Opportunity

VEN1277 - Multi-Disciplinary Civil Engineering Firm

Location: Southeast US

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A multi-disciplinary civil engineering firm specializing in water and wastewater work, site end, airport and aviation, land planning, and various military engineering services. In addition, the company has completed numerous building projects as the lead design professional including project management, program development and management, surveying, and information technology designs.

Bids invited

Key aspects

- Approximately 90% of revenue is generated from repeat business
- Strong and knowledgeable management team in place
- Longstanding, established name in the market
- Crossed-trained employees able to perform various functions
- Reputation for delivering timely and quality services
- Strategic professional relationships with long standing clients allowing a high percentage of repeat business

Opportunities

- Attractive bolt-on opportunity for additional engineering and architecture firms
- Hire additional employees to handle new projects

continued..

Key indicators:

Year end	12/31/2019 Internal $'000	12/31/2018 Compiled $'000	12/31/2017 Compiled $'000	12/31/2016 Compiled $'000
Revenue	2,991	2,648	2,694	2,288
Gross profit	2,991	2,658	2,694	2,288
Adj. EBITDA*	390	346	434	216

* Earnings before interest, tax, depreciation and amortization (non-cash items)

In order that we may obtain our client's permission to release the Information Memorandum, please register your interest by completing the Non-Disclosure Agreement (including the Acquisition Profile) and return to:

Tyrus O Neill (Deal Transactions Director)
oneill@benchmarkintl.com
(615) 924 8950

The above information is designed to enable recipients to make a decision whether to investigate the opportunity further. It is not intended to form the basis of an acquisition decision. The information has not been independently verified by Benchmark International who do not give any representation or warranty as to its accuracy. To receive full details on this business, please contact Benchmark International either by email, post or fax to addresses or number given below.

Benchmark International is a sell-side only broker that has been engaged by this business and its owners on a sole and exclusive basis and as such, in the event of a sale, will be entitled to fees solely from the business and its owners. Benchmark International does not seek or accept fees from acquirers.

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- Actively pursue military projects outside of home state
- Expand operations to surrounding cities and counties with large and expanding resident populations and land areas
- Implement a marketing strategy and create the company website to generate on-line traffic and business

Headquartered

- Southeast United States

Real estate

- The company operates from a 5,000 sq. ft. facility leased from an affiliated entity. Although relocatable, management considers the current location beneficial because it is strategically located in the region with significant growth potential. The real estate is available for sale or a long-term lease depending on deal structure.

Shareholder/owner objectives

- The owners are looking to exit the company to pursue retirement. They believe the company is in a position where new ownership can take advantage of the growth opportunities in the industry. Also, they are ready to remain with the business for a transition period.

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This agreement (this "**Agreement**") is made and entered into as of the date entered by Recipient in the signature block below (the "**Effective Date**") by and between Benchmark International CSSB, LLC, a Florida limited liability company ("**Intermediary**" and, together with its affiliates, "**Benchmark**") and the entity or individual set forth in the signature block below ("**Recipient**").

A. **R E C I T A L S**

Recipient desires to obtain certain confidential and proprietary information of various clients of Benchmark for the sole purpose of examining the information and determining the feasibility of the acquisition of one or more of such clients (the "**Purpose**") and such clients will provide such confidential and proprietary information to Recipient for the Purpose and under the terms and conditions set forth in this Agreement.

B. In consideration of the disclosure to Recipient of Confidential Information, Recipient agrees to receive and to treat Confidential Information on a confidential and restricted basis and agrees as follows:

A G R E E M E N T

1. Definitions.

(a) **"Authorized Representative"** means any (i) of Recipient's officers, directors, employees having a bona fide need related to the Purpose to view Confidential Information, (ii) Recipient's affiliates and professional advisers acting on Recipient's behalf in connection with the Purpose; (iii) financial institutions (or other financial sources routinely engaged in providing debt financing to transactions similar to the Purpose) from whom Recipient is seeking debt financing relating to the Purpose or whom are presently committed limited partners in a fund managed by Recipient; or (iv) any other person approved by Intermediary in writing prior to Recipient's disclosure of any Confidential Information to such person. For the avoidance of doubt, in the event Recipient is itself an advisor or otherwise not a party contemplating the acquisition of the relevant Target on its own behalf or on behalf of an affiliate, entities such as Recipient's clients shall not be deemed Authorized Representatives unless and until Recipient has obtained the written consent of Intermediary to classify such party as an Authorized Representative.

(b) **"Confidential Information"** means Any and all information, including without limitation the identity of any Target (or affiliate or owner of any Target) as an entity or individual that has come to market, in whatever form or medium, that is provided by any client of Benchmark, or Benchmark, in connection with this Agreement except information which: (1) is made freely available by such Target to its customers or is published or otherwise made publicly available through sources entitled to disclose the same; (2) is or becomes publicly available through no breach of this Agreement by Recipient or any of its Authorized Representatives; (3) is or becomes known to Recipient or any of its Authorized Representatives prior to its receipt under this Agreement, as shown by Recipient's written records; (4) is or becomes known to Recipient or its Authorized Representatives through disclosures by a third party not known by Recipient or its Authorized Representatives, after due inquiry, to be prohibited from disclosing such information by a contractual, fiduciary, or other legal obligation; or (5) is developed by or for Recipient or any of its Authorized Representatives independently of any disclosure under this Agreement.

(c) **"Target"** means any client of Benchmark whose identity has been disclosed to Recipient and about whom any Confidential Information has been shared with Recipient following the Effective Date.

(d) **"Term"** means the period Commencing on the Effective Date and continuing for a period of 2 years therefrom.

2. Use and Disclosure.

(a) Obligation. Recipient shall hold all Confidential Information in strict confidence and prevent its unauthorized disclosure by Recipient and its Authorized Representatives. Recipient shall use the Confidential Information only to the extent reasonably required to fulfill the Purpose. In addition, Recipient will not disclose to any third party other than an Authorized Representative either the fact that discussions relating to any Target are taking place or have taken place, or any of the terms and conditions thereof.

(b) No License/Conveyance. All Confidential Information disclosed shall remain the property of the applicable Target and no license or conveyance of any rights is granted or implied by the disclosure of Confidential Information by such Target or Benchmark. Neither Recipient nor any of it Authorized Representatives shall modify, reverse engineer, decompile, create other works from, or disassemble any program, service or product and/or any software programs that constitute Confidential Information.

(c) Intent. Recipient hereby represents and warrants that it is entering into this Agreement for no purpose other than the potential (partial or full) acquisition of one or more of the Targets by itself or one or more of its affiliates, or by a client that has been approved as of the Effective Date as an Authorized Representative, in writing, by Intermediary, and not on behalf of any other non-affiliated third party.

(d) Advisors. Recipient may provide access to Confidential Information to an Authorized Representative provided that all obligations of Recipient contained herein apply equally to such Authorized Representative and Recipient is vicariously liable for the failure of any such Authorized Representative to comply with Recipient's obligations hereunder.

(e) Legally Required Disclosure. Recipient may also disclose Confidential Information without liability therefore if, and only to the extent, such disclosure is required by law, provided that Recipient gives Intermediary and the applicable Target sufficient notice, if legally permissible, to enable Intermediary or such Target to seek an order limiting or precluding such disclosure. Notwithstanding the foregoing, Recipient and its Authorized Representatives who make disclosures without notice to any regulatory or self-regulatory authority may do so without providing notice to Intermediary or the applicable Target to the extent such disclosure is reasonably required pursuant to routine investigations, inspections, examinations or regulatory or self-regulatory inquiries not specifically targeted at the Target or the Purpose.

(f) Contacts. Recipient and its Authorized Representatives will not, without the applicable Target's prior knowledge and written consent, make contact or approaches of any kind to the staff, customers, or suppliers of such Target, unless both (1) such contact or approaches are proven to have been made in the ordinary course of the contacting or approaching party's business as presently conducted and independently of the Purpose and (2) no Confidential Information is disclosed by Recipient or any of its Authorized Representative. Notwithstanding the foregoing, nothing in this Section 2(f) shall prohibit Recipient or any Authorized Representative from (i) making general solicitations for employment (including the use of third party search firms) not specifically targeting any Target's employees, (ii) soliciting individuals who have terminated their employment with the applicable Target prior to the initiation of any such solicitation, or (iii) hiring individuals who initiate contact with Recipient on their

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own initiative or who respond to any of the aforementioned solicitations.

(g) Interference. Recipient will not conduct negotiations with any Target in such a way or manner as to interfere with such Target's contractual relationship with Benchmark including, but not limited to, fees payable to Benchmark.

(h) Notification. Recipient shall notify Intermediary promptly upon becoming aware of any breach of this Agreement by Recipient or any of its Authorized Representatives.

3. Recipient's Acknowledgements.

(a) No Obligation. Recipient acknowledges that nothing herein contained shall require Benchmark to provide information relating to any Target.

(b) No Representations. Recipient acknowledges that Benchmark makes no representation, warranty, or guarantee whatsoever about Confidential Information. Any and all information including, but not limited to, budgets, forecasts, and projections do not, and shall not be deemed to, constitute any representation or expression of opinion or warranty on behalf of Benchmark.

(c) No Agency. Recipient acknowledges that Benchmark is not acting pursuant to this Agreement as the agent of Recipient and accordingly agrees to hold Benchmark harmless in all matters relating to Targets. Recipient further acknowledges that Benchmark is not responsible for vetting the accuracy or completeness of information provided by any Target and accordingly agrees that Benchmark will not be liable for any loss or damage relating to the disclosure of information to Recipient; in particular, but without limitation, as a result of any errors or inaccuracies of the information.

(d) No Reliance. Recipient has not and will not enter into any agreement in reliance upon any representation or warranty, written or oral, made by Benchmark. Recipient acknowledges the need to do its own investigation and consult independent professional advisors including, but not limited to attorneys and financial analysts. Recipient further acknowledges that should Recipient consummate a transaction with any Target, the enforceable representations and warranties of such Target are likely to be limited to those set forth in the definitive agreements for such transaction.

4. Intermediary's Acknowledgements.

(a) No Impact on Other Investments. Intermediary acknowledges, on behalf of itself and its affiliates, that Recipient, and its affiliates and Authorized Representatives, may now and in the future (i) operate in in the same industry as a Target and/or (ii) investigate other potential acquisition and investment targets including those in the same industry as a Target and/or (iii) acquire and/or invest in such targets. Nothing in this Agreement shall prevent Recipient, or its affiliates or Authorized Representatives, from pursuing such opportunities.

(b) No Impact on Uninvolved Affiliates. Notwithstanding anything to the contrary contained in this Agreement, this Agreement and the obligations herein shall not apply to the Recipient's affiliates, subsidiaries or affiliated or associated business entities (or persons employed therein) that neither (i) act on Recipient's behalf with regard to the Purpose nor (ii) receive Confidential Information from Recipient or an Authorized Representative.

5. Miscellaneous.

(a) Survival. Sections 1 and 3 through 5 of this Agreement shall survive the expiration, termination, or cancellation of this Agreement and continue to bind the parties, their successors, and assigns.

(b) Governing Law, Venue, and Jurisdiction. This Agreement and all disputes arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of Florida applicable to contracts to be fully performed therein, without giving effect to any choice of law rule therein that would require the application of the law of any other jurisdiction. Any action or proceeding relating in any way to this Agreement may be brought and enforced in the courts of the United States for the Middle District of Florida, or those of the State of Florida located in Hillsborough County, Florida, and each party hereto irrevocably consents to the jurisdiction of each such court in respect of any such action or proceeding.

(c) Trade Secrets. Any Confidential Information constituting a "trade secret" under applicable statutes and/or common law shall be protected to the full extent allowable thereunder, and such protection shall not be limited in any way by the terms of this Agreement.

(d) Severability. If a court of competent jurisdiction determines that provisions of this Agreement are illegal or excessively broad then such provisions shall be construed so that the remaining provisions of this Agreement shall not be affected, but shall remain in full force and effect, and any such illegal or overly broad provisions shall be deemed, without further action on the part of any person or entity, to be modified, amended and/or limited, but only to the extent necessary to render the same valid and enforceable in the applicable jurisdiction.

(e) Beneficiaries. Intermediaries' affiliates and each Target disclosed by name to Recipient by Benchmark during the Term are intended third party beneficiaries of this Agreement and each will have the right to enforce this Agreement against Recipient. Benchmark may disclose the existence and terms of this Agreement to any Target.

(f) Damages. Recipient acknowledges and agrees that the Confidential Information is proprietary and valuable to Targets and that any disclosure or unauthorized use of the information may cause irreparable harm and loss. and that, as a result, (i) money damages may not be a sufficient remedy for any breach of this Agreement, (ii) in the event of a breach or threatened breach of this Agreement by Recipient, Benchmark and the applicable Target shall be entitled, and have the right, to seek specific performance and injunctive and other equitable relief to ensure compliance with this Agreement, and (iii) any such equitable remedy shall not be deemed to be an exclusive remedy for breach of this Agreement, but may be in addition to all other remedies available at law or equity.

(g) Attorney's Fees. In the event that suit is brought to enforce this Agreement, or for damages relating to a breach of this Agreement, the prevailing party shall be entitled to recover from the other, in addition to its damages or other remedy, all costs and reasonable attorney's fees, both at trial and at the appellate level.

(h) Amendment, Waiver. Any provision may be amended and the observance thereof may be amended or waived (either generally or in a particular instance and either retroactively or prospectively) only by the written consent of Recipient and Intermediary.

(i) Entire Agreement. This Agreement supersedes any prior discussions, correspondence, understandings, agreements, or communication between the parties of any nature relating to the subject matter of this Agreement.

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(●) Strategic Buyer ( ) Financial Buyer ( ) Adviser

Signature

Print Name

Effective Date

For & On Behalf Of

Contact Telephone

Correspondence Email

Acquisition Profile

All NDA's / Acquisition profiles are forwarded to our clients for their approval.
We are unable to act on an incomplete document.

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☐ If you wish to attach your own acquisition profile, please tick this box, otherwise complete the form below

Name of Potential Acquirer	
Company Name	
Position	
Correspondence Address	
Postcode	
Contact Telephone Number	
Correspondence Email	

If you are an adviser acting on behalf of the potential acquirer, please complete your details below:

Name	
Company Name	
Company Address	
Postcode	
Contact Telephone Number	
Correspondence Email	

Sector

Please select the sector(s) you are interested in

- ☐ Agriculture
- ☐ Automotive
- ☐ Building & Construction
- ☐ Care, Health & Medical
- ☐ Catering & Leisure
- ☐ Distribution & Storage
- ☐ Education
- ☐ Engineering
- ☐ Environmental
- ☐ Financial
- ☐ Food & Drink
- ☐ Hire
- ☐ IT & Telecoms
- ☐ Land & Property
- ☐ Manufacturing & Industrial
- ☐ Media
- ☐ Motor, Transport & Marine
- ☐ Online/E-commerce & Mail Order
- ☐ Oil, Gas & Mining
- ☐ Petrochemical, Pharmaceutical & Cosmetics
- ☐ Print/Publishing, Advertising & Media
- ☐ Professional Services/Consultancy
- ☐ Recruitment & Training
- ☐ Retail
- ☐ Renewables/Energy
- ☐ Security
- ☐ Waste & Recycling
- ☐ Wholesale
- ☐ Miscellaneous, not specified or other

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Region

Please select the regions(s) you are interested in

- [ ] US
- [ ] Northeast US
- [ ] Northwest US
- [ ] Southeast US
- [ ] Southwest US
- [ ] Midwest US
- [ ] Mid-Atlantic
- [ ] Europe
- [ ] International
- [ ] Dubai
- [ ] China

Revenue

- [ ] Under 1m
- [ ] 1m - 5m
- [ ] 5m - 10m
- [ ] 10m - 25m
- [ ] 25m - 50m
- [ ] 50m+

EBITDA

- [ ] Under 250k
- [ ] 250k - 500k
- [ ] 500k - 750k
- [ ] 750k - 1m
- [ ] 1m - 1.5m
- [ ] 1.5m - 2.5m
- [ ] 2.5m - 5m
- [ ] 5m+

Deal Structure

- [ ] Full Sale
- [ ] Partial Sale
- [ ] Either

Timescale

- [ ] ASAP
- [ ] Within 1 Year
- [ ] Between 1 and 3 Years
- [ ] Over 3 Years
- [ ] No Defined Period

Involvement - Current

- [ ] None
- [ ] Full Time
- [ ] Part Time

Involvement - Close

- [ ] None
- [ ] 0-3 Months
- [ ] 3-12 Months
- [ ] 1-3 Years
- [ ] Ongoing
- [ ] Not Ascertained

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Management Structure

- [ ] Owner Managed
- [ ] Management Team Inc. Owner
- [ ] Management Team Without Owner

Funding

- [ ] Funding in Place

Funding Value

Source of Funding

- [ ] Private Equity
- [ ] Venture Capital
- [ ] Bank
- [ ] Private Funds
- [ ] Parent Company

Other

How did you receive news of this opportunity?

- [ ] Email
- [ ] Mail
- [ ] Professional Advisor
- [ ] Online Network
- [ ] Social Media

Other

What interests you particularly about this opportunity?

Timing / Why Now?

Please indicate if you have made any recent acquisitions

Please name your appointed professional advisor

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Additional Information