



## **Acquisition Opportunity**

**Business Title: Established Electronics Manufacturing Services**

Client Ident. No. SB579

### **Highlights:**

- Established over 20 years ago positioned for a strong and steady growth
- Long standing, high quality customer base within diversified industries for medical instruments, wireless data, communications, electronics, biotech to name a few
- Strong and stable in-place management team willing to stay after acquisition
- Full spectrum of services with latest technology including qualified manufacturing RoHS(Lead-Free) process and industry award winner
- Latest ISO certified manufacturing plant facilitating both consignment and turnkey projects

### **Summary:**

#### **GROWTH OPPORTUNITY**

The Company's partnerships with global distributors and component manufacturers enable it to serve customers with on-time product realization whether on a consignment or turnkey procurement program. The growing market for printed circuit board applications provides unlimited expansion opportunities in existing and new market segments.

#### **STRATEGIC MARKET OPPORTUNITIES**

The company provides Electronic Manufacturing Services (printed circuit board and system assembly) to a variety of leading Original Equipment Manufacturers (OEM) for the wireless data communications, medical instruments, biotechnology, environmental, pharmaceutical, electronics, and system control industries to name a few. Strategically located in the western US, the Company serves greater North America and beyond.

#### **STRATEGIC OPERATIONAL ADVANTAGES**

The Company has an extensive Quality Management process that ensures the highest product consistency and reliability. Company has a large manufacturing capacity with a highly experienced Engineering and Production Support Team. The Company operates under IPC-A-610 (Class I, II, III) manufacturing standard. Company is ISO 9001/2008 certified by SGS. Even with increased off-shore competition, the Company's quality control and management processes have enabled it to increase its customer base and revenues.



## FINANCIAL SUMMARY

### Income Statement December 31 (\$ 000's)

2007	2008	2009		2010
\$12,009	\$16,434	\$14,186	SALES	\$16,225
\$1,997	\$3,028	\$2,644	EBITDA (1)	\$2,800+

(1) EBITDA: Standard recast Earnings before interest, taxes, depreciation, & amortization

### Balance Sheet December 31, 2010 (\$ 000's)

Current Assets	\$4,435	Total Liabilities	\$3,362
Long Term Assets	\$934	Stockholders Equity	\$3,118
Other Assets	\$1,111		
Total Assets	\$6,480	Total	\$6,480

#### For Further Information Contact: SUNBELT

Broker: Kevin Q. Lam at (510) 579-7449 or Wes Monty at (630) 215-7229

Address: 2001 Gateway Place, Suite 230E

City, State, Zip: San Jose, CA 95110

Phone: 408-436-1900 x109 Fax: 408-608-1881

E-Mail: kqlam@sunbeltbayarea.net or wmonty@sunbeltnetwork.com

This information has been provided by the seller. Sunbelt makes no warranty or representation as to the accuracy or completeness of this information. Potential Buyers must conduct their own due diligence



The undersigned prospective purchaser (“Buyer”) hereby requests confidential information, currently and from this time forward, on businesses represented by Sunbelt Business Brokers (“Sunbelt”). Buyer hereby acknowledges that Sunbelt first provided such information to the Buyer. In consideration of Sunbelt having provided such information, the Buyer hereby agrees:

1. Any information Sunbelt provides about a business was obtained from the business owner, and Sunbelt makes no representations or warranties as to its accuracy or completeness. Buyer is solely responsible for investigating all aspects of the business and obtaining any legal, tax or other counsel Buyer deems necessary, prior to purchasing the business.
2. Any information Buyer is given about a business, including its availability for acquisition, shall be treated as confidential and proprietary. Buyer shall not disclose, without prior written permission, any such information to any third party except Buyer’s representatives/affiliates engaged in evaluating the information, and shall obtain the agreement of such third parties to maintain confidentiality. If Buyer decides not to purchase the business, Buyer shall promptly notify Sunbelt of this fact and shall promptly return all documentation without retaining copies, summaries, analyses or extracts. Any unauthorized disclosure shall constitute a material breach of Buyer’s duty to the Seller and Sunbelt and could result in their seeking recourse against the Buyer. Buyer shall indemnify, defend and hold Sunbelt harmless from any liability resulting from such unauthorized disclosure.
3. The Seller of each business about which a Buyer shall be given information by Sunbelt has entered into an agreement providing that Seller shall pay a fee to Sunbelt if, during the term of that agreement or within twenty four months thereafter, the business is transferred to a Buyer introduced by Sunbelt. Should Buyer, Buyer Family Member or anyone with whom Buyer is connected acquire any interest in or become affiliated in any capacity with such a business, Buyer shall protect Sunbelt’s right to a fee from the Seller.
4. Buyer shall conduct all inquiries into and discussion with any business about which Sunbelt provides information solely through Sunbelt, and shall not directly contact the owner, employees or other representatives of the business except by prior arrangement with Sunbelt.
5. If Buyer breaches the terms of this Agreement or in any way interferes with Sunbelt’s right to a fee, Buyer shall be liable for such fee and any other damages, including reasonable attorney’s fees. Any controversy or claim arising out of or relating to this Agreement or its breach shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association by one or more arbitrators appointed in accordance with those rules. Any arbitrator so selected need not be a member of the American Arbitration Association.
6. Sunbelt may act as a dual agent representing both Buyer and Seller. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a) a fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer, b) diligent exercise of reasonable skill and care in performance of the agent’s duties, c) a duty of honest and fair dealing and good faith and d) a duty to disclose all facts known to the agent materially affecting the value or desirability of the business that are not known to, or within the diligent attention and observation of, the parties.
7. Buyer Acknowledges receiving a copy of this Agreement.
8. The undersigned executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so.

Business of interest: Established Electronics Manufacturing Services Co. Ref. # SB579

Company Name: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**SUNBELT**

**Kevin-Quang Lam: (510) 579-7449 / Wes Monty: (630) 215-7229**

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## *Disclosure Regarding Agency Relationship*



When you enter into a discussion regarding a business opportunity transaction, you should from the outset understand what type of agency relationship or representation you have with a Business Broker.

### ***AGENT REPRESENTING BOTH SELLER AND BUYER***

A Business Broker, a California licensed Real Estate Salesperson or Real Estate Broker, can legally be the agent of both the Seller and the Buyer in a transaction (dual agency) and is hereby notifying you that this is the situation in most of his/her transactions.

In a dual agency situation, the Business Broker has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with both the Seller and the Buyer.
- (b) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (c) A duty of honest and fair dealing and good faith.
- (d) A duty to disclose all facts known to the agent materially affecting the value or desirability of the business that are not known to, or within the diligent attention and observation of, the parties.
- (e) A duty to disclose all facts known to the agent materially affecting the desirability of the Buyer - financial history, creditworthiness and background of the Buyer that are not known to, or within the diligent attention and observation of, the parties.

A Business Broker is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the asking price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a business opportunity transaction do not relieve a Seller or Buyer from the responsibility to protect his/her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A business broker is a person qualified to advise about buying and/or selling business opportunities. If legal or tax advice is desired, consult a competent professional.

Throughout your business opportunity transaction you may receive more than one disclosure form, depending upon the number of Business Brokers assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form.

### **I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.**

BUYER/SELLER _____	Date _____
BUYER/SELLER _____	Date _____
BUSINESS BROKER _____	Date _____



Sunbelt

\_\_\_\_\_  
Broker

**Buyer Profile For:** \_\_\_\_\_

\_\_\_\_\_  
Print Business Name

**WE PROVIDE EACH SELLER THE FOLLOWING CONFIDENTIAL FACTS ABOUT YOUR FIRM PRIOR TO  
RELEASING ANY INFORMATION ABOUT THEIR BUSINESS.**

**BACKGROUND INFORMATION:**

1. What type of business is your Firm:

- Private                       Public, stock symbol \_\_\_\_\_

Is it a:

- C Corporation               S Corporation               Limited Liability Corporation

2. In what industry is the Firm presently active? \_\_\_\_\_

3. Please give a brief description of the Firm's present business:  
\_\_\_\_\_  
\_\_\_\_\_

4. Please list the following officers of the Firm:

Chairman \_\_\_\_\_ CEO/President \_\_\_\_\_  
COO \_\_\_\_\_ CFO \_\_\_\_\_

5. Do you have a web site? \_\_\_\_\_ If so what is the address? \_\_\_\_\_

6. What are the Firm's current annual sales? \_\_\_\_\_

7. Why is the Firm looking to buy a business? \_\_\_\_\_  
\_\_\_\_\_

8. What amount does the Firm have for a down payment? \_\_\_\_\_

9. What are the Firm's down payment ability and the source of those funds that can be **substantiated** at the time of making an offer? \_\_\_\_\_

10. Firm equity [all assets minus all liabilities] exceeds \$100,000 \_\_\_\_\_ \$500,000 \_\_\_\_\_ \$1,000,000 \_\_\_\_\_ \$5,000,000 \_\_\_\_\_

11. Has firm ever filed bankruptcy? \_\_\_\_\_ Had a foreclosure? \_\_\_\_\_ Had a judgment filed against it? \_\_\_\_\_

12. Is there any reason the Firm might be declined a loan for a business acquisition? \_\_\_\_\_

13. Will anyone outside of the Firm's officers advise in the review of business records and the decision to purchase a business? \_\_\_\_\_ If so, who? \_\_\_\_\_  
\_\_\_\_\_

14. What is the Firm's timeframe to purchase?     Immediate               No hurry

15. Will the Firm supply management for an acquisition? \_\_\_\_\_ Or, does it want management in place? \_\_\_\_\_

16. What are the Firm's geographic limitations? \_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

I certify that the above information is true and correct; that I represent and warrant that I have the authority to sign this profile on behalf of said entity and its owners; and acknowledge receipt of a copy of this profile