

THE PEAKSTONE GROUP

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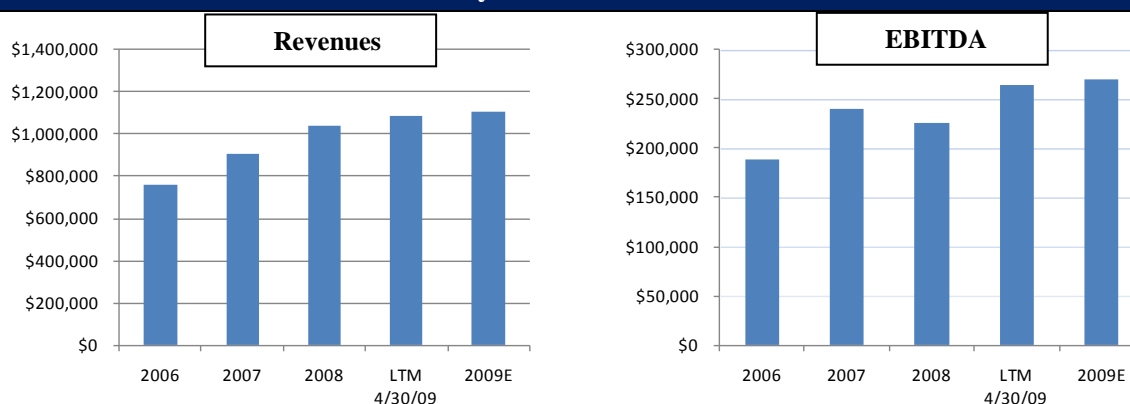
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BUSINESS SUMMARY – SELLER# 11-264 – SPECIALTY CARE VETERINARY FACILITY

The company represents a compelling opportunity to acquire an established business with a rare combination of regional scale and substantial growth opportunity in a recession resilient industry. This company is a nationally recognized leader in the field of veterinary rehabilitation and wellness. The company operates under a state-of-the-art facility, treating over 800 patients (80% dogs) annually for multiple issues. Using similar techniques of human physical therapy, pet owners are seeing dramatic results for their companions – from increased function, less pain, and in many cases, total resolution of their pets problems, making pet rehabilitation a burgeoning business model supporting local veterinarians and veterinary surgeons. Since opening in 2005, the company has provided services to over 2,000 unique customers and has established an impressive referral base of over 100 veterinarians. Since its inception, the company has achieved double digit growth per year and continues to achieve strong performance, notwithstanding the broader economic environment. For the last twelve months ended April 30, 2009, the company generated revenue and EBITDA of \$1,087,621 and \$263,940, respectively.

The \$25+ billion in revenue veterinary market is expected to grow at a compounded annual growth rate of over 4% through 2014. The industry grew at 4% and 6% during the last recessionary economic environment in 2002 and 2003, respectively; and is expected to continue to demonstrate stable and consistent growth during 2009 and beyond. The company is positioned to benefit from (i) strong secular growth as the pet population continues to increase, (ii) growth from the aging pet population, which is at an all-time high and growing at a record rate and (iii) increased awareness of animal health issues. There is also limited competition in the company's geographic market. The rehabilitation market is an evolving and growing segment that has only been partially penetrated. Most of the businesses in this field are scattered around the country and are very localized. Due to the local and underpenetrated market, the company's competitors are much smaller and scattered around the region. Most of the companies cannot match the company's, breadth of services, trained staff, professional certifications, or equipment and facilities, and thus they possess very limited capabilities and focus on one or two service offerings.

Summary Financial Performance



Disclaimer: Buyer acknowledges that all business information provided by Peakstone is supplied by the Seller without Peakstone's confirmation. It is the Buyer's responsibility to confirm the accuracy of any and all information.

Confidentiality and Non Disclosure Agreement

The Peakstone Group, LLC

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The Peakstone Group ("Broker"), hereafter referred to as the Broker, proposes to furnish confidential information to you and your organization regarding the Broker's Client ("Seller"). The undersigned (its officers, directors, partners and employees) prospective purchaser(s) ("Buyer") understands that this is a legal document and agrees to adhere to all terms and conditions of this agreement. Buyer has requested information from Broker for purposes of investigating a possible acquisition, merger, financing or joint venture involving all or part of the business interests owned by Seller, regarding:

Seller # 11-264 – Specialty Care Veterinary Facility

Buyer acknowledges that information regarding the business referenced above was first provided by the undersigned Broker. In consideration of having received this information, Buyer agrees to the following:

1. Buyer understands and agrees that any information with respect to the Seller is strictly confidential. All information furnished to Buyer is highly sensitive and strictly confidential and the undersigned will maintain such information with the utmost confidence. Buyer understands that all such information is being furnished solely in connection with its consideration of an acquisition of the Seller. The Buyer agrees to take steps to ensure that such information about the Seller obtained by Buyer or any of Buyer's employees, officers, agents, attorneys or representatives shall remain confidential and shall not be disclosed or revealed to outside sources or used in any matter inconsistent with this Confidentiality Agreement including use of knowledge for competitive advantage without the prior express written permission of the Broker. This agreement will remain enforceable for a period of three years (3) from the signature date. You have agreed that any unauthorized disclosure will constitute a material breach by you of a duty owed to the Broker, and to the Seller.
2. The Buyer agrees that it will not actively solicit any employee, customer or supplier of the Seller without written permission of the Seller. The Buyer understands that the Seller is an intended party and beneficiary whose rights are being protected and may enforce the terms of this agreement as if it were a party to this agreement.
3. Buyer agrees to work exclusively through Broker to obtain all information regarding this business. Buyer agrees not to contact Seller or anyone that is related to the business (including but not limited to suppliers and employees) without written permission from Broker.
4. Buyer agrees that the Broker is an agent of the Seller and not the Buyer, and the Broker has a contract to be paid by Seller upon the sale, trade, lease or transfer of a business or real property owned by Seller. Buyer understands that Broker is representing the Seller as marketing agent and shall act solely on their behalf.
5. Buyer agrees that all business information provided by the Broker is supplied by the Seller without Broker's confirmation. It is the Buyer's responsibility to confirm the accuracy of any and all information provided to the Buyer. The Broker makes no representations or warranties, either expressed or implied, with respect to their accuracy, nor invited the full reliance upon them. The Broker advises that the Buyer verify all information, facts and figures presented to Buyer and to rely upon Buyer's own verification and that of Buyer's legal, tax and financial advisors for professional assistance. Buyer acknowledges that they understand the potential risks of a transaction with the Seller and that Broker cannot and does not in any way warrant or guarantee the future vitality or prospects of this or any business.
6. Buyer agrees to protect the Broker's fee paid by seller should the buyer enter into an agreement with the Seller to purchase, lease, manage, or come into control or possession of the business identified above within three (3) years from this date. Buyer also agrees that should a court action be initiated regarding Buyer's circumventing the Broker's equitable rights to its fees, the Buyer agrees to pay all reasonable court costs and attorney's fees incurred by Broker.
7. Buyer agrees that he/she may be personally liable to Broker for the Seller's fee if he/she interferes with Broker's contract right to Seller's fee.
8. Buyer agrees to provide personal, financial and credit information to Seller upon entering into a purchase agreement that requires financing by the Seller.
9. Buyer expressly releases and holds harmless Broker, its agents, and/or employees against any action, claims, demands, or damages against the Broker by reason of inaccuracy or incompleteness of any information provided to Buyer with respect to this or any business Buyer might purchase.
10. This agreement shall be governed by the laws of the state of Illinois.

The Buyer's signature below acknowledges a complete understanding of this agreement and willingness to adhere to the terms and conditions herein pertaining to the business listed at the beginning of this document. Receipt of a copy of this memo is hereby acknowledged.

Buyer Signature _____

Date _____

Buyer Name / Title _____

Address _____

Buyer Telephone _____

City _____

Buyer Email _____

State / Zip _____