

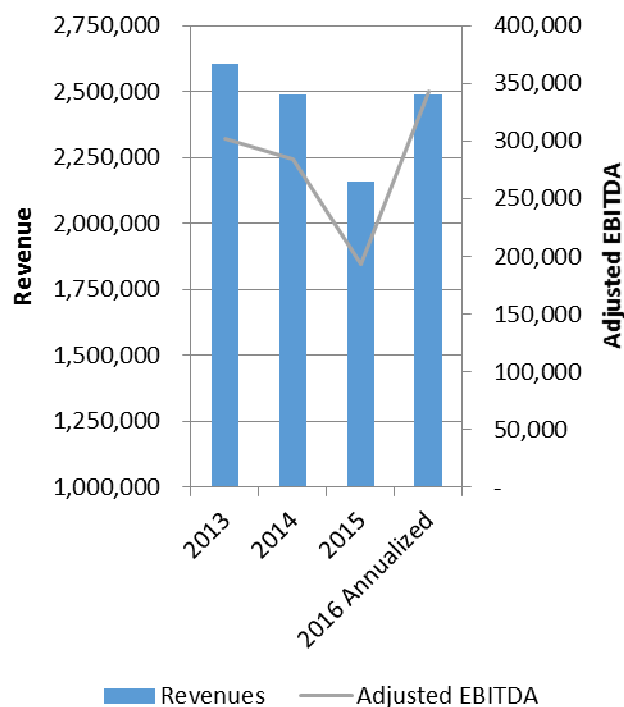
ACQUISITION OPPORTUNITY

Profitable Title IV Allied Healthcare College

Project Name:	T4 LPN School	Sub Group:	Post-Secondary Career College
Location:	Midwest	2016 Revenues (Est.):	\$2,400,000
Industry:	Education	2016 EBITDA (Est.):	\$343,000

Investment Highlights:

- **Established Healthcare & Skilled Trades Programs** - Medical Assistant–10 months, Licensed Practical Nurse (LPN)–12-14 months, Certified Nursing Assistant (CNA)–3 months, and HVAC Repair (HVAC)–12 months.
- **Major Metropolitan Market** – The school has multiple campuses in a major metropolitan area in the Midwest.
- **High Placement Rates** - 73% placement rate for its LPN program in 2015.
- **Fully Accredited, Title IV Institution** – Currently accredited by ACICS and participates in Title IV program. Changing accreditors to ACEN.
- **Excellent 90/10 Rate** – 2015 Title IV funds were only 60% of total revenues.



Background:

Our client is a nationally accredited, Title IV allied healthcare career school established in 1997. The school offers allied healthcare and skilled trades programs. In 2016 the school has a total enrollment of over 300 students who attend the school's two conveniently located campuses located in a major city in the Midwest. The school's largest program is its licensed practical nurse (LPN) program with approximately 192 students which represents approximately 64% of school's total tuition received.

Based on year-to-date financial results as of the end of May, management expects 2016 annualized revenues to be approximately \$2.4 million and adjusted EBITDA to be \$343,000. This is up 15% and 78% respectively from 2015.

The school is accredited by ACICS however management is in the process of changing accreditation to ACEN which they anticipate will be received before the sale is complete. The school's founders have some minor health issues and are interested in retiring, however, they are willing and able to work with the buyer for a reasonable transition period or as consultants afterward. Additional information is available to qualified principals upon receipt of the signed nondisclosure agreement attached.

For Further Information Contact:



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NONDISCLOSURE AGREEMENT

In connection with a possible acquisition of a client of Jackim Woods & Co. ("JW&Co") referred to as T4 LPN School ("Company"), the person and company with the address set forth below ("BUYER") has requested access to certain confidential business information, financial records, trade secrets or proprietary information ("Proprietary Information") of Company.

In consideration of any disclosure and any negotiations concerning the proposed business relationship, BUYER agrees as follows:

1. BUYER will hold in confidence and shall use the Proprietary Information only to evaluate a potential acquisition of or investment in the Company (a "Transaction") unless that information:

- (a) is in the public domain;
(b) was properly known to BUYER, without restriction, prior to disclosure by Company; or
(c) was properly disclosed to BUYER by another person which disclosure was not in violation of a nondisclosure agreement between that person and the Company.

2. BUYER agrees not to disclose the name of the Company or the fact that it is considering a Transaction to anyone other than its responsible officers or advisors. In addition, Proprietary Information shall only be disclosed to the extent necessary to advisors (1) who need to know such Information for the purpose of a transaction within the scope of this Agreement, (2) who are informed of the confidential nature of such Information, (3) who are directed to treat such Information confidentially and (4) who will sign and deliver to JW&Co, if so requested, an agreement substantially in the form of this agreement acknowledging the confidentiality of the Proprietary Information.

3. If the Company or BUYER decide not to proceed with the proposed Transaction or if so requested by Company, BUYER will promptly return all Proprietary Information and all copies, extracts and other objects or items in which it may be contained or embodied, provided that BUYER may retain one archival copy if required by law to do so.

4. BUYER will promptly notify the Company of any unauthorized release of Proprietary Information.

5. BUYER acknowledges and agrees that due to the unique nature of the Proprietary Information, any breach of this agreement would cause irreparable harm to Company for which damages are not an adequate remedy and that Company shall therefore be entitled to equitable relief in addition to all other remedies available at law.

6. The terms of this Nondisclosure Agreement will remain in effect with respect to the Proprietary Information for a period of 2 years from the date hereof.

7. The prevailing party in any dispute or legal action regarding the subject matter of this Nondisclosure Agreement shall be entitled to recover attorneys' fees and costs. This agreement shall be governed by the internal laws of the State of Illinois, without regard to any laws of conflicts and the parties agree to submit to jurisdiction in the State of Illinois in connection with any dispute arising hereunder. Buyer acknowledges and agrees that the Company is a third party beneficiary of this Agreement.

Acknowledged and agreed on _____:

Buyer: _____ Contact Name: _____

Address: _____ Title: _____

City, State, ZIP _____ Signature: _____

Telephone: _____ Email: _____