

Stone Fabrication & Installation

This well established, highly reputable company offers custom marble and granite design, fabrication and installation. Through 2008, this business sustained its revenue levels thanks to its continued focus on high-end, custom homes and diversification. Compared to 2007, revenue and profit for 2008 grew by more than 10%.

Through its 15 year history, the Company has served thousands of customers. With specialists providing quality workmanship and professional expertise, this custom manufacturing and contracting business is a trusted partner to thousands of upscale architects, building contractors, homeowners and designers.

Centrally located in the Bay Area, the company operates from a modern facility that includes office space, a complete cutting and fabrication workshop, a warehousing area for storing stone slab inventory, and a 10,000 sq. ft. yard for vehicles and material staging. The equipment in the cutting and fabrication workshop is well maintained and only operating at 50% capacity. The business holds both a general contractor's license and a masonry contractor's license. Only the masonry license (C-54) is required.

Besides inventory associated with work in process, the business holds comparatively little inventory. Most materials are either delivered to the business by the general contractor or the customer and/or contractor prepays for the material before it is ordered.

This business is a turn-key opportunity ready for new management. There are opportunities for sales growth and other business improvements that build on the Company's great foundation and reputation. Seller owns the building and will negotiate a new lease with the buyer: therefore rent, total square footage, and even utilities could vary from the numbers shown below.

The seller also owns a very high-end kitchen and bath showroom that is co-located with the stone fabrication business. This operation could also be purchased along with the stone fabrication business.

PRICE		LEASE	
Asking	\$950,000	Base Rent/mo	\$12,500 per mo / TBD
FFE	\$440,000 (original cost, not FMV)	Utilities	\$2,000/mo +/-
Inventory	\$150,000 (not included in price)	Expiration	TBD
Training Included	Owner to provide smooth transition (30 hrs /wk for 4 wks)	Security Deposit	TBD
OPERATION		TERMS	
Employees	25 Full-Time plus 4 1099-contractors	Note	Some Seller financing available for qualified buyer
Working Owners	1 Full-Time	Term	TBD
Payroll/Month	\$87,000	Interest	TBD
Hours	M-F 8:30-5:00	Covenant	TBD
FINANCIAL		FACILITIES	
Gross Sales	\$3,414,000	Size	15,000 sq. ft. +/-
Gross Profit %	TBD	Type	Warehouse/manufacturing
SDE*	\$500,000	Parking	Lot and street
*SDE =	2008 Sellers Discretionary Earnings	Business Owned Since	1993 Established

CONTACT HOLDERS MANUFACTURING FOR FURTHER INFORMATION

Jim Carr

jcarr@holders-manufacturing.com

408-621-6742 direct 408-904-7677 fax

Holders Manufacturing, Inc. makes no express or implied representation or warranty with respect to the accuracy or completeness of the information. Each prospective purchaser is responsible for the performance and expense of a due diligence review of The Company.

Confidential Disclosure Agreement (Buyer):

This Agreement is entered into July ____, 2009 by and between

_____, located in _____, California (hereinafter
(name) (city)

"Recipient") and Holders Manufacturing, Inc. (hereinafter "Broker").

WHEREAS, Broker possesses certain information relating to a prospective seller of a business and its business, including information relating to the possible sale of a Stone Fabrication and Installation Company (hereinafter "HMI-9609") that is confidential and/or proprietary to HMI-9609 (hereinafter "Confidential Information"); and

WHEREAS, the Recipient is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the permitted purpose of evaluating the possible purchase of HMI-9609 or any or all of its assets ("Permitted Purpose");

NOW, THEREFORE, in consideration for the mutual undertakings of the Broker and the Recipient under this Agreement, the parties agree as follows:

1. Third Party Beneficiary. HMI-9609 is an express third party beneficiary of this Agreement.
2. Disclosure. Recipient agrees to receive, Confidential Information pursuant to the terms of this Agreement. Confidential Information shall include any trade secrets or other information that is not generally available to the public including, but not limited to, all financial and personnel information, marketing plans, pricing information, business plans and methods, customer lists, all data, materials, products, technology, computer programs, specifications, manuals, know-how, processes, services, designs, methodologies, production, manufacturing procedures, contracts, and other information submitted orally, in writing or by any other media to Recipient by Broker or HMI-9609.
3. Confidentiality.
 - 3.1 No Use. Recipient agrees not to use the Confidential Information in any way, except for the Permitted Purpose set forth above.
 - 3.2 No Disclosure. Recipient agrees to use its best efforts, but no less than a reasonable degree of care, to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than those individuals having a need for disclosure in connection with Recipient's authorized use of the Confidential Information or from any unauthorized use, dissemination, distribution or publication.
 - 3.3 Authorized persons. Recipient may disclose Confidential Information to his senior managers or advisors who require knowledge of the Confidential Information to achieve the Permitted Purpose or to any other person Broker or HMI-9609 approves in writing in

advance. Such written authorization by Broker or HMI-9609 may be made via email to the Recipient.

3.4 Extension of confidentiality to authorized parties. Recipient shall require and insure that all of the authorized persons referred to in paragraphs 3.2 and 3.3 to whom part or all of the Confidential Information is disclosed hold it to the same level of Confidentiality incumbent upon the Recipient.

3.5 Protection of Secrecy. Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

3.6 Notification of unauthorized disclosure. Recipient shall notify Broker promptly upon becoming aware of any unauthorized disclosure, copying, use or loss of all or any part of the Confidential Information.

4. Limits on Confidential Information. Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation with respect to such information where the information:

(a) was known to Recipient prior to receiving any of the Confidential Information from Broker or HMI-9609;

(b) has become publicly known through no wrongful act of Recipient;

(c) was received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;

(d) was independently developed by Recipient without reliance upon or use of the Confidential Information; or

(e) was ordered to be publicly released by the requirement of a government agency.

5. Ownership of Confidential Information. Recipient agrees that all Confidential Information shall remain the property of HMI-9609.

6. Term and Termination. The obligations of this Agreement shall be continuing with respect to any item of Confidential Information until such Confidential Information disclosed to Recipient is no longer confidential.

7. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) Broker, its successors, and assigns, (b) Recipient, its successors and assigns, and (c) HMI-9609, its successors and assigns.

8. Rights. Neither party acquires any intellectual property rights under this Agreement except the limited rights necessary to carry out the purposes as set forth in this Agreement. This Agreement will not be interpreted or construed as granting any license or other right under any patent, copyright, trade mark, trade secret or other proprietary right.

9. Role of Broker. Recipient acknowledges that, unless there is a specific written agreement to the contrary, Broker does not represent Recipient. Recipient is advised to obtain its own legal, accounting and other applicable representation in connection with any transaction with HMI-9609.

10. Warranty and Indemnity to Broker. Recipient represents and warrants to Broker that all information to be furnished to Broker will be true and complete and contain no material omissions. Recipient shall defend and hold harmless Broker against all losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorney's fees and court costs, which Broker may incur as a result of a breach of the foregoing representation and warranty or this Agreement.

11. No Independent Audits or Verification of Data by Broker. Recipient understands and agrees that Broker does not independently audit or verify any Confidential Information or data presented by HMI-9609, and, on the contrary, Broker is relying on the accuracy of HMI-9609's data and representations for their evaluations and descriptions. Prior to closing, Recipient agrees to investigate and satisfy him/herself as to background, references, credit, financial condition and capabilities, assets and business and all other material facts concerning HMI-9609.

12. Miscellaneous.

(a) This Agreement imposes no obligation on either party to purchase or sell, license, transfer or otherwise dispose of any assets, technology, services or products.

(b) Both parties shall adhere to all applicable laws, regulations, and rules relating to the export of technical data, and shall not export or re-export any technical data, any products received from Broker, or the direct product of such technical data to any proscribed country listed in such applicable laws, regulations and rules.

(c) This Agreement does not create any agency or partnership relationship. This Agreement shall not be assignable or transferable without the prior written consent of the other party.

(d) Each party acknowledges that damage from improper disclosure of Confidential Information may be irreparable; therefore, the injured party is entitled to equitable relief, including injunction and preliminary injunction, in addition to all other remedies.

(e) This Agreement is made under, and shall be construed according to, the laws of the State of California, USA, without regard to its rules on conflict of laws.

(f). This Agreement may not be amended except by a writing signed by both parties.

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

BROKER

Holdings Manufacturing, Inc.

Signature / Date

James D. Carr / President

Printed Name / Title

2033 Gateway Place, 5th Floor

Address

San Jose, CA 95110

City, State, Zip

RECIPIENT

Company Name

Signature / Date

Printed Name / Title

Address

City, State, Zip

Holdings Manufacturing, Inc. – Individual Buyer Profile

BUYER PROFILE FOR: _____ Email: _____
Please Print Name

Home Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____

Fax: _____ Cell Phone: _____

How did you hear about us? _____ If Internet, which website? _____

We provide each seller the following confidential facts about you prior to releasing any information about their business.

BACKGROUND INFORMATION:

Are you currently employed? _____ If so, in what industry and what position? _____

Please give a brief description of your responsibilities: (Plan to prepare and submit a formal Resume for consideration.)

Please list the industries in which you've worked and the positions you've held:

Do you own or have you ever owned your own business? _____ If Yes, what type? _____

Education: High School College / Degree _____ Post-College / Degree _____

Other Special Education or Training _____

Why are you looking for a business opportunity? _____

What is your timeframe to purchase? Immediate No hurry How long have you been looking? _____

Would you work in the business Full-time Part-Time

Geographic Location Desire: _____

How far from your home are you willing to drive one way to the business you will buy? _____

Holdings Manufacturing, Inc. – Individual Buyer Profile

FINANCIAL INFORMATION: _____ (Please attach prepared financial statement, if available)
(Last Name)

What is your current annual income? \$ _____

What are your income expectations the first year of owning your own business? \$ _____

Have you ever filed bankruptcy? _____ Had a foreclosure? _____ Had a judgment filed against you? _____

Is there any reason you might be declined a loan for a business acquisition? _____

Will anyone advise you in the review of business records and the decision to purchase any business? _____

What is the down payment amount and the source of funds that you **are prepared to substantiate** at the time of making an offer? \$ _____ Source: _____

Do you have a financial partner or any other personal source of investment capital? Yes No

If Yes, please explain: _____

Do you have additional income sources? Yes No

If Yes, please explain: _____

NET WORTH:

ASSETS

Cash in checking accounts \$ _____

Cash in savings accounts \$ _____

Stocks and bonds \$ _____

IRA's, retirement plans, 401K's \$ _____

Cash surrender of life insurance \$ _____

Real Estate, home \$ _____

Real Estate, other \$ _____

Automobile(s) \$ _____

Your own business \$ _____

Appraised collectibles \$ _____

Money due you \$ _____

Other assets (describe): \$ _____

Total: \$ _____

LIABILITIES

Notes payable to banks \$ _____

Notes payable to finance co's \$ _____

Real estate indebtedness \$ _____

Automobile(s) indebtedness \$ _____

Owing on life insurance \$ _____

Charge accounts \$ _____

Credit Cards \$ _____

Taxes payable \$ _____

Other liabilities (describe): \$ _____

Total: \$ _____

NET WORTH (total assets minus total liabilities): \$ _____

TOTAL INVESTMENT \$ _____

I certify that the above information is true and correct and acknowledge receipt of a copy of this profile.

Signature

Date