



Astra Business Corporation Seller Profile

CONFIDENTIAL

M&A CONSULTANTS

CONFIDENTIAL ACQUISITION OPPORTUNITY

FROZEN FOOD PROCESSING FOR SALE



Description

This business specializes in frozen food processing I.O.F fruits and vegetables. Established in 1988. The business is strategically located in the heart of the agricultural district, highly specialized growing center for fruits and vegetables. Also located a short drive to west coast deep seaport.

Quality assurance with the use of their microbiological testing capabilities, a Hazard Analysis Critical Control Point (HACCP) program under the Canadian Food Inspection Agency.

The quality of product is due to there extremely close proximity with their facilities and the local farming operations. Over 90% of contracted fields are within 30 miles of the processing facility. They have trained field representatives working closely with the growers to ensure that only the freshest fruits and vegetables arrive at the plant.

Their product is currently being shipped to the United States, Japan, Australia, and Europe.

Summary

The company has a loyal non-union employee base. They are very knowledgeable of the frozen food industry.

Financial Summary

	2023	2022	2021
Revenue	\$81,740,344	\$74,186,456	\$71,074,734
EBITDA	4,208,635	3,693,336	3,128,186
Asking Price: Business	\$32,500,000.00		
Land and building	<u>\$22,500,000.00</u>		
Total	\$55,000,000.00		

For further detailed information please contact:

File # 875

Bob Hughes, Astra Business Corporation

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Astra Business Corporation

Mergers and -Acquisitions

Seller Number: 875

Description: Frozen Food Processing

BUYER'S CONFIDENTIALITY AGREEMENT

The undersigned prospective purchaser requested information on the seller opportunity cited above in connection with your consideration of a possible transaction with the Company which information is non-public, confidential or proprietary in nature. As a condition of our furnishing such information to you, we are requesting that you agree, as set forth below, to treat confidential such information and any other information that either we or our agents furnish to you, or which you may obtain from any of the foregoing persons in connection with your further investigation of the Company (including any analyses, compilations, studies or other documents you, your agents or representatives might prepare which contain or otherwise reflect such information), whether furnished before or after the date of this letter, whether furnished orally or in writing or gather by inspection, and regardless of whether specifically identified as "confidential" (collectively, the "Evaluation Material").

You agree not to use any of the Evaluation Material for any purpose other than the exclusive purpose of evaluating the possibility of a transaction relating to the Company. You agree that the Evaluation Material will not be used by you in any way which is to the competitive disadvantage or otherwise detrimental to the Company in the sole judgment of the Company's management and that such information will be kept confidential by you and your agents; provided, however, that (i) any such information may be disclosed to your directors, officer, employees, representatives and agents who need to know such information for the purpose of evaluating a possible transaction between you and the Company (it being understood that such directors, officers, employees, representatives and agents shall be informed by you of the confidential nature of such information and shall be directed by you to treat such information confidentially), and (ii) any disclosure of such information may be made to which the Company shall consent in writing.

If at any time you consider a transaction which would involve participation directly or indirectly by a third party, you agree that such third party will execute an agreement satisfactory to us prior to disclosure to such party of any Evaluation Materials.

Without the prior written consent of the Company, you will not, and you will direct your directors, officers, employees, representatives and agents not to, disclose to any person either the fact that

discussions or negotiations are taking place concerning a possible transaction between you and the Company or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof. The term "person" is used in this letter shall be broadly interpreted to include without limitation any corporation, company, partnership or individual.

In the event that no transaction is effected between you and the Company after you have been furnished with our obtained Evaluation Material or either you or the Company notify the other that it does not wish to proceed with a transaction, you will promptly upon the request of the Company or their financial advisors deliver to the Company the Evaluation Material, except for that portion of the Evaluation Material which consists of analyses, compilations, studies or other documents prepared by you or on your behalf, without

retaining any copy thereof or any notes relating hereto. That portion of the Evaluation Material, which need not be delivered to the Company pursuant to the foregoing sentence, will be destroyed.

The term "Evaluation Material" does not include information which (i) becomes generally available to the public other than as a result of disclosure by you or your representatives, or (ii) was available to you on a non-confidential basis prior to its disclosure to you by the Company or its representatives.

Although you understand that we have endeavored to include in the Evaluation Material information known to us, which we believe to be relevant for the purpose of your investigation, you further understand that we do not make any representation or warranty as to the accuracy or completeness of the Evaluation Material. You agree that neither the Company nor their financial advisors or any of their representatives shall have any liability to you or any of your representatives resulting from the use of the Evaluation Material by you or such representatives.

It is further understood and agreed that no failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver hereof, nor shall any single or partial exercise hereof preclude any further exercise thereof or the exercise of any right, power or privilege hereunder.

You further agree that you will make no effort to circumvent or to contact directly or indirectly the directors, officers, employees, representatives or agents of the Company with regard to the possible transaction without the prior written consent of Astra Business Corporation or their Cooperating Intermediary if one is involved.

It is further understood, you agree not to enter into competition with this business within the next two years.

This letter agreement shall be governed and construed in accordance with the laws of the Province of British Columbia. In addition to any and all remedies available at law, you agree that the Company shall be entitled to equitable relief including injunction and specific performance, in the event of any breach of this agreement.

The terms of this agreement shall terminate upon the third anniversary of the date set forth below.

If you are in agreement with the foregoing, please sign and return one copy of this letter, which will constitute our agreement with respect to the subject matter of this letter.

Confirmed and Agreed To:

Company Name: _____

By: _____

Title: _____

Address: _____

City: _____ Province / State: _____

Telephone _____

Email _____ Date: _____

CONFIDENTIAL PURCHASER'S PROFILE

This profile provides pertinent information to professionally assist you in your search for a business that meets your investment criteria and professional requirements. Exactly which business(s) are you calling on?

How much do you want to invest in an acquisition?

In which geographic location do you want to invest?

Please give a summary of your background.

What is your time frame to buy a business?

Financial Information:

(Please be thorough. The Seller of the business requires this information)

Total Net Worth (assets minus liabilities) stipulate - \$US/CDN/Euros

Buyer's Confidential Disclosure Agreement

Astra Business Corporation

E-Mail: info@abc-astra.com – Web - www.abc-astra.com

Initial: _____

How much capital can you come up with in the next 30 days without having to borrow from other sources?

In other words, what is the maximum amount you get liquid from your net worth within 30 days if you wanted to?

How much capital do you prefer to put down?

Favorite Niche:

Please be assured that any information furnished to Astra Business Corporation will be used solely to assist us in identifying appropriate business and investment opportunities for you and will be kept strictly confidential.

Please email back at your earliest convenience.

E-Mail: bhughes@abc-astra.com

We look forward to working with you.

Buyer's Confidential Disclosure Agreement
Astra Business Corporation

E-Mail: info@abc-astra.com – Web - www.abc-astra.com

Initial: _____