WORKINGMAN CAPITAL

ACQUISITION OPPORTUNITY

Niche Machining and Fabrication Business

TORONTO, ONTARIO, CANADA

REAL ESTATE ALSO AVAILABLE FOR SALE OR LEASE

FOR SALE

An established business offering complete in-house engineering, fabrication, machining, quality assurance, and project management services. Founded over 100 years ago, the company has grown organically and through acquisition to become a global leader in the niche segments it serves, including industrial processing equipment.

100+	GLOBAL	200+
YEARS OF OPERATING HISTORY	BLUE-CHIP CUSTOMER BASE	CERTIFIED WELDING PROCEDURES

Customers

Thanks to a strong brand reputation and in-demand proprietary products, the business serves customers worldwide across petrochemical, biofuel & energy, pharmaceutical, food grade, mining, tunneling, and other industries. The company has attained Approved Vendor status with many large, blue-chip customers.

Financial Performance

Three-year average and last fiscal year annual revenue were both $15M, with year-over-year sales growth of 19%. Three-year average and last fiscal year EBITDA were $0.9M and $1.4M, respectively. Last fiscal year normalized EBITDA was $1.3M, with an 8.4% margin - both above the pre-COVID seven-year record highs.

$15M	19%	$1.3M	8.4%
ANNUAL REVENUE	YOY SALES GROWTH	NORMALIZED EBITDA	EBITDA MARGIN

Core Capabilities & Investment Highlights

Integrated engineering, machining and fabrication capabilities supported by significant infrastructure, certifications and proprietary technology.

Machinery & Facilities

CNC mills, lathes, large-capacity horizontal and vertical boring, grinders, welding, water jets, shears and press brakes. Rolling stock includes forklifts up to 29,000 lb and road vehicles.

Quality & Certifications

Capabilities span a wide variety of raw materials and more than 200 certified welding procedures. Facilities hold ISO, CE/PED, ATEX, ASME (U, R and S stamps), and CWB welding certifications.

New Technology Products

The business continues to invest in emerging technology and processes for one product line and is in the final testing stages of patented technology, with worldwide manufacturing rights.

Real Estate

Two industrial buildings total approximately 70,000 SF under roof, with power up to 800 amps, overhead cranes up to 23 tons, expansion potential and access to Highways 401, 404 and 407.

The Opportunity

An ideal acquisition for an established business in a related industry seeking to quickly increase scale, capabilities and revenue. Workingman Capital has been retained as exclusive sales agent to identify the right buyer for this unique and diversified manufacturer. The goal is to sell the business on a consolidated basis, with or without the real estate, and creative deal structures are welcome.

Transaction Process

Preference will be given to parties with hands-on experience operating the same or similar businesses. A signed Non-Disclosure Agreement is required and may be returned to info@workingmancapital.com. Only vetted parties will receive access to confidential information.

REQUEST ADDITIONAL INFORMATION
416-847-7336
info@workingmancapital.com

NON-DISCLOSURE, NON-CIRCUMVENTION, AND CONFIDENTIALITY AGREEMENT

This Nondisclosure, Non-Circumvention, and Confidentiality Agreement (this "**Agreement**") is made as of _____ (the "**Effective Date**") by and between **Workingman Capital Corp. as exclusive Agent for Project StarBoard** having a primary address of 402 – 505 Eglinton Avenue W. Toronto, Ontario M5H 1T1 (the "**Company**"), and _____ and all subsidiaries and affiliates thereof, having an address of _____ ("**Receiving Party**"). The Company and Receiving Party are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

Receiving Party wishes to receive from Company certain confidential and/or proprietary information for the purpose of considering a potential purchase transaction (the "**Purpose**") of Project StarBoard (the "**Target**"). This Agreement shall govern the terms and conditions of use and disclosure of Confidential Information (as hereinafter defined) by the Parties.

The Parties agree as follows:

1. "**Confidential Information**" means any and all information provided by the Company to Receiving Party in connection with the Purpose, including, without limitation, financial statements, business plans, forecasts, projections, analyses, employee, client, customer and vendor information, software (including documentation and code), hardware and system designs, manufacturing, logistics and sales processes, and other information relating to the business or matters of the Company or Target or their affiliates, suppliers, customers or other business partners, that (a) is not generally known to the public and (b) at the time of disclosure, is identified as or would or should reasonably be understood by the Receiving Party to be proprietary or confidential.

2. The Receiving Party shall maintain the Confidential Information, exercising the same degree of care as the Receiving Party exercises with its own confidential or proprietary information of a similar nature, but in no event less than a reasonable degree of care, to prevent its unauthorized disclosure and use.

3. The Receiving Party shall use the Confidential Information solely for the Purpose. The Receiving Party shall not, without the prior written consent of the Company, disclose any portion of the Confidential Information to any third party, except to the Receiving Party's employees, agents, consultants, contractors, or professional advisors who are bound by an obligation of confidentiality at least as restrictive as that contained in this Agreement and who have a need to know such Confidential Information in order to accomplish the Purpose, and then only to the extent they need to know. The Receiving Party shall be responsible and liable for any breach of this Agreement or unauthorized disclosure, publication or dissemination of any Confidential Information by or through any of the Receiving Party's employees, agents, consultants or contractors.

4. The Receiving Party will not disclose that discussions or negotiations are taking place, that it has received evaluation material, except to the extent it is advised by its counsel that it is required to do so under applicable law and then only after it has notified the Company about the information it proposes to disclose. Receiving Party further agrees that, without the prior written consent of the Company, it will not (directly or indirectly) enter into any agreement, arrangement or understanding, or any discussions which might lead to such agreement, arrangement or understanding, with any person regarding a possible transaction involving the Company or Target, or buy or acquire all or any interest in the Company or Target, including, without limitation, the acquisition of any debt or securities of, or any claims against, the Company or Target.

5. The Receiving Party further covenants and agrees to work exclusively with the Company regarding the Purpose and will take no action to circumvent the Company's involvement in any possible transaction with the Target.

6. If, in the reasonable opinion of its legal counsel, the Receiving Party is required by law to disclose any of the Confidential Information in connection with any legal or regulatory proceeding, then the Receiving Party may disclose such Confidential Information, provided that the Receiving Party notifies the Company a reasonable time prior to disclosure, allows the Company a reasonable opportunity to seek appropriate protective measures prior to disclosure, and discloses only the minimum amount of the Confidential Information required by law to be disclosed.

7. The Receiving Party shall not have any obligation of confidentiality or assume any liability with respect to any portion of the Confidential Information that the Receiving Party can demonstrate (a) it possessed prior to the date of this Agreement from a source other than the Company (or its affiliates, suppliers, customers or other business partners) without any obligation of confidentiality, (b) it rightfully receives from a third party (other than an affiliate, supplier, customer or other business partner of the Company) without any obligation of confidentiality, or (c) is or becomes publicly available without breach of this Agreement or act or fault of the Receiving Party.

8. As between the Parties, all right, title and interest in and to Confidential Information disclosed pursuant to this Agreement shall remain the property of the Company or Target, as applicable. The disclosure or provision of Confidential Information shall not constitute any grant or license to the Receiving Party of any legal rights now or hereinafter held by the Company.

9. The Parties acknowledge that monetary remedies will not be a sufficient remedy for breach of this Agreement and that any breach by the Receiving Party would cause the Company irreparable harm. Accordingly, in addition to any other remedies that may be available at law or in equity, the Company shall be entitled, without the requirement of posting a bond or other security, to seek equitable relief, including injunctive relief and specific performance, and the Receiving Party agrees not to oppose the granting of such relief on the basis that the Company has an adequate remedy at law.

10. The confidentiality and nondisclosure obligations contained in this Agreement shall survive for three (3) years following the last disclosure of any Confidential Information under this Agreement or, with respect to any Confidential Information that is a trade secret, until such Confidential Information is no longer a trade secret under applicable law. The confidentiality and nondisclosure obligations contained in this Agreement shall bind each Party's legal representatives, successors and assigns.

11. The Receiving Party shall promptly return to the Company or destroy, upon any termination of this Agreement and at any earlier time the Company may request, all written or electronic records (and all copies thereof) that contain any Confidential Information of the Company. Upon the Company's request, the Receiving Party shall certify in writing its compliance with the foregoing.

12. Neither this Agreement, nor the disclosure of information under this Agreement, nor the ongoing discussions or correspondence between the Parties, shall constitute or imply a commitment or binding obligation between the Parties. If, in the future, the Parties enter into a

binding commitment regarding the Purpose, the such commitment shall be explicitly stated in a separate written agreement executed by both Parties, and the Parties hereby affirm that they do not intend their discussions, correspondence, and other activities to be construed as forming a contract regarding the Purpose or any other transaction between the Parties without execution of such separate written agreement.

13. The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of time for performance, shall not constitute the permanent waiver of any term or condition of this Agreement, and this Agreement and each of its provisions shall remain at all times in full force and effect until modified in writing by the Parties.

14. This Agreement shall be subject to, and interpreted in accordance with, the laws of the State of Illinois, without reference to any choice of law rules that would require the application of the laws of any other jurisdiction.

15. This Agreement is the entire agreement between the Parties relating to its subject matter and supersedes all prior agreements, written or oral, with respect thereto. Neither this Agreement nor any right granted under this Agreement shall be assignable or otherwise transferable. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then such term or provision will be modified to the minimum extent necessary to render such term or provision legal and enforceable, and notwithstanding that term or provision, all other terms and provisions of this Agreement shall remain in full force and effect. Any modification of this Agreement must be in writing and signed by the duly authorized representative of each Party.

16. For the convenience of the Parties, any number of counterparts of this Agreement may be executed by the Parties, each of which shall be an original instrument and all of which taken together shall constitute one and the same agreement. Delivery of a signed counterparty of this Agreement by email shall constitute valid and sufficient delivery thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Nondisclosure and Confidentiality Agreement as of the Effective Date.

COMPANY:

Workingman Capital Corp. as exclusive Agent for Project StarBoard

Per: _____

Name: _____

Title: _____

Date: _____

RECEIVING PARTY:

Enter Receiving Party Name:

Per:_____

Name: _____

Title: _____

Date: _____

***Please answer these questions to facilitate the qualification process:**

1. Is the Receiving Party an individual looking to operate hands on?
   _____
2. Is the Receiving Party an investment/PE firm looking to hire hands on management?
   _____
3. Is the Receiving Party a company looking to acquire for growth or diversification?
   _____
4. What industry is the Receiving Party currently in?
   _____
5. Does the Receiving Party have experience owning / managing a manufacturing business?
   _____