

We are a Business Sales, Mergers & Acquisitions company based in Brighton. This document contains the details of a Business we are currently involved in selling which we wanted to bring to your attention as our research suggests that this acquisition may be of interest to you.

## WELL ESTABLISHED AND PROFITABLE CONSTRUCTION FIRM - Ref 1007KWS07

### UNIQUE UK BUSINESS ACQUISITION OPPORTUNITY

The opportunity exists to acquire a successful business, based in Southern England, which specialises in providing building and construction services to the Commercial Market. The owners seek a sale to allow them to retire and have appointed us to act on their behalf.

#### The business has the following particular areas of expertise:

- New Build Construction – typically large scale projects for commercial/ local authority use
- Extensions, Alterations and Refurbishment – internal and external

#### The key attractions of the business are:

- Long established business, providing services for 15 years under single ownership;
- Established name in their field, with an excellent reputation for quality of workmanship and the level of customer service provided;
- Wide customer base with strong links to Local Authorities, Schools, Property Developers, Architects and Surveyors who provide regular tender opportunities;
- Importantly, currently only undertake work which is overseen by a professional Architect or Surveyor - considerable amount of work turned down each year as a result;
- Long standing, highly skilled team of employed trade specialists as well as established relationships with sub-contractors;
- Solid financial track record with stable turnover in excess of £3 Million per annum for many years;
- Consistently profitable with tight financial control;
- Strong management team in place with limited reliance on existing owners;
- Located in Southern England, serving clients throughout this area;
- Member of the CHAS, Constructionline and NHBC Schemes;
- Potential for expansion, particularly with regards to areas in which the owners do not currently concentrate;
- Principal Financials:

Indicator	Year Ending 31st March		
	2006	2005	2004
Turnover £	3,088,428	3,258,236	3,020,081
Gross Profit £	558,570	562,019	509,173
Adjusted Operating Profit £*	172,975	313,893	354,518
Shareholders Funds £	510,007	615,291	454,056

\*Shown after directors' emoluments and before interest and tax

- Results for year ending 31<sup>st</sup> March 2007 are expected to be in line with 2005. Lower profitability in year ending 31<sup>st</sup> March 2006 reflects investment in recruiting additional key staff in that year.

**For further information, please complete and fax back the enclosed form or alternatively contact Daniel Welling on the above number or by email to [daniel@keywealthsolutions.co.uk](mailto:daniel@keywealthsolutions.co.uk)**

The sole purpose of this profile is to assist the recipient in deciding whether it wishes to progress its interest in acquiring the Business above. This information has not been independently verified. While the information has been prepared in good faith, no representation or warranty is or will be made by the vendors or their advisers.



KeyWealth Solutions Limited  
Sussex Innovation Centre, Science Park Square  
University of Sussex, Brighton BN1 9SB

Tel: 01273 704777 Fax: 01273 704778  
enquiries@keywealthsolutions.co.uk  
www.keywealthsolutions.co.uk

## **Strictly Private & Confidential**

11 September 2007

### **Proposal for the sale of a “Well Established and Profitable Construction Firm – Ref 1007KWS07”**

In consideration of our agreeing to supply to you and your professional advisers certain information in relation to the Company and its business and affairs and entering into discussions relating to such possible sale, you hereby undertake to us and to our client that you and your directors, officers, employees and professional advisers: -

1. shall keep secret and confidential the identity of the Company and details of our discussions and negotiations and any information whether written or verbal about the Company supplied to you or your professional advisers ("Confidential Information");
2. shall not use any Confidential Information for your own purposes or to obtain a commercial, trading or other advantage but shall only use Confidential Information for the sole purpose of evaluating and negotiating the proposed acquisition of the Company;
3. i) shall, in connection with the possible sale of the Company only make contact with nominated officials of Keywealth Solutions Limited (“KWS”) at the address given above and shall not without our written consent initiate or accept or engage in any contacts of any kind with any other person or persons including shareholders, directors, officers or employees of KWS or of the Company or with any other party having any actual or prospective connection with the Company; and  
  
ii) shall not, without our prior written consent, discuss with any suppliers, customers or subcontractors of the Company or any of their employees or professional advisers your possible interest in the Company or any aspects of its affairs or trading relationships;
4. shall not make, permit or solicit any announcement or disclosure of your possible interest in the Company or of any negotiations with respect thereto;

5. shall not, whether or not the negotiations proceed, disclose to any third party (other than your professional advisers) any Confidential Information, other than such information which is in or comes into the public domain other than as a result of disclosure by you or your directors, officers, employees, agents or advisers;
6. shall not disclose any Confidential Information to any of your directors, officers or employees except those who need to know the information for the purpose of evaluating whether or not and on what terms you might proceed with the proposed purchase;
7. shall procure that your directors, officers, employees and professional advisers and any other party acting on your instructions to whom disclosure of Confidential Information is to be made, agree before disclosure to be bound by the terms of this letter as if they were parties hereto;
8. shall, at any time on written request from ourselves or without request if you cease to be interested in purchasing the Company, return any written record of the Confidential Information or other record in any form without keeping any copies, extracts or other reproductions thereof and either hand over to us or destroy (such destruction to be certified to us in writing by a senior employee of yours who has supervised such destruction) all notes and memoranda prepared by you and any copies thereof relating to any of the Confidential Information or the negotiations;
9. shall indemnify KWS, the Company and its advisers, agents, directors, officers and employees from any claims by brokers, finders, or any other intermediaries, except those engaged by the Company and KWS, arising from any negotiation between you and KWS and the Company;
10. shall promptly notify ourselves and the Company if any Confidential Information is required to be disclosed by reason of law or governmental or other regulation and co-operate with the Company regarding the manner of such disclosure or any action which the Company may elect to take to challenge legally the validity of such requirement;
11. shall not without prior written consent of the Company employ or seek to employ any person employed by the Company at the date of this document at any time during the twelve months from the date of this letter.

You further acknowledge and confirm as follows:-

1. that documents, whether containing Confidential Information or otherwise, made available to you or your advisers prior to, in the course of or for the purpose of, negotiations will not constitute an offer by us or on our behalf, nor will such documents nor any such Confidential Information contained therein form the basis of any contract which will be constituted solely by the final Sale and Purchase Agreement to be entered into;

2. that neither KWS nor the Company nor any of our respective advisers nor any of KWS's or the Company's associates, agents, officers, partners or employees accept responsibility for or make any representation or warranty, express or implied, with respect to the accuracy or completeness of the Confidential Information or any written or oral communication in connection therewith;
3. that you will be responsible for making your own decision on the information contained in the Confidential Information and understand that you will be required, on the execution of any agreement for the sale of the Company to acknowledge that you have not relied on or been induced to enter into such agreement by any representation or warranty other than as expressly set forth in such agreement and subject to such limitations and representations as specified therein;
4. that no right or licence is granted to you or your advisers in relation to the Confidential Information except as expressly set forth herein;
5. that you are acting as a principal on your own account;
6. that, in addition to all other remedies that the Company may be entitled to as a matter of law, the Company shall be entitled to specific performance and any other form of equitable relief to enforce the provisions of this letter agreement. You acknowledge that damages would not be an adequate remedy for any breach by you of this agreement. You further agree that the rights of the Company under this letter agreement may be assigned in whole or in part to any purchaser of the Company which may enforce this letter agreement to the same extent and in the same manner as the Company can enforce this letter agreement;
7. no failure or delay by KWS or the Company in exercising any of their respective rights under this agreement shall operate as a waiver of such rights, nor shall any single or partial exercise preclude any further exercise of such rights; and
8. the provisions of this Agreement shall continue in effect notwithstanding any decision not to proceed with any possible transaction relating to the Company or any return or destruction of the Confidential Information.

Any agreement created by acceptance of this letter shall be governed by and construed in accordance with the laws of England and you hereby submit to the non-exclusive jurisdiction of the Courts of England in relation thereto.

Please indicate your acceptance of the above by signing and returning the enclosed copy of this letter.

Yours faithfully

Signed	_____	Counter-Signed	_____
Name	_____	Name	<b>Daniel Welling - Director</b>
On behalf of	_____	On behalf of	<b>KWS</b>
Date	_____	Date	_____