Acquisition Opportunity

IBMC – Established Specialty Coffee Roaster & Wholesaler

ASKING: $325,000

Business Activity

Established specialty coffee roaster serving wholesale and direct-to-consumer customers throughout the Dallas-Fort Worth market and select regional and national accounts. The Company generates the majority of its revenue from recurring wholesale coffee sales and also offers online retail sales, customer training, and select equipment sales. Daily operations are supported by an experienced team, while ownership has limited involvement in day-to-day activities.

Deal Summary

(TTM) Revenue:	$697,000	**(TTM Annualized) SDE:**	$60,000
NAICS or SIC Code:	311920	**Corporation Type:**	LLC
FF&E*:	$175,000	**Location:**	North Texas
Inventory*:	$93,000	**Year Established:**	2013
Total Assets*:	$268,000	**Accounting Method:**	Accrual
* Included in Asking Price, subject to adjustment based on the timing of the sale.		**Financial Year End:**	December

Terms

The sellers are open to considering a seller note and/or earnout for a qualified buyer to help facilitate the transaction. Specific terms would be negotiated based on the buyer's financial strength, experience, down payment, and overall deal structure.

Special Notes

- The owners have relocated out of state and are already largely removed from day-to-day operations.
- The business has intentionally shifted its focus toward wholesale and retail/e-commerce, which management considers its strongest revenue channels.

Top Things to Know About This Business

- **Established Brand:** Operating since 2013 with more than a decade of experience in specialty coffee.
- **Wholesale Focus:** Approximately 77% of revenue is generated from wholesale coffee sales.
- **E-Commerce Platform:** The Company is preparing to launch a newly rebuilt direct-to-consumer e-commerce platform designed to strengthen online sales, subscriptions, and future growth.
- **Recurring Customers:** The Company maintains a broad wholesale customer base with several long-term relationships and annual purchasing agreements.
- **Low Owner Dependence:** Ownership is already largely removed from daily operations.
- **Experienced Team:** Three full-time and two part-time employees support management, roasting, production, sales, training, and procurement.
- **Documented Operations:** Established systems support production, inventory management, customer relationships, and quality control.

- **Growth Opportunity:** Continued wholesale expansion and growth through the launch-ready e-commerce platform provide identifiable avenues for growth.
- **Asset Base:** The sale includes significant roasting, production, and delivery equipment supporting current operations.

Strengths and Weaknesses

Key Strengths	Possible Weaknesses / Opportunities
Established brand and reputation	Opportunity to further expand geographic reach
Recurring wholesale customer base	Exposure to fluctuations in green coffee costs
Limited owner dependence	Recent earnings have been below 2025 levels
Experienced operating team	
Established systems, processes, and launch-ready e-commerce platform	

History

The Company was established in 2013 and later expanded into specialty coffee roasting. Following a significant operating change in 2022, the business transitioned away from its former café-focused model and concentrated on wholesale roasting, retail, and e-commerce. Since then, management has streamlined staffing, pricing, and operations to better support the current business model.

Business Days and Hours

Monday – Friday:	9:00 AM to 5:00 PM
Weekends:	Closed

Marketing Strategy

The Company utilizes internal sales personnel to identify and develop wholesale accounts. New business is generated primarily through referrals, direct outreach, social media, newsletters, and existing industry relationships. Additional opportunities exist to expand wholesale sales and grow direct-to-consumer revenue through the Company's new e-commerce platform.

Financial Summary

Year (Financial Year End: 12/31)	**TTM** Internal P&L	**2025** Tax Return	**2024** Tax Return	**2023**** Tax Return
Revenue:	$697,000	$698,000	$667,000	$1,014,000
Gross Profit:	$389,000	$419,000	$383,000	$622,000
SDE*:	$60,000	$85,000	$40,000	$33,000
SDE Margin	8.7%	12.2%	6.0%	3.3%

**Profit before interest, tax, depreciation, amortization (non-cash items) including owner salary, one-time and discretionary expenses. All adjustments to EBITDA were provided by seller*

***Please review financial model (pg. 26 and 27) to learn more about elevated revenue.*

Employees

The Company employs three full-time and two part-time employees. Key personnel support management, roasting, production, sales, fulfillment, training, and coffee procurement. Several employees have substantial industry and Company tenure.

Assets and Liabilities

A detailed asset list is available. The sale includes approximately $175,000 in operating fixed assets, including production equipment and a delivery vehicle. Inventory totaled approximately $93,000 as of the latest balance sheet date and will be subject to final count and transaction terms. The seller will retain all cash and accounts receivable, except for the accounts receivable required to meet the working capital requirement in the transaction and will settle all company debts at closing. Any owner financing required by SBA underwriting must be personally guaranteed by the buyer.

Facilities

The business operates from approximately 2,600 square feet of leased commercial flex space in North Texas. The current lease has been extended to 2029.

Support and Training

The sellers will provide up to 30 days of training at no additional charge, with additional compensated transition support available by agreement.

Reason for Selling

The owners have relocated out of state and believe the business is best positioned for continued growth under an owner/operator or local ownership group with greater day-to-day market presence.

Next Steps

In order for us to release the Confidential Information Memorandum, complete the Non-Disclosure Agreement and Buyer Profile and return to:

Ian Biggs, Managing Director

Ian@thevantgroup.com

(720) 289 - 8262

STANDARD BUYER'S CONFIDENTIALITY AND WARRANTY AGREEMENT

The undersigned (the "Buyer") understands and acknowledges that The Vant Group (the "Broker" has a valid agreement with the owner(s) (the "Seller") of the business and/or property described below (the "Business") whereby Broker has been retained, for an agreed upon commission, to represent Seller in the sale of the Business. Buyer understands and acknowledges the Broker is acting as the agent of the Seller and that Broker's primary duty is to represent the interests of the Seller. The Business that is the subject of this Standard Buyer's Confidentiality and Warrant Agreement (the "Agreement") is as follows:

Description of Business: Established Specialty Coffee Roaster & Wholesaler

Asking Price: $325,000

In order to induce Broker or Seller to furnish information regarding the Business (the "Information") to Buyer for Buyer's evaluation and possible purchase of said Business and in consideration for Broker's or Seller's furnishing such information, Buyer understands, agrees, represents and warrants to Broker and Seller as follows:

1. The word "Buyer," as used herein, shall mean and include the undersigned individually, as a member of a partnership, as an employee, stockholder, officer or director of a corporation, as an agent, adviser or consultant for or to any business entity and in any other capacity whatsoever.
2. The Information is of a proprietary and confidential nature, the disclosure of which to any other party will result in damage to the Seller and/or Business, and Buyer further represents and warrants as follows:
    a. The Information furnished by Broker or Seller has not been publicly disclosed, has not been made available to Buyer by any party or source other than Broker or Seller and is being furnished only upon the terms and conditions contained in this Agreement.
    b. Buyer will not disclose the Information, in whole or in part, to any party other than persons within Buyer's organization, including independent advisers/consultants, who have a need to know such Information for purposes of evaluating or structuring the possible purchase of the Business. Buyer accepts full responsibility for full compliance with all provisions of this Agreement by such other persons.
    c. Buyer will not disclose, except to the extent required by law, to any parties other than the persons described in Paragraph 2(B) above that the Business is available for purchase or that evaluations, discussions or negotiations are taking place concerning a possible purchase.
    d. Buyer will not utilize, now or at any time in the future, any trade secret(s), as that term may be defined under statutory or common law, that is/are included in the furnished Information for any purpose other than evaluating the possible purchase of the Business, including, without limitation, not utilizing same in the conduct of Buyer's or any other party's present or future business(es).
    e. In addition to the prohibition against utilizing trade secret(s), Buyer will not utilize any other furnished information for any purpose other than evaluating the possible purchase of the Business, specifically including, without limitation, not utilizing same to enter into and/or engage in competition with the Business or assist or promote any other party(s) in so doing. The foregoing prohibition against utilizing said Information in competing with the Business shall remain in effect for three (3) years from the date hereof and shall be applicable to competition within the presently existing marketing area of the Business.
    f. If Buyer decides not to pursue the possible purchase of the Business, Buyer will promptly return to Broker all information previously furnished by Broker or Seller, including any and all reproductions of same, and further, shall destroy any and all analyses, compilations or other material that incorporates any part of said Information.
3. Buyer will not contact the Seller or Seller's employees, customers, suppliers or agents other than Broker for any reason whatsoever without the prior consent of the Broker. All contacts with the Seller or such other parties will be made through or by Broker unless otherwise agreed to by Broker, in writing.
4. The Information furnished by Broker has been prepared by or is based upon representations of the Seller and Broker has made no independent investigation or verification of said Information. Buyer hereby expressly releases and discharges Broker from any and all responsibility and/or liability in connection with the accuracy, completeness or any other aspects of the information and accepts sole and final responsibility for the evaluation of the Information and all other factors relating to the Business.
5. The Information is subject to change or withdrawal without notice and the Business is being offered for sale subject to prior sale or the withdrawal of said offering without notice.
6. Buyer will indemnify and hold harmless the Broker and Seller from any and all claims or actions arising from Buyer's acts or failures to act in pursuing the possible purchase of the Business, including, without limitation, reasonable attorney's fees and other expenses incurred by Broker.

T | V | G THE VANT GROUP

BUYER'S PERSONAL PROFILE - CONFIDENTIAL INFORMATION

Name: ______________________________

Address: ______________________________

City: ____________ State: ________ Zip: __________

Telephone: Home (____) ________ Office (____) ________ Cell (____) ________

Email Address: ______________________________

Present Occupation/Business: ______________________________

How Did You Learn Of Our Company? __Internet __Ad __Referral __Other: ________

Type of Business Preference
(Retail, Wholesale, Manufacturing, Service, Etc):

1. ______________________
2. ______________________
3. ______________________

Location Preference:

1. ______________________
2. ______________________
3. ______________________

Cash In Banks	$ ________	Notes Payable	$ ________	x
U.S. Govt Securities	$ ________	Liens On Real Estate	$ ________	
Accounts & Notes Receivable	$ ________	Other Liabilities	$ ________	
Value Of Businesses Owned	$ ________	**TOTAL LIABILITIES**	**$ ________**	
Other Stocks And Bonds	$ ________			
Real Estate	$ ________	Salary	$ ________	
Automobiles -- Number ( )	$ ________	Dividends & Interest	$ ________	
Other Assets	$ ________	Other Income	$ ________	
TOTAL ASSETS	**$ ________**	**TOTAL INCOME**	**$ ________**	

Monthly Income Required: $ ________ Down Payment Available: $ ________

Personal Net Worth: $ ________ Require Immediate Income?: ________

Who Else Would Be Involved In The Decision Process? ________

Have You Ever Filed For Bankruptcy? ________ Have You Ever Been Arrested? ________

Fields of past Business experience:

1________________ **2**________________ **3**________________

I Hereby Attest That The Above Is A True Representation On My Financial Status. I Agree To Provide, Upon Request By Broker Or Seller, Financial Statements, References And Other Pertinent Information Evidencing Such Financial Sufficiency If Necessary

Signature: ______________________ Date: ______________

A Personal Or Business Financial Statement Will Be Required Of All Potential Buyers Before Receiving Financial Information On Any Listing

7. Buyer will not, for a period of three (3) years from the date hereof, enter into any agreement for the purchase of the Business, in whole or in part, or assist or promote any other party in so doing, unless such agreement to purchase provides for commission to be paid Broker, with the commission being defined as the amount agreed upon by Broker and Seller in the "Standard Listing Agreement" or similar agreement between those parties. The phrase "agreement for the purchase of the Business" as used herein, shall mean and include any agreement, specifically including, but not limited to, offers to purchase, letters of intent and similar agreements, that provides for the transfer, conveyance, possession of, or disposition of the Business, its capital stock, assets, or any portion thereof, and the commission amount to be paid Broker shall be the greater of either the minimum commission or the commission based upon sale price (or purchase price), as these amounts are defined in the aforesaid agreement between Broker and Seller. Further, "sale price (or purchase price)" as used herein shall mean and include the total amount of consideration paid or conveyed to Seller or for Seller's benefit, including, without limitation, cash, capital stock, notes, personal property of any kind, real property, leases, lines of credit, loans, contingent payments (e.g., license agreements, royalty agreements, payments based upon future sales or profits, etc.), employment or management contracts, consulting agreements, non-competition agreements, assumption or discharge of any or all liabilities, and any combination of the foregoing and/or other consideration. The commission amount agreed upon by Broker and Seller in the aforesaid agreement between those parties will be made known to Buyer by Broker, upon Buyer's request, when and if an agreement for the purchase of the Business is made by Buyer. If Buyer violates the foregoing provision, Buyer will be liable for and pay said commission to Broker upon demand without any obligation on Broker's part to first exhaust any legal remedies against Seller.

8. Buyer represents that Buyer has sufficient financial resources to complete the transaction for the asking price and terms set forth herein. Buyer agrees to provide, upon request by Broker or Seller, financial statements, references and other pertinent information evidencing such financial sufficiency.

9. The performance and construction of this Agreement shall be governed by the laws of the State of Texas All sums due hereunder shall be payable at the office of the Broker in Dallas County, Texas and all parties hereto agree to forbear from filing a claim in any other jurisdiction.

10. This Agreement shall be binding upon the Buyer, Buyer's heirs, executors, successors, assigns, administrators or representatives. If any provision of this Agreement shall be held to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and this Agreement shall be construed as if such invalid, void or unenforceable provision had not been contained herein.

11. Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants or conditions of this Agreement, shall on written request of one (1) party served on the other, be submitted to binding arbitration. Such arbitration shall be under the rules of the American Arbitration Association. The arbitrator shall have no authority to change any provisions of this agreement; the arbitrator’s sole authority shall be to interpret or apply the provisions of this Agreement. The expenses of arbitration conducted pursuant to this paragraph shall be born by the parties in such proportion as the Arbitrators shall decide.

12. The terms and conditions of this Agreement shall also apply to any other business and/or property on which Broker has been retained to represent the owner(s) in the sale thereof and on which Broker or owner(s) has furnished information to Buyer. Further, it shall not be necessary for Buyer to execute any additional agreement(s) to that effect and any terms and conditions of this Agreement that refer to the date hereof shall automatically be adjusted to reflect the date on which Broker or owner(s) initially furnished information to Buyer on such other business and/or property.

13. The provisions hereof cannot be modified, amended, supplemented or rescinded without the written consent of Broker and this Agreement sets forth the entire agreement and understanding

EXECUTED ON THIS ________ DAY OF _____________

Printed Name of Buyer	Printed Name of Buyer
Signature (Individually and as Duly Authorized Representative)	Signature (Individually and as Duly Authorized Representative)
Street City State Zip	Street City State Zip
Phone	Phone
Email Address	Email Address

Return Agreement in Full (Both Pages)

Please Initial _______ ________