)

FF&E: \$300,000 (Included in Asking Price)

Business Summary: National Business Search is representing for sale, on an exclusive fee paid basis, a profitable, growing and innovative manufacturer and distributor of hardware and software for intelligent document and envelope processing in the high-speed mailing industry. The Company is based in the southern U.S, has 1 other location in the Midwest, and was founded over 19 years ago. The Company supplies commercial and business mailers with products that enhance their mailing operations at costs below those offered by the Company's competitors. The Company has differentiated itself by offering products and solutions that are highly efficient, productive, and economically priced. Its support services are customer oriented. The Company's growth strategy is to set up offices and dealers nationwide and outside the U.S. to serve the export market where it has an established and growing customer base. The Company has invested heavily in engineering and inventory to build for the future. The Company is at a point where it can be taken to a much bigger level. The owners are willing to stay on for a transition, or permanently as employees and/or with an equity stake.

About the Business: Year Established 1989

Employees: 30 full time

Relocatable: Yes

Facilities: 2 leased facilities in the US

Market Outlook and Competition: The production mail industry produces several billion dollars in sales each year. The shift to transactional, intelligent mail processing has seen a steady increase over the last few years.

About the Sale: Management Training and Support. The owners will stay on permanently if buyer desires, and will provide training and support as needed.

Reason For Selling: To gain liquidity and to provide resources for growth.

For more information on this company, go to next page, complete items highlighted in blue in the Business Brokers of Florida Standard Confidentiality / Disclosure Agreement, and Fax to (813) 200-1215. Nelson Consulting will expedite an Executive Summary on this business to your Email address.

Note: Seller pays transaction fees, as stated in the Agreement on the following page.

BUSINESS BROKERS of FLORIDA
STANDARD 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.

LISTING NUMBER: BBS # 416147 BUSINESS DESCRIPTION: MAILING & INSERTING TECHNOLOGY COMPANY
(Actual name of company withheld)

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 **NATIONAL BUSINESS SEARCH, INC. (BROKER)**, and that **BROKER** was the first to advise them of the availability and details concerning the following business and/or real property opportunity:

1. PROSPECT understands and agrees that all dealings concerning the opportunity above will be handled through BROKER and that **BROKER has entered into agreements with Sellers for the payment of commissions.** BROKER will furnish to PROSPECT certain proprietary information relating to the various operations, properties, personnel, financial and other matters which 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 BROKER, 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 the purchase of one of the opportunities described above. 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 BROKER immediately upon BROKER'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. BROKER 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 BROKER 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 purchases a business without BROKER assistance, then PROSPECT, in addition to the remedies specified herein, is also responsible for payment of BROKER'S compensation which would have been paid on the listed selling price or minimum compensation, whichever is greater.
4. For two years from the date of this Agreement, PROSPECT agrees not to deal directly or indirectly with the Seller's of the opportunities listed above without the prior written consent of BROKER. If PROSPECT enters into a sale and/or purchase agreement, a management contract or other financial arrangement with a Seller of an opportunity, including a leasing of the business premises from the Seller or its Landlord is consummated, PROSPECT shall be liable for any and all damages BROKER may suffer, including but not limited to the Seller's commission payable on the sales price or minimum commission due under the Listing Agreement with Seller, whichever is greater and, any commission due on the lease agreement negotiated with the Landlord. PROSPECT agrees and does hereby appoint BROKER its attorney in fact to execute all documents necessary to place a lien on the business assets to collect its 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 attorneys 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 Pinellas 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 Seller is the intended beneficiary of all covenants of PROSPECT which benefit the Seller, including without limitation the covenants concerning the use of information disclosed to PROSPECT, and a Seller may bring an action to enforce such covenants. PROSPECT represents and warrants to BROKER that PROSPECT does 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 purchase 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 _____

Date _____

Agent for Selling Broker **BBF-885004 John L Nelson**

AGENT Signature

NATIONAL BUSINESS SEARCH INC

6650 SUNSET WAY SUITE 317

ST PETE BEACH, FLORIDA 33706 USA

Date

PHONE : (813) 805-0202

FAX : (813) 200-1215

EMAIL : John@NelsonConsultingInc.com