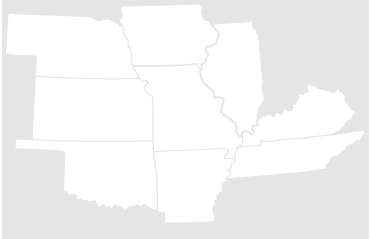


SPRING 2018

Manufacturer of Smart (IIoT) Pneumatic Valves & Manifolds Seeks Acquiror

GEOGRAPHIC LOCATION: MIDWEST



UNIQUE SELLING PROPOSITION: This connected product platform replaces established pneumatic hardware components with smart (IIoT), energy-efficient components, providing a measureable ROI to customers.

DEAL HIGHLIGHTS:

Proven ROI on Product Offerings

5 Pneumatic Control Valve Families

Successfully Field-Tested

Smart Manifold Design

9 Patents Filed Internationally

Algorithm and Software for Data

COMPANY OVERVIEW

The Company's platform of products include "smart," energy-efficient pneumatic valves and manifolds used in industrial manufacturing applications. The IIoT ("Industrial Internet of Things") connected products give customers relevant information about the production process and save energy by recycling wasted compressed air. The valves can effectively reduce compressed air used in a factory by 20-40%, translating into significant savings on energy costs. Additionally, the valves have a "smart" feature, allowing factory operators to actively monitor their pneumatic systems for leaks, pressure faults and/or component faults.

The Company developed and owns the monitoring software. Connectivity and monitoring allows maintenance and engineering to immediately detect problems in manufacturing and use the data for predictive maintenance and proactive repairs. This reduces manufacturing downtime while significantly reducing electricity costs. Not only do the valves save on energy costs, they improve factory efficiency by limiting downtime caused by mechanical failures.

The Company's technology platform includes 9 patents, 5 different valve designs in 4 sizes, software to collect and push data, algorithms to assess faults, 3 electronic board designs, and a smart manifold design. Currently the Company owns, or has the exclusive rights to use, nine patents related to energy-efficient and smart valves.

INDUSTRIES

- Pneumatic Valve & Manifold Manufacturing
- Industrial Internet of Things (IIoT)

BACKGROUND AND RATIONALE FOR SALE

The Company invested significantly in the development of their technology and platform. The most recent research and development of the Company's smart technology, released in late 2017, exhausted the Company's capital. Due to these capital constraints, the Company ceased operations on December 31st, 2017 and is seeking a sale of the technology platform. Management and stakeholders would like to see the product and associated technology continue and are vested in supporting the operations of the Company going forward. Three Twenty-One Capital Partners is running an expedited sale process to find an acquiror.

FOR MORE INFORMATION

Please sign and return the Confidentiality Agreement on the next page: Email: CA@321capital.com or Fax: 443-320-9225

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PLEASE COMPLETE AND RETURN AGREEMENT VIA EMAIL: CA@321CAPITAL.COM OR FAX: (443) 320-9225

This Non-Disclosure Agreement (hereinafter "Agreement"), which shall be regarded as a mutual and reciprocal contract between the Parties, is made and entered into as of this _____ day of _____ 2018 by and between Three Twenty-One Capital Partners ("Investment Banker") and _____ ("Recipient").

WHEREAS, the Parties hereto are desirous of establishing a mutually-beneficial business relationship for the entirety sale, refinance, investment, joint venture partnership, or other related transaction of our client, herein referred to as "The Company". The Parties hereto are prepared to disclose information or data of a confidential nature, including but not limited to financial information, client information, business concepts, business strategies, business opportunities, business relationships and sources of capital and financing.

NOW THEREFORE, in consideration of the mutual agreements contained herein,

1. Except as otherwise required by law, the Parties agree to hold all confidential or proprietary information or trade secrets ("Information") in trust and confidence and agrees that it shall be used only for the contemplated purpose, and shall not be used for any other purpose or disclosed to any third party under any circumstances whatsoever except as may be necessary to complete the desired results above.
2. When requested in writing, all materials are to be returned or destroyed and no copies may be kept. Notwithstanding the foregoing, one copy of the materials may be kept for legal, compliance, or other internal document retention policies, including electronic copies made during automated back-up procedures.
3. This Information shall not be disclosed to any employee, consultant or third party unless the said party agrees to be informed of and act in accordance with the terms of this Agreement.
4. Information excluded from these confidentiality obligations shall include any such information which: (i) is or becomes generally available to the public other than as a result of a disclosure by Recipient, (ii) becomes available to Recipient on a non-confidential basis from a source other than the Company or Investment Banker, (iii) was already in Recipient's possession prior to the date hereof and which was not obtained from the Company or Investment Banker, or (iv) was independently developed by the Recipient.
5. The Parties acknowledge the Information disclosed herein is proprietary or trade secrets and in the event of any breach, either Party shall be entitled to seek injunctive relief as a cumulative and not necessarily successive or exclusive remedy to claim for monetary damages.
6. This agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns.
7. Each Party acknowledges that this Agreement is a valid and legally binding obligation that has been executed by an authorized representative. A copy of this Agreement transmitted via facsimile, bearing the signature (or e-signature) of one or both Parties shall be deemed to be of the same legal force and effect as an original of the Agreement bearing such signature(s) as originally written by such one or both Parties.
8. This agreement expires upon one year of the date of execution of this document.

In witness of this, the Investment Banker and the Recipient have executed this Agreement as of the day and year first written above.

Signature: _____

Three Twenty-One Capital Partners: _____

Print Name: _____

Date: _____

Date: _____

Email: _____

Phone: _____

