



FALL 2018

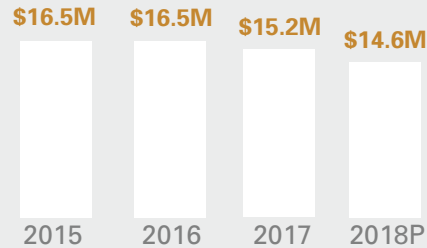
Apex Xpress, Inc., Delivery and Logistics Company Seeks Immediate Acquiror/Equity Partner

GEOGRAPHIC LOCATION:

SECAUCUS, NJ



REVENUE:



INDUSTRY:

Long Distance & General Freight, Logistics and Copier Delivery & Installation

COMPANY HIGHLIGHTS:

- Blue Chip Customer Base
- Ideally Located
- 84 Years Experience Delivering to NYC
- Reputation for Quality Service

BACKGROUND

Three Twenty-One Capital Partners (3-21) is the exclusive investment banker representing Apex Xpress, Inc. ("Apex"). The Company filed for Chapter 11 Bankruptcy protection in the District of New Jersey (Case No. 18-13134) on February 16th, 2018. 3-21 is seeking acquirors or investors for the business.

An increase in the cost of business together with litigation related to the withdrawal liabilities from the Teamsters Union's Pension Fund led to the bankruptcy filing.

COMPANY OVERVIEW

Apex Xpress, formerly known as Apex Trucking, started as a one-man operation for the McGraw Hill Book Company in 1934. Through three generations of family ownership, Apex grew into one of the pre-eminent copier delivery and installation companies on the East Coast. Apex delivers and installs copiers for industry leaders such as Xerox and Canon in the New York, New Jersey, Massachusetts, Maryland, Washington, DC and Florida markets.

In addition to the copier delivery business, Apex

operates a flatbed delivery service, catering to construction sites and other customers in need of side unloading. Flatbed deliveries include scaffolding, loads too wide or heavy for a liftgate, or sites where cranes are used for unloading.

The Company operates from its 60,000 sq. ft. leased headquarters in Secaucus, NJ. A team of fifty-two (52) union drivers and six (6) contractors deliver and install copiers. Three (3) owner/operators and nine (9) contractors deliver for the flatbed service. Both services are supported by a non-union warehouse staff and management team.

The Company attained revenues of \$15.2mm in 2017 and projects revenues of \$14.6mm for 2018. The Company operates a fleet of 53 owned and leased trucks.

CURRENT SITUATION

Ownership would like to see this 84-yr-old company emerge from Bankruptcy, recapitalized and well positioned for the future. Three Twenty-One Capital Partners is running an expedited process to find an acquiror or investor. Sign the attached Confidentiality Agreement for access to the Apex Confidential Information Presentation and Data Room.

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: _____

