



Acquisition Opportunity Profile

Café Breakfast and Lunch

Client #2351EA

10+ Locations, 4 Metro Markets: United States

\$ 29M Million Revenue

\$ 5 Million EBITDA

(FYE December 31, 2023)



The Best Price. The Best Terms.®

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**EBIT is Finder to Buyer,
next page is finder fee
agreement before
introduction to Realtor
who is representing the
Seller**

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Business Summary

Overview

This 18-year, privately-owned, multi-unit breakfast, brunch, and lunch concept thrives in urban markets, known for its innovative approach to morning and midday dining. It offers a diverse selection of creative breakfasts, specialty juices, and premium private-label coffee. The urban, upscale atmosphere makes it a popular destination for both traditional comfort foods and contemporary culinary creations. The menu features an extensive range of items, from signature dishes like pot roast benedict and red velvet French toast to classic pancakes, crepes, waffles, omelets, and frittatas. Lunch offerings include salads, sandwiches, wraps, and burgers. The service is consistently fast, dependable, and friendly.



FINDER FEE AGREEMENT

1. The Undersigned, a Buyer of Businesses ("Buyer") acknowledges herein that this **FINDER FEE AGREEMENT** applies only to the introduction of possible acquisition candidate(s) and that EBIT Associates, Ltd. ("EBIT") has brought this (these) possible acquisition candidate(s) ("Seller(s)") to the attention of Buyer.

2. If Buyer consummates an acquisition or acquisition's by means of purchase (all or in parts), merger, consolidation, investment of any other kind or business combination, or right to acquire ("Transactions") with respect to the Seller(s), within thirty-six (36) months from the date entered below, except if negotiations are continuing (or resume), the agreement shall remain in effect, the Buyer (hereinafter includes affiliates, successors, assignees, designees, divisions, subsidiaries, investors or acquired businesses) shall pay EBIT a Finder Fee equal to:

5% of the total Gross Aggregate Consideration* up to \$1,000,000;
Plus 4% of the total Gross Aggregate Consideration from \$1,000,001 to \$2,000,000;
Plus 3% of the total Gross Aggregate Consideration from \$2,000,001 to \$3,000,000;
Plus 2% of the total Gross Aggregate Consideration from \$3,000,001 to \$4,000,000;
Plus 1% of the total Gross Aggregate Consideration in excess of \$4,000,000

* "Gross Aggregate Consideration" means any and all amounts of money or other consideration paid or conveyed to Seller and/or Owners, or for Seller's and/or Owners' benefit, or paid or conveyed by a Buyer in connection with the sale of the assets or ownership interest of Seller or a substantial part of the Business plus all liabilities and/or obligations assumed by Buyer. This shall include, without limitation, cash, stock, bonds, indentures, debentures, promissory notes, negotiable instruments, real or personal property, letters or total lines of credit amount, loans, guaranteed capital raise, joint venture, future payments, employment and consulting agreements, non-competition agreements, partnership agreements, rental agreements, lease agreements, options, payments pursuant to option agreements, capital investments, the assumption or discharge of liabilities, an ESOP or any combination of the above or other items of consideration or value. In addition, Gross Aggregate Consideration shall specifically include any and all payments made or to be made by Buyer that are contingent upon future events, such as earn outs, license, sub-licensing agreements, royalty agreements, payments based on future sales or profits and all other items of a contingent nature.

The minimum Finder Fee payable to EBIT is \$250,000 per Transaction. All payments contingent upon any future conditions, earn-outs and/or events, including, but not limited to, the performance of contractual obligations, shall be paid to EBIT concurrently with Buyer's payment to Seller or his successors or assigners.

3. EBIT is a non-exclusive independent finder and is not an agent for or representative of the Buyer or the Seller. EBIT shall not be required to act as and is specifically relieved of any responsibility to act as, an agent or broker to serve in a fiduciary capacity in performance of this agreement.

4. EBIT makes no representations or warranty as to the accuracy or validity of the information furnished with respect to the Seller. Any and all representations shall be made solely by the Seller. The Buyer is solely responsible for due diligence in acquiring and verifying information from the Seller. The Buyer is sole decision maker in all matters relating to whether to conclude any Transaction.

5. The Buyer shall make available for inspection by EBIT a copy of all acquisition agreements and final closing documents as of closing. The Buyer shall pay in lump sum the Finder Fee via cashier's check or equivalent in U.S. Dollars in full to EBIT and/or its designee concurrently with the closing of any business combination (transaction). The Buyer shall give reasonable notice to EBIT in writing in advance as to the time and site of the final closing of the transaction.

6. An e-mail transmission of signatures to this **Finder Fee Agreement** shall be legal and binding on all parties hereto. This agreement shall be governed in accordance with the Laws of the STATE OF ILLINOIS and constitutes the entire agreement between the parties and shall not be modified except in writing. The Buyer confirms and acknowledges that he or she has full authority to execute this agreement.

7. In the event EBIT places this agreement with an attorney to enforce collection of fees, the Buyer agrees to pay EBIT's reasonable attorney's fees, expenses of collection and costs of litigation. Any dispute arising between the parties shall be resolved in a court of competent jurisdiction in Cook, Illinois and the parties' consent to personal jurisdiction and venue therein.

ACCEPTED AND AGREED: (BUYER)

Company: _____
Address: _____
City & State: _____

By: _____
Signature Date

Name: _____

Title _____

SCAN & EMAIL OR FAX TO:

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