



STAFFING COMPANY
Memphis, Tennessee
#1523-2087

TRANSACTION VALUE

Business: \$525,000

Real Estate: N/A

BUSINESS

This business started in 1995 and hit the ground running; paying off all of the startup debt the same year. They place temporary, temp-to-hire and full time employees in the areas of Accounting, Administration, Information Technology and Medical Office. Their client list includes many Fortune 500 Companies in Memphis area, as well as established private businesses. Because their mission is to hire the right person for the right job; they provide clients with information that will aid them in candidate selection, development, management, and training. These candidate assessment tools are cutting edge and a great value-add for clients.

REAL ESTATE

They have two offices. The first office is where the majority of the employees are located and the second space is primarily an additional interview location for candidates.

The first office is owned. This space has approximately 2,400 sq. ft. and can be leased for \$3,000 a month or purchased.

The second office is leased. It has 500 sq. ft. and can be leased for \$500 per month.

BALANCE SHEET

Assets Included in Sale: \$181,151

Liabilities Included in Sale: None

FINANCIALS

	2007	2006	2005
Revenues	\$1,014,828	\$1,202,173	\$1,306,256
Cost of Goods Sold	\$639,890	\$736,053	\$839,260
Gross Profit	\$374,938	\$466,120	\$466,996
Expenses	\$277,188	\$306,710	\$367,689
Other Income (Expense)	\$516	\$46	\$0
Net Profit	\$98,266	\$159,456	\$99,307
Adjustments	\$21,651	\$10,042	\$10,523
Adjusted EBITDA	\$119,917	\$169,497	\$109,829

CONTACT

Corporate Finance Associates

Phone: 901-751-8880

Fax: 901-471-3800

Email: jrobichaux@cfaw.comWebsite: www.cfa-midsouth.com



NON-DISCLOSURE AGREEMENT

Please return to **Corporate Finance Associates** via fax, (901) 471-3800
or email, jrobichaux@cfaw.com

This Agreement is acknowledged and agreed to by the undersigned, its officers, directors, partners, and employees (Prospect) and the referenced Company for the benefit of Prospect and a presently undisclosed Company (Company).

Whereas: Prospect has requested information from Company for purposes of investigating a possible acquisition, merger, financing or joint venture involving all or part of the business interests owned by Company, described as **Listing #1523-2087, Staffing Company**

Now Therefore: In order to induce Company to provide such information, Prospect agrees as follows:

1. Prospect will not disclose any information obtained hereunder, or in the course of its investigations, to any person or organization not herein authorized or make known to others, by disclosure or confirmation, that this company, division or product line might be for sale or that financing is desired, either before or after termination of investigations or negotiations.
2. Prospect will instruct anyone within their organization as to the confidential nature of the material, and of the existence of this Agreement. Prospect shall not reveal this information to any employee that is not a necessary party to this investigation, to any outside agent, advisor or other third party (excluding Lenders, Attorneys Accountants and current stakeholders in Prospect) without the specific permission the Company or the Company's representative . The Company reserves the right to decline permission unless that party executes a copy of this Agreement.
3. This Agreement applies to all information received by Prospect from Company now and in the course of future investigations. All information provided pursuant to this Agreement shall be deemed confidential and valuable. Without specific written agreement to the contrary, it shall be deemed proprietary. Unauthorized disclosure of said information, even without intent to harm, could cause substantial and irreparable damage to Company. However, any such information which Prospect can demonstrate (a) was or becomes public knowledge other than as a result of disclosure of information relative to this document or (b) was or becomes available to Prospect on a non-confidential basis from other sources or (c) was in Prospect's possession prior to being furnished to Prospect by Company is excluded from the provisions of this agreement.
4. All information provided shall be used for the sole purpose of evaluating the acquisition or financing decision and shall not at any time, or in any manner, be utilized for any other purpose. Prospect shall promptly advise Company when its investigations or negotiations are terminated and upon request, will return or destroy all information furnished, in whatever form, without retaining copies, summaries or extracts.
5. Prospect will not contact the Company's banker, accountant, attorney, employees, suppliers, competitors, customers or others who might have information concerning Company without written permission of Company unless permission is specifically granted by Company.
6. Company makes no representation or warranty, express or implied, as to the truth, accuracy or completeness of any information provided, or not provided, to Prospect under this Agreement. Prospect assumes full responsibility for its reliance upon such information and expressly waives all rights of recourse, if any, against Company for Prospect's reliance thereon.
7. The terms of this agreement expire two years from the date of acceptance below.

EXECUTED ON THIS _____ DAY OF _____, 20____.

Typed/Printed Name of Prospect

Street Address

Signature of Prospect

City, State, Zip Code

Telephone