

**SPECIALTY CHEMICAL COMPANY – BBS # 410096  
(Actual Name of Company Withheld)**

**Location: Florida**

**Industry: Chemicals - Other Chemicals**

**Financials: Asking Price \$2,500,000**

**Gross Revenue: \$17,000,000**

**Cash Flow: \$939,000**

**Inventory: \$3,000,000 (Included in Asking Price)**

**FF&E: \$1,700,000 (Included in Asking Price)**

**Business Summary:** National Business Search is representing for sale, on an exclusive fee paid basis, a manufacturer and distributor of fiberglass, polyester and epoxy resin products for the composites industry. The Company is based in several large cities in the southern U.S and was founded over 40 years ago. Sales channels include OEMs, resellers, industrial companies, trades, export, Internet/mail order and hobbyist/Do It Yourself, all in appropriate quantities and pricing. This division of the Company accounts for approximately 92% of the Company's revenue. A second division of the Company sells a national brand product through distribution and retail outlets, with a brand that has been marketed since 1988. A third division sells a patented product into the trenchless technology field. In 2007, Company revenue was \$18.2MM, with a restated EBITDA (earnings before interest, taxes, depreciation and amortization) of \$612,000. In 2008, based on midyear financials, revenue is projected to be \$17.3MM, with restated EBITDA projected to increase to \$939,000. The Company has approximately 65 experienced employees in multiple distribution and manufacturing methods to build future business on, and an experienced management team in place. The Company has reviewed financial statements and a versatile software system in place. With the right partner, the Company is positioned to grow in the current market and excel in a normal market. The Company's formula for success in its home market may be duplicated throughout the South and potential nationally producing a market of several hundred million dollars. The price of the business is negotiable. In addition to cash or stock, the owner will consider creative proposals including equity, management participation and incentives based on future growth.

**About the Business: Year Established 1961**

**Employees: 64 full time**

**Relocatable: Yes**

**Facilities:** The Company's 3 distribution facilities are fully equipped for warehouse-to-customer by delivery or showroom retail/wholesale transactions. The Company's manufacturing location may be used for packaging or blending. These superb facilities make the Company a good candidate for a strategic buyer who needs distribution or manufacturing capacity in this market.

**Market Outlook and Competition:** The last year and a half has strained owner financing, due to a new computer system and a slow down in the industry. However, the Company is well positioned to grow as the economy recovers and customers diversify their purchases. Growth in 2009 and 2010 are predicted by the owner to exceed the best year that the Company has ever accomplished.

**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 # 410096      BUSINESS DESCRIPTION: SPECIALTY CHEMICAL 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 Signature** \_\_\_\_\_ **Date** \_\_\_\_\_ Prospect Internal Document ID \_\_\_\_\_

\_\_\_\_\_  
**AGENT Signature** \_\_\_\_\_ **Date** \_\_\_\_\_ Agent for Selling Broker **BBF-885004 John L Nelson**  
**NATIONAL BUSINESS SEARCH INC** **PHONE : (813) 805-0202**  
**6650 SUNSET WAY SUITE 317** **FAX : (813) 200-1215**  
**ST PETE BEACH, FLORIDA 33706 USA** **EMAIL : John@NelsonConsultingInc.com**