



Acquisition Opportunity Profile

Aromatherapy Wellness Brand & Manufacturer –
Essential Oils & CBD

Client #2239KS

Location: United States

\$ 4.6M Revenue

\$ 210,000 Adj. EBITDA

(Estimated FYE December 31, 2022P)



The Best Price. The Best Terms.®

EBIT ASSOCIATES, LTD.

T: 847.566.0500 F: 847.566.0100

Email: info@ebitassociates.com

www.ebitassociates.com

This information contained is of a confidential nature and is intended for the exclusive use of the persons or firm to whom it is furnished by us.

Reproduction, publication, or dissemination of portions hereof may not be made without prior approval of EBIT Associates, LTD. EBIT Associates, LTD, its employees, agents and affiliate intermediaries have made no investigation or verification of the information contained herein and any representation to the contrary is not authorized. Prospective buyers acknowledge the responsibility to perform a due diligence review and make its own evaluation and judgment prior to any acquisitions or mergers with the client company.

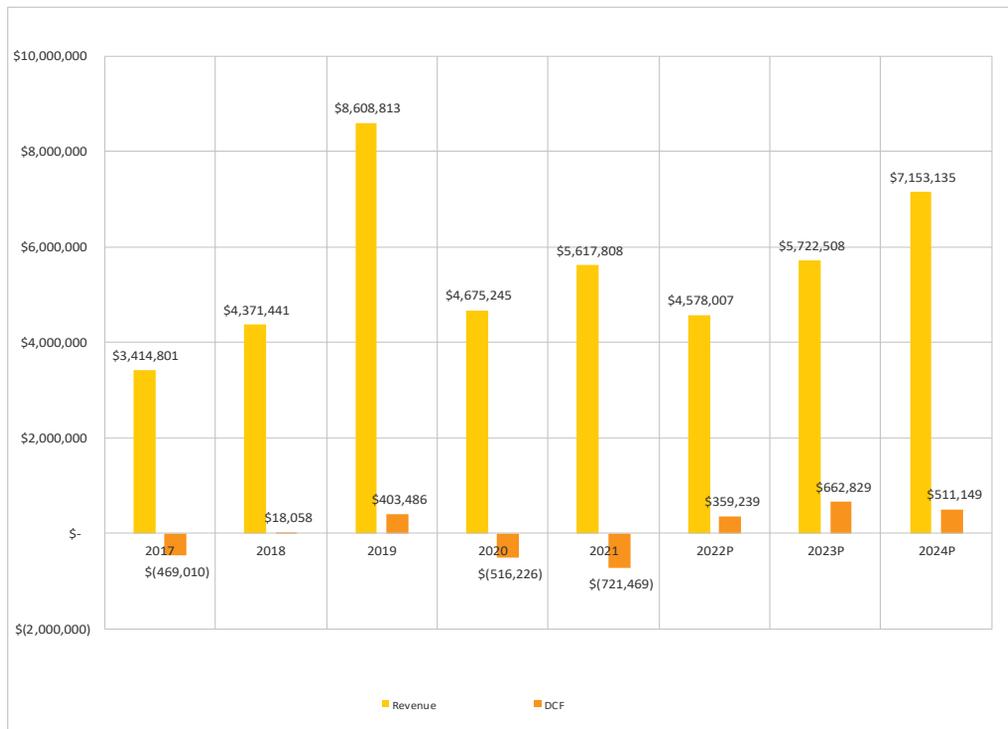
Business Summary

Opportunity Overview

- Authentic, beautiful lifestyle essential oils brand with a powerful founder story
- Beautifully crafted products using only the finest raw materials
- Powerful ingredient stories using USDA Organic products wherever possible
- Carefully scaled through diverse and attractive channels including mass, spa and natural grocery
- Successful track record and pipeline of product innovation
- Attractive growth profile with opportunity to improve profit margins through scale
- Numerous avenues for continued growth in the U.S. as well as internationally

Financial Year Ends December 31								
	2017	2018	2019	2020	2021	2022P	2023P	2024P
Revenue	\$ 3,414,801	\$ 4,371,441	\$ 8,608,813	\$ 4,675,245	\$ 5,617,808	\$ 4,578,007	\$ 5,722,508	\$ 7,153,135
% Growth	N/A	28%	97%	-46%	20%	-19%	25%	25%
EBT	\$ (1,660,674)	\$ (1,351,674)	\$ (1,334,127)	\$ (2,252,446)	\$ (1,686,308)	\$ 1,491	\$ 1,536	\$ 1,628
Margin Growth	N/A	-19%	-1%	69%	-25%	-100%	3%	6%
DCF	\$ (469,010)	\$ 18,058	\$ 403,486	\$ (516,226)	\$ (721,469)	\$ 359,239	\$ 662,829	\$ 511,149
Margin Growth	N/A	-104%	2134%	-228%	40%	-150%	85%	0%
ADJ. EBITDA	\$ (619,010)	\$ (131,942)	\$ 253,486	\$ (666,226)	\$ (871,469)	\$ 209,239	\$ 512,829	\$ 361,149
Margin	-18%	-3%	3%	-14%	-16%	5%	9%	5%

EBITDA = Earnings Before Tax + Interest + Depreciation + Amortization + DCF = Discretionary Cash Flow - Adj. Owner/Manager Salary.



Business Summary

Overview of Company

The Company is a category leader and the ideal supplier of aromatherapy products, offering an expansive range of high-quality lifestyle, personal, and home care items. They develop and formulate all aromatherapy products with a team of on-staff Certified Aromatherapists and Natural Perfumers in their USDA Organic Certified facility.

Their products are:

Organic Certified • Vegan • Free of Synthetic Fragrance • Phthalate Free • Petroleum Free • Paraben Free • Silicone Free • Sulfate Free • Cruelty Free

The Company is well positioned to provide a stable and profitable platform for growth. They have a large customer base, superior quality and innovative products, and a successful track record. Solid relationships with their suppliers, distribution channels, and a great team provides an industry related company access to a well-established business.

In 2021, the Company yielded \$5.6 M in revenue with an Adjusted EBITDA of -\$871,469. The Company is on track to achieve over \$4.6 M in revenue with \$210,000 Adjusted EBITDA for 2022.

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 owners are reaching the end of their careers; however, they are willing to stay on for a period to help grow the business beyond the transition to new ownership. They are under-capitalized in areas where they need to be spending money to grow the business.

Business Summary (cont.)

The Market

The primary target market for this Company are women between the age of 30-45.

Over the five years to 2026, the Essential Oil Manufacturing industry is expected to sustain revenue growth through greater use of aromatherapy-based products. Key fragrance and consumer product manufacturers are expected to steadily purchase industry products, while operators will seek to establish an even-stronger presence in the medical and homeopathic markets. The consumer shift away from retail and toward greater online purchasing may pose a potential challenge to some company's current model of distribution. Shifting focus into e-commerce will help businesses remain relevant during this time. Nevertheless, industry revenue is projected to grow at an annualized rate of 3.3% over the next five years, to reach \$1.3 billion in 2026.

Facilities

40,000 SF facility - includes office, production, lab, warehouse, and shipping

Company owns specialized production equipment, including automated filling and cartoning line.

Leased for \$38,000/month, includes CAM

7 year lease – ends on January 31, 2027

Employees

Total Employees: 23, including owners

Full-Time Employees: 22

Part-Time Employees: 1

Average Length of Employment: 5 years

All employees for the Company are Non-Union.

Days & Hours

Monday thru Friday 8:00 am to 5:00 pm CST – Staff;

7:30 am to 3:30 pm CST – Production and Shipping

Commentary

- Long term liabilities are assumed not to be factored into company valuation.
- The Company is currently disputing \$430K of chargebacks from a large customer that were incurred in 2021; this balance is also included in the adjusted EBITDA
- Increase in G&A spend to support growth
- Exciting new product launches for Essential Oils and CBD lines
- Founders willing to stay on board for a period of time in a leadership capacity and continue to drive the success of the company

Personal Financial Statement



The Best Price. The Best Terms.®

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: Essential Oils (the “Company”)

ACCOUNT #: 2239KS

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

Todd Cushing, Principal
EBIT Associates, Ltd.
Phone: +1 847 566 0500 X 201
tcushing@ebitassociates.com



EBIT Associates, Ltd.
100 S. Saunders Road, Suite 150
Lake Forest, IL 60045

Phone: +1 847 566 0500
Fax: +1 847 566 0100

info@ebitassociates.com
www.ebitassociates.com

MEMBER: ALLIANCE OF MERGER & ACQUISITION ADVISORS (AM&AA)

MEMBER: MIDWEST BUSINESS BROKERS INTERMEDIARIES (MBBI)

EBIT Associates, Ltd. specializes in providing M&A services to the lower middle market, corporate finance and corporate growth alternatives. The client pays EBIT's fees, and neither the client nor EBIT will pay fees to any third party without a written agreement. EBIT Associates, Ltd. is registered with the Illinois Securities Department.