



SUMMER 2018

Bankruptcy Sale

Arcon Properties - Industrial Real Estate

Arcon Homes - Modular Construction M&E

GEOGRAPHIC LOCATION:

SELINGROVE, PA



Parcel #	Acreage	Improvements
1	14.58	Plant 1: 50,000 SF Cabinet Shop: 12,000 SF
2	15.01	Main Office - 18,000 SF Plant 2 - 50,000 SF Garage - 5,000 SF
3	20.29	Vacant Land
Total	49.88	135,000 SF

DEAL HIGHLIGHTS:

- Turn-Key Modular Construction Plant
- Flexible §363 Auction Bidding
 - Real Estate
 - M&E
 - Both

BACKGROUND

Three Twenty-One Capital Partners (3-21) is the exclusive investment banker representing Arcon Properties, LLC ("PROPERTIES") and the exclusive investment banker (pending court approval) representing Arcon Homes, LLC (HOMES), collectively ARCON.

3-21 is selling the assets of ARCON via a Chapter 11 §363 Sale (Case nos. 1:18-bk-00212 & 1:18-bk-00213, jointly administered) September 17th, 2018. PROPERTIES and HOMES, collectively, were assets formerly used in the manufacturing of modular construction projects. These assets can be purchased together, as a turn-key modular construction operation, or separately. Qualifying bids are due by 12:00 PM on September 13th.

ARCON PROPERTIES

PROPERTIES owns the real estate located at 195 Airport Road Selingsrove, PA 17870. The property consists of three parcels of industrial zoned land and contains five buildings totaling ~135,000 SF under roof. The buildings include one 18,000 SF office, two 50,000 SF modular home

manufacturing plants, one 12,000 SF cabinet manufacturing shop and one 5,000 SF garage.

ARCON HOMES

HOMES owns machinery and equipment used in the manufacturing of modular buildings, trucks, fork lifts, small tools, FF&E, office equipment, and work in process. The book value of the machinery and equipment is \$1.5 MM.

OPPORTUNITY OVERVIEW

PROPERTIES and HOMES are selling all assets in a §363 sale auction to be conducted September 17th. Qualifying bids are due by 12:00 PM on September 13th. Interested parties can bid on the assets of PROPERTIES and HOMES together or separately. Stalking horse protections may be available to a buyer that moves quickly.

ADDITIONAL DETAILS

A detailed list of assets and access to the ARCON data room is available upon request. Please contact 3-21 to arrange access or for more information.

DEAL TEAM CONTACTS:

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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 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: _____

