



FALL 2018

Aftermarket Motorcycle Parts Distributor Seeks Acquiror

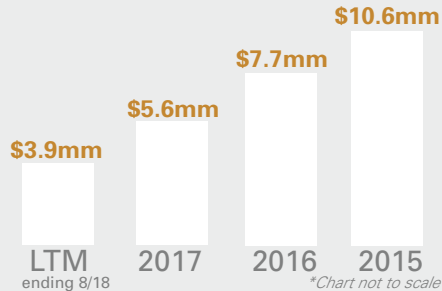
(Corporate Carve-Out)

GEOGRAPHIC LOCATION:

CALIFORNIA



REVENUE:



INDUSTRY:

Aftermarket Motorcycle Parts Distribution

COMPANY HIGHLIGHTS:

- 48 Year-Old Highly-Recognizable Brand
- Large Dealer Network
- Multi-Billion Dollar Parts & Repair Market Expected to Grow through 2023

COMPANY OVERVIEW

Founded in 1970, as a motorcycle repair and customization shop, the Company developed into one of the leading distributors of motorcycle parts for Harley-Davidson Motorcycles.

The Company distributes Harley Davidson aftermarket motorcycle parts through a network of over 1,800 dealers in North America. Parts

are primarily used for the customization and repair of Harley-Davidson motorcycles, but are also used to build custom

motorcycles. The Company designs and distributes products under both Company-owned brands and products from top manufacturers like Freedom, National Cycle, and Arlen Ness. The Company's brand is highly-recognizable among motorcycle enthusiasts.

BACKGROUND

In 2008, the Company was acquired by a foreign motorcycle parts manufacturer. The Company grew significantly but took on significant debt to support that growth.

Additionally, the parent company recently refocused efforts towards US manufacturing, and further away from its North American distribution business. The Company has become an orphaned division and the parent company is seeking a sale of the business unit.

CURRENT SITUATION

Due to changing priorities within the parent, the Company has significantly reduced marketing spend over the last three years and most recently has reduced its workforce.

The parent company is seeking to carve-out this distribution division through a sale of the assets. Three Twenty-One Capital Partners is running an **expedited sale process** to find an acquiror.

DEAL HIGHLIGHTS

- Expedited Process
- Corporate Orphan

FOR MORE INFORMATION

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

DEAL 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, 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: _____

