



Enterprise Development Resources, Inc.

M&A, Business Sales, Valuations, Consulting, Financing



➤ **B2B Facility Maintenance Services Opportunities in 23 States/67 Metro Areas (market list attached) of the US (in the form of Master Franchises) for Commercial Buildings.**

➤ **Sales Range of Existing Master Franchises: \$300,000 to \$6,000,000 (Pricing depends on Master Franchise Sales and Size of Territory); Pricing for New M.F. Based on Population.**

➤ This Facility Services Management Company is an innovative sales and management business working via Regional Master Franchisees (who in turn manage franchisees & independent contractors.) The Company is applying progressive business and information management principles in the services industry.

➤ The principals behind the Company have each built \$300M companies and they are using these experiences and knowledge to build rapidly growing companies in the Facility Services Management industry by using Master Franchisees with executive management experience who are capable of leading growing organizations. Master Franchisees do not need to have previous experience in the Facility Services Industry. The Company offers to interested experienced business professionals an environment that provides the freedom to manage and grow a profitable business. This is also augmented via a sophisticated and technology driven business model.

➤ The company offers Interior and Exterior Facility Maintenance Services (including Commercial Cleaning which alone is an approximately \$100 Billion industry.)

➤ According to a Johnson & Johnson Controls survey, 87% of the responding executives currently outsource facilities management (FM) and real estate (RE) services, and the demand for these outsourced services is expected to grow significantly within the next 3 to 5 years.

• **NOTES:**

• **INTERESTED PARTIES NEED TO SUBMIT CONFIDENTIALITY AGREEMENT AND BUYER PROFILE.**

• **DISCLAIMER: Enterprise Development Resources, Inc.(EDR) makes no warranty or representation in connection with the information provided herein. Interested parties are required to conduct their own due diligence.**

• **For More Information please contact: Elias E. Ladon, Certified Business Broker & Appraiser, Enterprise Development Resources, Inc.**

• **3659 Green Road, Suite 100, Cleveland, OH 44122;
elias.ladon@EnterpriseDR.com;**

• **216-295-1136 (m); 216-803-0107 (f); 216-765-0845 (O)**

List of Available Metro Areas for New Franchises & Tabulation with Existing Master Franchises Available for Sale

State	Metro Area	Population Base
Alabama	Mobile/Pensacola	1,272,000
Arizona	Tucson	843,000
Arkansas	Littlerock	628,000
California	San Bern./Riverside	3,240,000
California	Orange	2,846,000
California	Los Angeles #1	3,170,000
California	Los Angeles #2	3,170,000
California	Los Angeles #3	3,170,000
California	Stanta Barbara/Ventura	1,152,000
California	Bakersfield	661,000
California	Fresno	1,419,000
California	San Francisco	2,118,000
California	Oakland	2,452,000
California	San Jose	1,907,000
California	Contra Costa	1,467,000
Colorado	Denver	2,870,000
Colorado	Colorado Springs	724,000
Florida	Jacksonville	1,100,000
Florida	Gainesville/Okala	664,000
Florida	Ft. Myers	832,000
Florida	Miami	2,253,000
Florida	West Palm Beach	1,257,000
Florida	Ft. Lauderdale	1,623,000
Florida	St. Petersburg	1,511,000
Florida	Melbourne	954,000
Florida	Orlando	1,914,000
Hawaii	Honolulu	876,000
Illinois	Chicago # 1	6,300,000
Illinois	Chicago # 2 West	1,864,000
Iowa	Des Moines	619,000
Kansas	Wichita	610,000
Louisiana	Baton Rouge	936,000

Note: List Continued on Next Page

Note: List Continued From Prior Page

State	Metro Area	Population Base
Michigan	Detroit #1 North	2,418,000
Michigan	Detroit # 2 South	2,530,000
Michigan	Grand Rapids	1,359,000
Minnesota	Minneapolis/St. Paul	2,571,000
Missouri	Kansa City	1,687,000
Missouri	St. Louis	2,040,000
Nebraska	Omaha	946,000
New Jersey	North New Jersey #1	1,981,000
New Jersey	North New Jersey # 2	3,150,000
New York	Buffalo	1,254,000
New York	Rochester	879,000
New York	Syracuse/Ithaca	758,000
New York	Albany	842,000
New York	Westchester	1,305,000
New York	Queens	2,229,000
Oklahoma	Oklahoma City	1,054,000
Oklahoma	Tulsa	774,000
Oregon	Portland	1,873,000
Pennsylvania	Harrisburg	1,359,000
Pennsylvania	Allentown	961,000
South Carolina	Columbia	664,000
Tennessee	Memphis	1,054,000
Texas	El Paso	854,000
Texas	Austin	1,412,000
Texas	San Antonio	1,559,000
Texas	Ft. Worth	2,143,000
Texas	Brownsville	977,000
Utah	Salt Lake City	1,741,000
Virginia	Virginia Beach/Norfolk	
Washington	Seattle	2,485,000
Washington	Tacoma	1,138,000
Wisconsin	Milwaukee	1,921,000
Wisconsin	Madison	982,000
Wisconsin	East/Central Wisconsin	784,000

Existing Master Franchises Currently Available for Sale By Metro Area (driven by personal circumstances of Current Franchisees and Franchisor's Growth Objectives:

MARKET OF EXISTING MASTER FRANCHISE	Reno, NV	Florida Metro Area	Tennessee Metro Area	Texas Metro Market to come soon as Franchisor Market Development Studies	Midwest Operation to come soon as filing will be in order	West Coast Operation to come soon as filing will be in order
Annual Revenues	\$500,000	\$1,200,000	\$385,000	\$300,000	\$532,000	\$400,000
Population Base	350,000	About 2.5 Million	About 1 million	2,500,000	2,500,000	2,000,000

APPENDIX I : FORMS

FORM 1: CONFIDENTIALITY AGREEMENT

This Agreement is entered into this _____ Day of _____, 20__,

between Enterprise Development Resources, Inc. (“Business Intermediary”)

and Facilities Management Services & Commercial Cleaning Company (“Seller”)

and _____ (“Recipient”)

1. The Business Intermediary and/or Seller propose to disclose to Recipient certain proprietary information, owned by Seller or its officers, shareholders, directors, or employees, including but not limited to, financial information, technological information, sales data, marketing data, business plans, tax data, technical specifications, information on processes, products, documents, lists, sources of supply and other such material relative to Seller’s business and products, (hereinafter referred to as “Confidential Information”), to allow the Recipient to use the information in contemplation of entering into a purchase agreement for certain assets of Seller. The CONFIDENTIAL INFORMATION may be oral, written, computer generated, or in any other tangible form.
2. Recipient recognizes that Seller attaches significant commercial value to the CONFIDENTIAL INFORMATION, and therefore agrees:
 - 2.1 to hold such information in strict confidence;
 - 2.2 to take such steps as may be necessary to prevent disclosure of the CONFIDENTIAL INFORMATION to third parties;
 - 2.3 not to use such CONFIDENTIAL INFORMATION for any purpose except as stipulated above without the prior written consent of Seller;
 - 2.4 to use such care as is reasonable necessary for the safe keeping of the CONFIDENTIAL INFORMATION, which shall, at a minimum, require Recipient Confidential Information to accord the CONFIDENTIAL INFORMATION the same level of care that Recipient would accord its own confidential information or that of any other third party;
 - 2.5 to prevent others from investigating or analyzing any CONFIDENTIAL INFORMATION provided by Seller hereunder (excluding prospective buyer’s appointed advisors such as legal, accounting, technical etc.); and,
 - 2.6 not to release or publish any article, bulletin or report dealing in any way with such CONFIDENTIAL INFORMATION.
3. The foregoing obligations shall not apply to those portions of the CONFIDENTIAL INFORMATION which:
 - 3.1 Are or become generally publicly available through no act or failure to act by Recipient.
 - 3.2 Were demonstrably known to Recipient prior to disclosure of the CONFIDENTIAL INFORMATION by or for Seller, provided such disclosure was not confidential.
4. All communicated material including, without limitation, financial information, sales data, marketing data, business plans, tax data, technical specifications, information on processes, products, documents, lists, sources of supply and other such material relative to Seller’s business and products furnished by Seller to Recipient shall remain the property of Seller and shall be returned to Seller at its request within seven (7) days, with all copies made thereof.
5. Should Recipient breach this Agreement, Recipient agrees that the harm to Seller will be immediate and irreparable, and that in addition to the exercise by Seller of all its legal

rights and remedies, including an action for damages, Recipient shall be enjoined by any Court of competent jurisdiction from disclosing CONFIDENTIAL INFORMATION.

6. This Agreement, and/or the disclosure of any Confidential Information, shall, in no manner be construed as a grant of any license or proprietary rights between the parties.
7. This Agreement shall be binding upon Recipient, its affiliates, agents, and/or successors and assigns. This agreement shall be fully executed once the recipient of the information signs this agreement.
8. This Agreement sets forth the entire agreement between the parties and supersedes all prior agreements between them regarding CONFIDENTIAL INFORMATION, whether written and/or oral. It is expressly understood that no representations, warranties or agreements have been made by either party, except as set forth herein.
9. You acknowledge that unless otherwise agreed in writing, Enterprise Development Resources Inc. acts as a Finder intending to introduce you to the Seller so that you can receive proper representations and conduct your due diligence. Enterprise Development Resources, Inc. is neither a Securities Broker Dealer nor is attempting to act as such.
10. The above obligations shall continue in effect for a period of two (2) years from the date first written above.
11. Non-Circumvention: The Recipient, its affiliates, agents and/or successors agree not to circumvent the Business Intermediary in the event they want to enter into a business or Real Estate purchase transaction with another business or property owned by the Seller, its affiliates, agents and/or successors for a period of five (5) years.
12. Counterparts: This Agreement may be signed by fax in one or more counterparts and all counterparts shall constitute one and the same document.
13. This Agreement shall be construed in accordance with the laws of the State of Ohio. Any dispute arising from, or related to this Agreement shall be brought in a court of appropriate jurisdiction, located in Cuyahoga County, Ohio.
14. Additional Confidentiality Agreement of Seller: It is understood that the Recipient of this information package may have to execute an additional Confidentiality Agreement of the Seller at Seller's Discretion.

Business Intermediary

Recipient(s)/Buyer(s)

Enterprise D. R., Inc.

By: _____

By: _____

Seller

By: _____

By: _____

By: _____

By: _____

FORM No. 2: CONFIDENTIAL INDIVIDUAL BUYER PROFILE & BUYER'S RESPONSIBILITY AKNOWLEDGEMENT STATEMENT

I. BUYER'S PROFILE:

Name: _____ Phone: Bus. _____ Home _____

Address: _____ City: _____ State _____ Zip _____

Buyer's Related Experience (Please attach latest resume)

Present Occupation: _____

Past Occupation(s) or Skills: _____

Buyer's Investment Interests (Attach Acquisition Criteria if Available)

Specific Business Opportunity Interests: _____

Size Criteria: _____

Preferred Location: _____

Price Range: \$ _____ Down-payment Range: \$ _____

Buyer is presently interested in becoming (circle one):

Owner-manger Absentee owner Minority Investor

Buyer is interested in Venture Capital Investment or Equity Participation in LBO Transactions: Yes _____ No _____

Investment Amount: Minimum \$ _____ Maximum \$ _____

Buyer is interested in learning more about Customized Buyer Search Program where Enterprise Development Resources Inc. represents the serious, committed buyer.

Yes _____ No _____

Buyer's Financial Position

Net Worth Exceeds	\$ _____
Capital Available for	
Down Payment/Working Capital	\$ _____
Marketable Securities, Cash	\$ _____
Equity in Real Estate	\$ _____
Other	\$ _____
Total Available for	
Down Payment/Working Capital	\$ _____

For Additional Information Please Attach an Addendum.

NOTE: In the event you do not wish to disclose some of the information asked of you, please annotate the form accordingly. With respect to financial information, if you do not wish to make disclosures, please make a broad statement indicating that you are capable of financing the stipulated deal. However, you will be asked to make the appropriate disclosures in due time.

II. BUYER'S RESPONSIBILITY AKNOWLEGEMENT:

The buyer understands that Enterprise Development Resources and its employees are providing information to prospective buyers given to them from prospective sellers and their representatives. Enterprise Development Resources, Inc. and its employees do not audit such information and neither verify its accuracy. Enterprise Development Resources, Inc. and its employees are merely acting as the conduit in transferring such information to prospective sellers and their representatives from prospective sellers.

Furthermore, Enterprise Development Resources, Inc. advises its prospective buyers of businesses and companies to (a) verify the accuracy of information received from Enterprise Development Resources, Inc. and its employees and its Clients and (b) advises prospective buyers to seek proper professional advise such as Legal, Accounting, etc.

I declare that the above statements to my knowledge are correct and I acknowledge my responsibilities as a Buyer in verifying information that I receive from Enterprise Development Resources, Inc.

Signature Date

NAME: _____