**INITIAL VALUATION ITEMS NEEDED**

In order for EEnginuity to prepare an Opinion of Market Value of your business, it will need a few items from you. Please complete all sections and then provide the materials /documents requested to us by email. If in doubt on any item, estimates are fine for now. Please provide the financial information in an Excel format, or other editable electronic format. Please zip the files into one attachment, if possible. Upon receipt of the materials, someone will contact you if there are questions. All information provided will be held in the strictest confidence and covered by the Non-Disclosure Agreement included in this package.

**1. 1. COMPANY INFORMATION**

Click inside these placeholders to enter text

Click inside these placeholders to enter your answers:

Enter name

**Company Name:**

Enter street address

**Full Street Address:**

Zip code

City name

State name

**City:**  **State:** **Zip:**

Phone number

ext

Phone number

**Office Phone: Ext**: **Cell Phone:**

Full email address

www. Encyclopedia.com

**Email Address:** **Website:**

00

00

**# of Office Locations:** **Total Employees:**

Enter type

1900

**Company start:** **Type (S, C, LLC, Sole Prop, Other)**

00

**Primary Service Type/s (Describe)**

00

**Primary Office:** [ ]  Leased [ ]  Owned **If owned, est. $value:**

**1. 2, SHAREHOLDERS**

Full name

00

00%

**Name:** Age: Percent Owned:

00%

00

Full name

**Name:** Age: Percent Owned:

00%

00

Full name

**Name:** Age: Percent Owned:

00%

00

Full name

**Name:** Age: Percent Owned:

00%

00

Full name

**Name:** Age: Percent Owned:

00%

00

Full name

**Name:** Age: Percent Owned:

If additional, please attach a list to this form.

**1. 3. KEY MANAGEMENT**

Which employees do you consider “key management”, who would be capable of running the operation after a sale of the business Include yourself? Put name, years of employment, professional license (P.E., CIH, AIA, etc.) management ability from 1-5 with 5 being highest and 1 being weakest. Indicate whether the person plans/willing to stay with the company for at least two years after a sale. Base annual salary will be used for inputs in the valuation model, so if the salary is unusually high or low, please note in comments and tell us what salary you expect post sale (fair market value for that position).

$0

Enter your full name

**Your Name**: Base Salary:

Enter here

Professional License/s

Describe

Yes

00

Yrs of Employment Title/Position Stay 2+ Years?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

$0

Enter full name

**Name:** Base Salary:

Professional License/s

Text

Yes

00

Enter here

Yrs of Employment Title /Position Stay 2+ Years?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

$0

Enter full name

**Name:** Base Salary:

Enter here

Professional License/s

Text

Yes

00

Yrs of Employment Title /Position Stay 2+ Years?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

$0

Enter full name

**Name:** Base Salary:

Enter here

Professional License/s

Yes

Text

00

Yrs of Employment Title /Position Stay 2+ Years?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

$0

Enter full name

**Name:** Base Salary:

Enter here

Professional License/s

Yes

Text

00

Yrs of Employment Title /Position Stay 2+ Years?

**1. 4. FINANCIAL INFORMATION & DOCUMENTS**

Enter text

Your Fiscal Year End (month and day, e.g., December 31)

Accounting on which basis? Cash [ ]  Accrual [ ]

Financial Statements are Audited [ ]  Reviewed [ ]  Compiled [ ]

Enter full name

Accounting System Name and Version:

Business Cyclicality – Approximately what percent of revenue on average falls in each of the four (4) fiscal quarter?

00%

00%

00%

00%

1st Quarter 2nd Quarter 3rd Quarter 4th Quarter

00

What is your average Accounts Receivable Aging in days?

(If you do not know how to calculate this, please attach current AR Aging Report)

$00

$0

Estimated/Projected Revenue for 2022 for 2023

Please submit, with this form, copies of the following in MS Excel. The income statements should be with enough line items so that recasting of personal and “one time/non-recurring” expenses can be done by item. If you can’t produce them with that level of detail, you will need to provide a description on a separate file describing all personal expenses and the estimated amount by each of the preceding three (3) years as well as any generally non-recurring or one-time expenses with a description of what it was for. Without this information, it is impossible to estimate EBITDA which is a key variable in the valuation.

End of year income statements for 2019, 2020 and 2021

End of year balance sheets for each of the preceding 3 years

Most current balance sheet

Most current year to date Income statement

Current contracted backlog (executed contracts that have not yet started plus remaining work in progress of active projects)

Estimated Capital Expenditures for equipment (that which is not shown as expenses but is capitalized for depreciation purposes for each of the following years (est for 2021-2022)

$0

$0

$0

2018 2019 2020

$0

$0

$0

2021 2022 estimate 2023 estimate

What percentage of your variable and fixed expenses on your income statements on average represent items that would not normally be incurred if you didn’t own the company but were owned by another company, i.e., personal related, semi personal, one time or very infrequently occurring for each of the following years? Estimate only

00%

00%

00%

00%

2019 2020 2021 2022

What percent of your annual revenue comes from your largest client?

00%

00%

What percent of your annual revenue comes from your top 5 clients?

**1. 5. COMMENTS**

**Please provide any comments, descriptions, clarifications below.**

Enter comments here

**Please submit this form and attachments or zipped file to: valuation@eenginuity.com. If we need additional information, someone will contact you. Once we receive this information, please plan from 2-3 weeks to process and provide the report.**

**Confidentiality & Non-Disclosure Agreement**

This MUTUAL CONFIDENTIALITY AGREEMENT (“Agreement”) is made this effective date (below) (the “Effective Date”) by and between The Enginuity Group, LLC, and the undersigned which may be referred to herein as a “Party” or as the “Parties” as required in context. Furthermore, the Party from time to time receiving Confidential Information (as defined below) shall be referred to as “Receiving Party” and the Party from time to time disclosing Confidential Information shall be referred to as “Disclosing Party”.

WHEREAS the Parties are engaged in certain business discussions relating to providing an Opinion of Market Value for undersigned’s business (the “Discussions”); and

WHEREAS Disclosing Party is willing to disclose the Confidential Information to Receiving Party on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals and the promises set forth below, the Parties agree as follows:

1. “Confidential Information” shall mean all information disclosed by Disclosing Party to Receiving Party hereunder in the course of the Discussions, irrespective of the form of communication, including, without limitation, ideas, concepts, specifications, drawings, test data, materials, models, plans, processes, designs, and software as well as business information such as business plans, projections, pricing, marketing strategy, customer information, accounting and financial information and order quantities. Confidential Information shall not include that which: (a) is in the public domain prior to the disclosure by Disclosing Party to Receiving Party; (b) is lawfully in Receiving Party’s possession prior to the disclosure by Disclosing Party; (c) becomes part of the public domain by publication or otherwise through no unauthorized act or omission on the part of Receiving Party; or (d) is independently developed by an employee (s) of Receiving Party with no access to the disclosed Confidential Information.
2. Receiving Party shall use Confidential Information only in furtherance of the Discussions. Receiving Party shall make no other use of Confidential Information. Receiving Party shall not disclose Confidential Information to any third party without the prior, express written consent of Disclosing Party from whom the Confidential Information was received. Proper and appropriate steps shall be taken and maintained by Receiving Party to protect the Confidential Information received. Receiving Party shall limit disclosure and access to Confidential Information received to such of its officers, employees and agents as are directly involved with activities related to this Agreement and even then, only to such extent as is necessary and essential to complete the work involved herewith, and Receiving Party shall ensure such officers, employees or agents abide by the terms of this Agreement.
3. All documents containing Confidential Information and provided by Disclosing Party hereunder shall remain the property of Disclosing Party and shall be returned upon request from Disclosing Party. Analyses, compilations, studies or other notes or memoranda, whether in written or electronic form, prepared by Receiving Party containing Confidential Information shall be destroyed within 30 days of a request from Disclosing Party or within 30 days of termination of the Discussions.
4. Either Party may terminate the Discussions at any time by provision of notice personally to a signatory to this Agreement, such notice to be effective two business days after receipt by the non-terminating Party. However, the obligations of Receiving Party set forth herein including, but not limited to, the obligations of non-disclosure and non-use shall endure for three years from the Effective Date.
5. No right or license under the Confidential Information or under any intellectual property owned or controlled by Disclosing Party is granted to Receiving Party except as set forth expressly herein.
6. This Agreement shall be governed, construed, and enforced in accordance with the substantive laws of the State of Delaware, without regard to its conflict of laws principles. Each Party expressly consents to the jurisdiction of any federal or state court located in the State of Delaware for purposes of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the Parties desire to have the remaining provisions continue in full force without being impaired or invalidated in any way. A waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any repetition of such breach or in any manner affect any other terms or conditions of this Agreement. No addition to or change in the terms of this Agreement will be effective or binding on either Party unless reduced to writing and executed by both Parties. Neither Party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein. This Agreement sets forth the entire understanding and agreement between the Parties and supersedes any and all oral or written agreements or understandings between the Parties as to the subject matter of this Agreement.
7. The parties to this Agreement are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. Neither Party shall have the power to obligate or bind the other Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

**THE ENGINUITY GROUP** **Co Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By:  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: W. David Kimbrell Name and Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: CEO Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_