



LichtensteinRE

# ANDREW LICHTENSTEIN, INC.

(Licensed Real Estate Broker) The One Stop Real Estate Shop  
Commercial Real Estate Sales, Corporate Finance, Mortgage Investment Bankers & Brokers  
5770 Palisade Avenue Riverdale, New York 10471  
[www.LichtensteinRE.com](http://www.LichtensteinRE.com) [AL@LichtensteinRE.com](mailto:AL@LichtensteinRE.com)  
(800) 242-9888 (718) 549-5999 Fax: (866) 591-1138



## PROSPECTIVE BUYER REGISTRATION, NON-CIRCUMVENTION, CONFIDENTIALITY, NON-DISCLOSURE AGREEMENT

**THIS CONFIDENTIALITY AGREEMENT** ("Agreement") is made and agreed to by Andrew Lichtenstein, Inc. 5770 Palisade Avenue Riverdale, New York 10471 (800) 242-9888 Fax: (866) 591-1138 [AL@LichtensteinRE.com](mailto:AL@LichtensteinRE.com) ("Broker"), Broker for the Business and/or Property, not limited to:

**16% ROI** "Businesses, Websites, Assets & Properties" for sale in exchange for Real Estate Income Stream

SELLER REQUIRED PRICE	Multiplier Seller Requires	
\$5,100,000	4 X	2015 EBITDA: \$1,275,000
\$1,250,000	1 X	2015 Inventory: \$1,250,000
\$1,700,000	1 X	Combined values of all the domain names being sold herein (Actual combined costs to buy all these various multiple domain names and businesses was not far below this amount.) <b>\$1,700,000</b>
<b>\$8,050,000</b>		<b>TOTAL SELLER REQUIRED PRICE</b>

Page Views Est.		1,488,000	1,488,000	
Measure	2016 Proforma	2015 Proforma (Annualized based on 2015 Actual YTD)	2014	2013
Sales Revenue	\$6,000,000	\$3,900,000	\$2,644,573	\$1,442,855
Gross Profit	\$2,625,000	\$1,750,000	\$1,150,000	\$640,000
EBITDA	\$1,900,000	\$1,275,000	\$840,000	\$440,000
Inventory	\$1,940,000	\$1,250,000	\$825,000	\$450,000
ROI Proforma	24%	16%	n/a	n/a

(hereinafter referred to as the "Property(ies)", "Asset(s)", "Business(s)) and Buyer/Principal (See below). This Agreement is also made and agreed to with the Prospective Buyer, its agents, partners, affiliates, entities in existence now and to be formed hereafter, herein below referred to herein as the "Buyer(s) and/or as the "Principal(s)". The obligations of confidentiality undertaken pursuant to this Agreement shall survive the terms under which the Broker is working with the Owner/Seller. BUYER HAS REQUESTED information from Broker for the purpose of evaluating a possible acquisition of Businesses, Websites, Assets &/Or Property of Owner/Seller. The Owner of the Property has authorized Broker to deliver information concerning the Property much of which is highly confidential, **only to those potential prospective Buyers who sign this form of Agreement.**

THE PARTIES AGREE, in consideration of the covenants and agreements contained herein, as follows:

- Broker shall be paid by the Seller at closing;** Seller now has signed a Brokerage Agreement for Seller to pay Broker at closing. Broker represents the Owner. Buyer does not pay Broker for the purchase of the e commerce business being sold.
- a) **OPTIONAL BUYER BROKERAGE AGREEMENT:** Buyer shall pay to Broker 3% (THREE PERCENT) of the purchase price of any real estate purchased that Broker procures that Buyer buys. This e-commerce seller requires to receive real estate in exchange for the sale of the e-commerce business being sold. Broker will offer real estate that Buyer has the option to buy and offer to the seller in exchange for their e-commerce business. Buyer shall pay this at closing to Broker.  
b) **OPTIONAL SALES BROKERAGE FEE IF BUYER EXCHANGES REAL ESTATE OR ASSETS INSTEAD OF CASH:** If Buyer decides to exchange its real estate instead of buying with cash then Buyer/Principal herein shall pay Broker a brokerage commission of 3% of the sales price purchase credit value of Buyer's real estate or equity assets exchanged to buy the Business that Broker procures to Buyer.
- CONFIDENTIALITY & NON-DISCLOSURE:** Buyer will not disclose, permit the disclosure of, release, disseminate or transfer, any information obtained hereunder ("Information") to any other person or entity.
- If Buyer is a corporation, partnership, limited liability company or other non-natural legal entity, the person(s) signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information only to those persons within the entity who have need to know of the Information, and who are specifically aware of the Agreement and agree to honor it.
- This Agreement applies to all Information received from Broker, which is not readily available to the general public and shall remain in full force and effect for the period of seven (7) years from this date. Buyer understands that all Information shall be deemed confidential, valuable and proprietary and shall be used for the sole purpose of evaluating the potential acquisition of the Property.
- NON-CIRCUMVENTION:** Without Broker's written permission Buyer shall not contact directly any persons concerning the Property other than Broker. Buyer shall not circumvent Broker and if Buyer Buys and closes, then Buyer shall protect that Broker is paid by Seller according to agreement now signed by Broker and Seller.
- Regarding Buyer's prospective purchase of the Property, Buyer represents that it is a direct principal, not an agent, broker or intermediary or acting on behalf of any other party in conjunction with the purchase of the Property, (except Advisors working on behalf of their pension fund clients). Buyer acknowledges that it is not working with any other broker or agent other than the Broker named herein in connection with the Property. Buyer represents that it has the authority to enter into this agreement. Buyer has financial ability, capacity, capability and the required **cash equity and or Property** on hand, to Purchase Property if Buyer concludes it wants to buy the Property.
- If Buyer decides to buy the company Buyer shall accept Broker as a "para pasu" passive limited liability investor partner at whatever equity Broker invests up to \$3 million divided by the total cash or equity invested at closing which will be my non-dilutive ownership percentage and Buyer will distribute profits monthly. Buyer may limit Broker to 49% but if Broker invests Broker can invest and own no less than 5%. Buyer will maintain separate accounting from revenue and profits from this business even if merged.

9. Buyer acknowledges Broker shall solely use its best efforts regarding this matter; however, neither Broker nor Owner makes any guaranty, warranty, representation or assurance of success, express or implied, as to the accuracy or completeness of any information provided by them is furnished, is for information purposes only and Buyer assumes full and complete responsibility for confirmation and verification of any Information received and expressly waives all rights of recourse against Owner and Broker with respect to the same and Buyer shall hold Broker harmless and Broker assumes no liability in any event. Broker advises Buyer to seek the independent council of an attorney, accountant and financial advisor and Buyer acknowledges that Buyer is solely responsible for and shall perform its own independent due diligence. All financial information, sizes, price, term availability have been gathered from sources deemed reliable subject to error, change, withdrawal all without notice.

10. **FINANCING ADVISORY FEE:** Should buyer require financing Andrew Lichtenstein, Inc., **solely** with regard to financing sources procured on behalf of Buyer, Broker shall act as Buyer's exclusive financing consultant. Buyer shall pay Andrew Lichtenstein, Inc. at closing mortgage brokerage financing consulting advisory service fee of ~~TWO (2%) PERCENT~~ REDUCED TO ONLY (1%) ONE PERCENT of financing procured on Buyer's behalf from proceeds at closing. **(Financing Exclusion: If Buyer does not accept the terms as defined by closing Buyer shall pay no financing fee to Broker. Buyer is free to use its own different source of financing without paying Broker any financing fee provided it is not from a source procured by Broker. If Buyer does not use Broker's source of financing Buyer does not pay any financing fee to Broker.)**

**Directive of Payment:** The Buyer shall pay and hereby instructs the Seller's closing agent, escrow, Title Company and its attorney to pay the fees herein at the closing.

11. Disclaimer, Law, Jurisdiction, Venue, Counterparts, Severability, and Hold Harmless: Buyer agrees that this is a commercial business transaction and that parties herein acknowledge to one another that each are sophisticated business professionals with years of real estate experience, with business savvy and that there is no disparity in bargaining power. This Agreement and all the terms herein shall be governed by interpreted by and construed solely in accordance with the laws of the State of New York, as well as court venue, without giving effect to principles of conflicts of law, without regard to location of the Property, Buyer or parties herein. Any action brought in relation to this Agreement shall be brought in a court in the City of New York, and Buyer hereby irrevocably consents to the jurisdiction of such courts, and waives any claim or defense that such forum is not convenient or proper. Any right to trial by jury with respect to any claim or action is hereby waived by all parties to this Agreement. In the event of bankruptcy, insolvency, reorganization, moratorium or similar laws, this agreement shall survive in full force and effect. In any instance where reproduction of this agreement shall be required in a court of law, facsimile, digital, scan, photocopied signatures or email transmission upon this agreement shall satisfy the "Best Evidence Rule" which shall be deemed an original since Buyer may never provide Broker with its original signature hereto. This agreement has been executed in several counterparts, each of which shall be deemed an original. All counterparts shall collectively constitute a single instrument. If any provision herein is deemed unlawful, the remainder shall remain in full force and effect.

Further, by signing below I explicitly recognize that I have and have had an established business relationship with Andrew Lichtenstein, Inc. and explicitly authorize it to contact me, and my business, using all methods and modes of communication, including but not limited to, by fax, e-mail, and telephone (cell, home, business) using any communication technology.

Agreed to and Accepted By and Between the Parties Hereto,

<p>Signature: _____ (Prospective Buyer) Today's Date: <u>12/17/2015</u>, or dated: _____          By: Prospective Buyer's Name (Print Clearly Below):          M _____, et al          Title: _____ or, with full authority to sign          Company Name: _____, et al          Address, City, State, Zip: _____          Buyer's Email: _____          Mobile Phone #: _____ Office Telephone #: _____          Fax Number: _____ Buyer's Website Address: _____          Please send me information on this and future Property via: <input type="checkbox"/> Email, <input type="checkbox"/> Fax, or <input type="checkbox"/> Hard Copy</p>	<p>Broker Signature: _____          By: Andrew Lichtenstein, President          Andrew Lichtenstein, Inc.          Licensed Real Estate Broker  <b>The One Stop Real Estate Shop</b>          5770 Palisade Avenue Riverdale, New York          10471 Phone: (800) 242-9888 Fax: (212)          255-5277 <a href="mailto:AL@LichtensteinRE.com">AL@LichtensteinRE.com</a>          12/17/2015 or dated _____   </p>
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Note: Thank you for your interest and request to receive Business information. Do not contact the Business or Property owner, Management Company or tenants. All additional information shall be arranged through Andrew Lichtenstein, Inc. If the above meets with your understanding kindly so indicate by signing on the signature line.

To receive additional information, please fill out the above Buyer information completely **FAX THIS SIGNED AGREEMENT to: (866) 591-1138 or Scan & Email to [AL@LichtensteinRE.com](mailto:AL@LichtensteinRE.com)**

To Opt-out from receiving further information Fax "Opt-Out" to (866) 591-1138 or call 800-242-9888 or Scan & Email to [AL@LichtensteinRE.com](mailto:AL@LichtensteinRE.com)

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	2016 Projected	2015
SUGGESTED OFFER PRICE TO BUY COMPANY	\$6,700,000	\$6,700,000
ROI Proforma if Bought All Cash	28%	19%
EBITDA MULTIPLE	3.53	5.26
SALES MULTIPLE	1.12	1.73
Possible Financing:	\$5,000,000	\$5,000,000
Debt Service 10/10 term 2.75% floating over price self liquidating	(\$666,123)	(\$666,123)
Net Income After Debt Service	\$1,230,280	\$606,965
Investment from Andrew Lichtenstein Inc.	\$700,000	\$700,000
Required Investment from Investor & Guarantor of \$5mm Loan Financing = 59% New Business Owner	\$1,000,000	\$1,000,000
<b>Net Income To Investor</b>	<b>\$725,865</b>	<b>\$358,109</b>
<b>Return On Investment for Investor</b>	<b>73%</b>	<b>36%</b>

## Business for Sale

bs"D

SELLER REQUIRED PRICE	Multiplier Seller Requires	
\$5,100,000	4 X	2015 EBITDA: \$1,275,000
\$1,250,000	1 X	2015 Inventory: \$1,250,000
\$1,700,000	1 X	(Seller's estimated acquisition costs to buy the brand and multiple domain names, businesses and goodwill.) \$1,700,000
\$8,050,000		TOTAL SELLER REQUIRED PRICE

## ABRIDGED SUMMARY:

Measure	2016 Proforma	2015 Proforma (Annualized based on 2015 Actual YTD)	2014	2013
Amazon Sales	\$650,000	\$425,142	\$287,000	\$186,000
Growth Rate of Amazon Sales	53%	48%	54%	n/a
Amazon Sales as % of Total Sales	11%	11%	11%	13%
TOTAL Sales Revenue (Less Discounts)	\$ 6,001,872	\$ 3,864,807	\$ 2,556,264	\$ 1,394,556
Growth Rate of Sales Revenue	55%	51%	83%	n/a
Google Marketing	(\$1,829,057)	(\$1,145,102)	(\$764,707)	(\$407,672)
% of Revenue	30%	30%	30%	29%
<b>Total Cost of Goods Sold</b> (after deducting Google Marketing)	(\$1,541,774)	(\$968,146)	(\$638,302)	(\$348,222)
% of Revenue	26%	25%	25%	25%
Gross Profit	\$2,631,042	\$1,751,559	\$1,153,255	\$638,661
<b>Fixed Costs</b>				
Marketing Adwords Manager	\$90,000	\$24,000	\$24,000	\$24,000
Website Management	\$150,000	\$0	\$0	\$0
% of Revenue	4%	1%	1%	2%
Payroll	\$324,676	\$288,676	\$165,775	\$157,486
% of Revenue	5%	7%	6%	11%
Rent	\$112,172	\$106,830	\$102,164	\$0
Insurance	\$1,268	\$1,208	\$1,148	\$1,090
Communications	\$3,780	\$3,600	\$3,600	\$3,600
Repair and Maintenance	\$6,002	\$3,865	\$2,556	\$1,395

Hosting Expense	\$30,000	\$35,724	\$4,000	\$4,000
Office Supplies	\$2,672	\$2,544	\$2,417	\$2,296
Utilities Electric	\$11,549	\$9,624	\$9,143	\$1,000
Live person Software	\$2,520	\$2,400	\$2,400	\$2,400
Total Fixed Costs	(\$169,963)	(\$165,795)	(\$127,427)	(\$15,781)
% of Revenue	3%	4%	5%	1%
Total Operational Costs	(\$4,105,469)	(\$2,591,719)	(\$1,720,211)	(\$953,162)
% of Revenue	68%	67%	67%	68%
EBITDA	\$1,896,403	\$1,273,088	\$836,053	\$441,394
% of Revenue	32%	33%	33%	32%
Inventory	\$1,940,000	\$1,250,000	\$825,000	\$450,000
Seller's Required Price:	\$8,050,000	\$8,050,000	n/a	n/a
ROI Proforma	24%	16%	n/a	n/a

SUGGESTED OFFER PRICE TO BUY COMPANY	\$6,700,000	\$6,700,000	n/a	n/a
ROI Proforma	28%	19%	n/a	n/a
EBITDA MULTIPLE	3.53	5.26	n/a	n/a
SALES MULTIPLE	1.12	1.73	n/a	n/a

All information received from the owner/operator/seller of these businesses who represents that he paid \$20,000 for a CPA Certified Public Accountant to prepare the current financial statement, books and records..