



Acquisition Opportunity Profile

Food Manufacturing and Distribution

Client #2215

Location: East Cost United States

\$1,200,000 Revenue

\$ 280,000 SDCF

(Estimated FYE December 31, 2021)



The Best Price. The Best Terms.®

EBIT ASSOCIATES, LTD.

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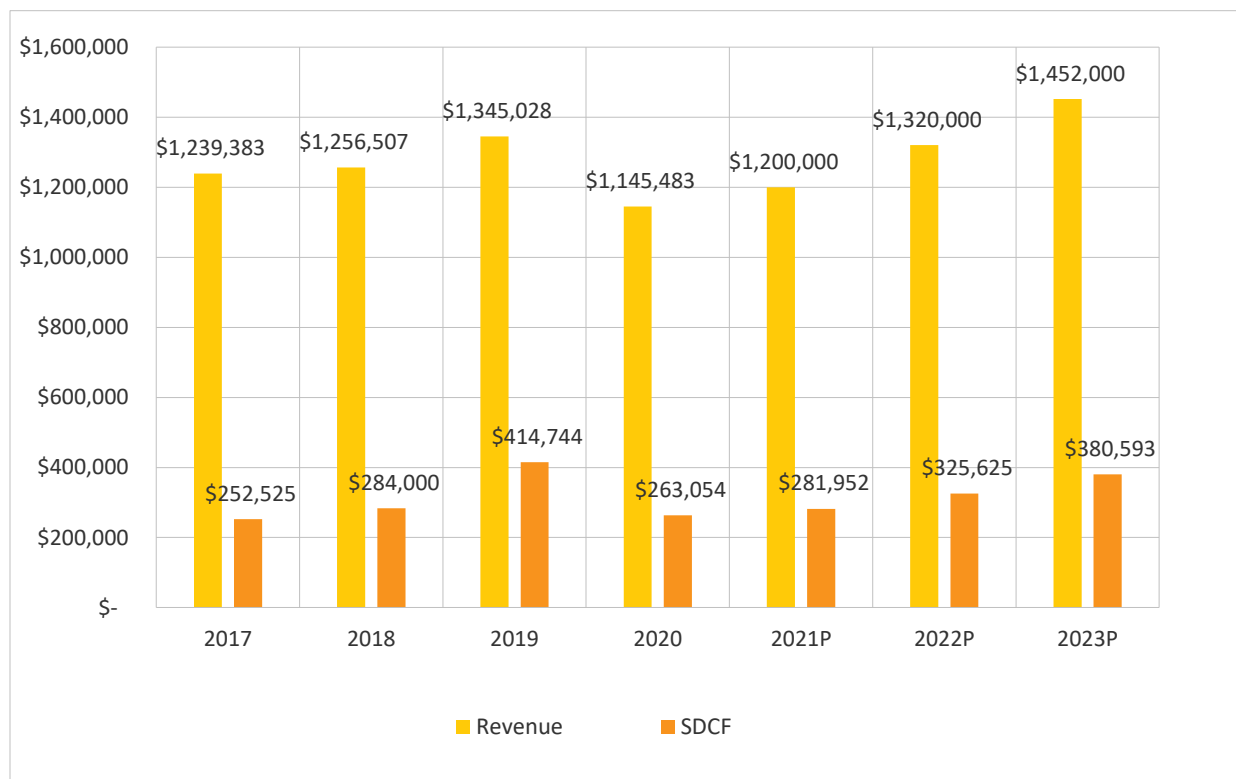
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Financial Year Ends December 31

	2017	2018	2019	2020	2021P	2022P	2023P
Revenue	\$1,239,383	\$1,256,507	\$1,345,028	\$1,145,483	\$1,200,000	\$1,320,000	\$1,452,000
% Growth	N/A	1%	7%	-15%	5%	10%	10%
EBT	\$202,062	\$232,532	\$327,823	\$221,754	\$220,762	\$261,376	\$313,131
Margin Growth	16%	19%	24%	19%	18%	18%	20%
SDCF	\$252,525	\$284,000	\$414,744	\$263,054	\$281,952	\$325,625	\$380,593
Margin Growth	20%	23%	31%	23%	23%	25%	26%
EBITDA	\$127,525	\$159,000	\$289,744	\$138,054	\$156,952	\$177,481	\$201,344
Margin	10%	13%	22%	12%	13%	13%	14%

REVENUE/EBITDA+OC: EBITDA+OC = EARNINGS BEFORE TAX + INTEREST + DEPRECIATION + AMORTIZATION + OWNER’S CASH.



Business Summary

Overview

The Company manufactures, packages and distributes noodles to restaurants and supermarkets nationwide.

The business is well positioned to provide a stable and profitable platform for growth. Utilization of the Company's authentic product and its reputation, provides a buyer access to a well-established business.

In 2020, the Company yielded \$1,150,000 in revenue with an Adjusted EBITDA of \$140,000. The Company is on track to achieve \$1,200,000 in revenue with \$150,000 Adjusted EBITDA for 2021.

High demand for pasta and noodles and growing demand for instant food due to changing lifestyles are expected to drive this market over the next 25 years. Pasta and noodles have a good shelf life and surged the demand in the market.

Terms

No specific asking price for the THE CLIENT COMPANY has been established. Instead, the competitive market will establish the value of the Company. This opportunity will attract strong interest from strategic and financial buyers and it is expected there will be a range of valuations based on each buyers understanding of the synergies and financial value this opportunity brings to their organization.

Reason For Sale

The Company is for sale because the owner wishes to retire.

Business Summary (cont.)

History

The business was established in the 1930s. The current owner is believed to be the fourth owner of the business. The company continues to turn out the same fine product. The main difference is streamlined production techniques.

Expanding distribution, orders now come in from around the U.S. Fond memories of this product has created customer loyalty. The lingering memory of it's unique taste keeps people coming back again and again.

The name may have changed, but the current owner has kept the traditional ingredients and methods of producing the product.

Business Activity

The Company relies on the reputation of it's products, their website, and referrals to keep customers coming back. **The Company does not do any marketing.**

There is no seasonal cycle for this business.

Employees

Total Employees: 5, including owner

Full-Time Employees: 2

Part-Time Employees: 3

All employees are non-union.

Marketing

The Company's primary target market are restaurants and supermarkets. The United States and other countries have been shifting toward healthy eating. Manufacturers are expanding their product offering to meet the burgeoning demand for noodle products and gain competitive advantage in the market. The Company relies on the reputation of it's products, their website, and referrals to keep customers coming back. They do not do any marketing.

Facilities

There is a separate corporation set up by seller for building. Buyer can rent or buy building. The total square footage of the building is 55,000 SF

Days & Hours

Monday – Friday 9am to 5:30 pm

Saturday – 9:30am to 5:00pm

Financial Summary

Account Description	Book Value	Fair Market Value
Current Assets:		
2 Cash	\$ 497,702	\$ -
3 Accounts Receivable	\$ 86,026	\$ 86,026
4 Inventories	\$ 138,000	\$ 138,000
Total Current Assets	\$ 721,728	\$ 224,026
Fixed Assets:		
7 Plant and Equipment	\$ 575,000	\$ 680,000
Total Fixed Assets	\$ 575,000	\$ 680,000
Total Assets	\$ 1,296,728	\$ 904,026
Liabilities:		
14 Accounts Payable	\$ 15,326	\$ 15,326
Total Liabilities	\$ 15,326	\$ 15,326
Equity	\$ 1,281,402	\$ 888,700
Historical Book Value	\$ 1,281,402	\$ 888,700

NOTES:

All liabilities will be removed before at closing, however AR and AP will be part of the transaction within current 90 days.

Personal Financial Statement



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PERSONAL FINANCIAL STATEMENT Strictly Confidential

Name

Address

City

State

Zip

Home Phone

Cell Phone

ASSETS

Cash on Hand in Banks	\$
U.S. Government Securities	\$
Accounts, Loans and Notes Receivable	\$
Cash Surrender Value Life Insurance	\$
Value of Businesses Owned	\$
Other Stocks and Bonds	\$
Real Estate	\$
Automobiles -- Number (____)	\$
Household Furnishings and Personal Effects	\$
Other Assets (Itemize)	\$

TOTAL ASSETS \$

LIABILITIES AND NET WORTH

Notes Payable	\$
Liens on Real Estate	\$
Other Liabilities (Itemize)	\$

TOTAL LIABILITIES \$

NET WORTH \$

SOURCE OF INCOME

Salary	\$
Dividends and Interest	\$
Bonus and Commissions	\$
Real Estate Income	\$
Other Income	\$

TOTAL INCOME \$

By my signature below, I as the potential buyer do hereby attest that all of the above information is true and correct.

Signature

Date

NON-DISCLOSURE AGREEMENT

COMPANY REPRESENTED: Food Manufacturing and Distribution “Company”

ACCOUNT #: 2215

This Non-Disclosure Agreement (the “Agreement”) is entered into by and among EBIT Associates, Ltd., a registered business broker under the laws of the State of Illinois which represents the Company (the “Broker”), and the undersigned entity and/or individuals which have requested confidential information concerning the Company (collectively, the “Recipient”). The Broker is signing this Agreement as an agent (and for the direct benefit) of the Company. The Company is an intended third-party beneficiary of this Agreement and may enforce this Agreement against the Recipient.

In consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Nondisclosure of Evaluation Material.** Recipient agrees that the Evaluation Material (as defined in Section 2) is confidential and proprietary and will be used solely for the purpose of evaluating and negotiating a possible transaction (the “Transaction”), and that Recipient will keep the Evaluation Material strictly confidential, provided that Recipient may disclose such Evaluation Material to its directors, partners, officers, members, managers, employees, agents, financing sources, including, without limitation, attorneys, accountants, consultants and financial advisors (collectively, “Representatives”) who need to know such information for the purpose of evaluating or negotiating the Transaction. Recipient agrees that Recipient will inform its Representatives of the confidential nature of the Evaluation Material, will instruct such Representatives to comply with the terms of this Agreement and will be responsible for any breach of this Agreement by its Representatives. Recipient understands that the Company reserves the right to adopt additional specific procedures to protect the confidentiality of certain sensitive Evaluation Materials. Recipient also agrees the Evaluation Material shall remain the property of the Company and the disclosure of such Evaluation Material shall not confer on Recipient any rights with respect to such Evaluation Material other than rights specifically set forth in this Agreement.
2. “Evaluation Material” means all information (whether written, oral or computerized) which is or has been furnished to Recipient or any of its Representatives by or on behalf of the Company (whether prepared by the Company, its advisors or otherwise), and all analyses, compilations, forecasts, studies or other documents prepared by Recipient or its Representatives that contain or reflect such information. “Evaluation Material” shall include, without limitation, all information relating to products, services, markets, customers, research, software, developments, inventions, designs, drawings, financial condition and results of operations, and trade secrets. Notwithstanding the foregoing, “Evaluation Material” shall not include information that (i) is or becomes generally available to the public other than as a result of an act or omission by Recipient or its Representatives, (ii) was in Recipient’s possession on a non-confidential basis prior to the providing of such information to Recipient pursuant to this Agreement, (iii) becomes available to Recipient on a non-confidential basis from a source other than the Broker or the Company or any of our respective representatives, or (iv) has been independently acquired or developed by Recipient or its Representatives without violating any of Recipient’s obligations under this Agreement or applicable law, provided that in the circumstances described in clause (ii) or (iii) of this Section 2, the source of such information was not known by Recipient to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Broker or the Company with respect to such information.
3. **Nondisclosure of Negotiations.** Recipient agrees that, without the prior written consent of the Broker or the Company, Recipient and its Representatives will not disclose to any other person (i) the fact that the Evaluation Material has been made available to the Recipient, (ii) that discussions or negotiations are

taking place concerning a Transaction with the Company, (iii) any of the terms, conditions or other facts with respect to such a Transaction, or (iv) that this Agreement exists; provided that Recipient may make such disclosure regarding the status of negotiations if such disclosure is required (based upon advice of counsel) to be made by Recipient in order that Recipient not commit a violation of law or otherwise violate a court order and Recipient promptly advises the Broker and the Company of the information Recipient propose to disclose. Recipient also agrees to use all reasonable efforts, at the Company's expense, to obtain confidential treatment for any such information to be disclosed.

4. Compelled Disclosure. If Recipient or any of its Representatives receive a request, under the terms of a valid or effective subpoena or order issued by a court or governmental body of competent jurisdiction, to disclose any Evaluation Material, Recipient will immediately notify the Broker and the Company of the existence, terms and circumstances surrounding such request, in order to permit the Company, at the Company's expense, to seek a protective order or take other action that the Company deems appropriate. If the disclosure of such information is required in the opinion of Recipient's counsel, Recipient may disclose without liability under this Agreement only the part of the Evaluation Material that is required to be disclosed and Recipient will use reasonable efforts, at the Company's expense, to obtain confidential treatment therefor.
5. No Representation or Warranty. Recipient acknowledges that neither the Broker nor the Company has made (and neither of them will make) any express or implied representation or warranty as to the accuracy or completeness of the Evaluation Material. Recipient agrees that neither the Broker nor the Company shall have any liability to Recipient or its Representatives resulting from their use of the Evaluation Material, other than as set forth in a definitive agreement, if any, with respect to a Transaction. Recipient further agrees that Recipient is not entitled to rely on the accuracy or completeness of the Evaluation Material and that Recipient will be entitled to rely solely on the representations and warranties that may be included in the definitive agreement, if any, with respect to a Transaction, subject to the limitations and restrictions contained therein.
6. Termination of Discussions or Negotiations. Recipient and the Company agree that no contract or other agreement with respect to a Transaction shall be deemed to exist between Recipient and the Company unless and until a definitive agreement with respect thereto has been executed and delivered. Recipient acknowledges that the Company reserves its right, in its sole discretion, to reject any and all proposals made by Recipient or on Recipient's behalf with regard to a Transaction, and to terminate discussions and negotiations at any time and for any or no reason.
7. Return or Destruction. If Recipient determines not to proceed with a Transaction, or, if at any time the Company so requests, Recipient will (and will instruct its Representatives to) promptly return to the Company or destroy (and, if requested, certify as to the destruction of) all copies of Evaluation Material provided to Recipient or its Representatives and any other written material containing or reflecting, or generated from, any information in the Evaluation Material, including, without limitation, all analyses, compilations, forecasts, studies or other documents prepared by Recipient or its Representatives. Notwithstanding the return or destruction of the Evaluation Material, Recipient will continue to be bound by its obligations under this Agreement during the term of this Agreement.
8. Restrictions. Recipient shall not communicate directly with any owners, directors, officers, managers or employees of the Company without the prior written approval of the Broker or the Company. Recipient agrees that for a period of one year from the date of this Agreement, Recipient will not, directly or indirectly, solicit for employment or hire any officers, managers or employees of the Company who became known to Recipient in connection with its consideration of the Transaction, provided that the foregoing provision will not prevent Recipient from engaging in a general solicitation of employment not specifically directed towards officers, managers or employees of the Company.
9. General Provisions. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns; provided that Recipient shall not assign this Agreement without the

Company's prior written consent. This Agreement contains the entire agreement between the parties concerning the subject matter hereof and supersedes all previous agreements, written or oral, relating to the subject matter hereof. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and signed by each party. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair a party's rights in any other respect or at any other time. Each party also agrees that no failure or delay by a party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement. The Company reserves the right to seek equitable remedies and Recipient acknowledges that a breach of this Agreement may cause the Company irreparable harm that cannot be adequately compensated with damages. The Company shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach, without proof of damages and without posting any bond.

10. Execution. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
11. Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its conflict of laws principles or rules to the extent such principles or rules would require application of the laws of another jurisdiction. In the event of any litigation arising hereunder, each party agrees to submit to the exclusive jurisdiction of courts of the State of Illinois and of the United States located in the City of Chicago, waiving any objection that such venue is inconvenient.
12. Term. This Agreement shall terminate on the fourth (4th) anniversary of the latest date indicated below or on which a party executes this Agreement.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Non-Disclosure Agreement as of the date(s) indicated below.

EBIT ASSOCIATES, LTD.

ENTITY RECIPIENT

NAME: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Phone: _____

City: _____

Email: _____

State & Zip: _____

Date: _____

Phone: _____

Email: _____

Date: _____

INDIVIDUAL RECIPIENTS:

Name: _____

Name: _____

Title: _____

Title: _____

City: _____

City: _____

State & Zip: _____

State & Zip: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

Date: _____

Date: _____

Contact Information

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MEMBER: MIDWEST BUSINESS BROKERS INTERMEDIARIES (MBBI)

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