



FALL 2018

Hauser Estate; Producer of Jack’s Hard Cider, Hauser Estate Wines, and Purveyor of Hauser Estate Tasting Rooms Seeks Immediate Sale

GEOGRAPHIC LOCATION:

BIGLERVILLE, PA

INDUSTRIES:

Hard Cidery, Winery (Tastings & Retail) & Event Venue

DEAL HIGHLIGHTS:

- Bankruptcy Sale
- Bid Deadline: 11/23/2018
- Auction 11/29/2018

COMPANY HIGHLIGHTS:

- Established Regional Hard Cider Brand
- Vertically Integrated Cider & Wine Production
- Production Facility with Beautiful Event Venue & Retail Outlet

BACKGROUND

Three Twenty-One Capital Partners (3-21) is the exclusive investment banker representing Hauser Estate (“Hauser”). Hauser is a vertically integrated Hard Cider producer, winery and retail tasting/event venue manager.

COMPANY OVERVIEW

Hauser is ideally located in the heart of “apple-country” in Adams County, PA. Hauser leases a beautiful winery/hard cider production facility and event venue atop rolling hills in Biglerville, PA. Hauser also operates a tasting room in downtown Gettysburg. A Pennsylvania liquor license will convey with the sale of the business assets.



Hauser manufactures Jack’s Hard Cider, made with apples picked from local orchards, pressed, fermented and canned on site. Jack’s sells through a series of distributors in Pennsylvania, New York, New Jersey, Ohio and Maryland. Hauser produces Hauser Estate Wines onsite as well, using grapes

from their leased vineyard as well as locally sourced grapes. Hauser sells Jack’s Hard Cider and Hauser Estate Wines through their two retail locations in Biglerville and downtown Gettysburg, PA.

Hauser reached peak sales of \$3.4 mm in 2017. Capital constraints routinely impacted Hauser’s ability to scale production and grow sales effectively. Wine sales have always trailed hard cider sales, as the company historically focused on the Jack’s Hard Cider brand and wine sales were relegated to their two retail locations.

CURRENT SITUATION

Amidst cash constraints, the company filed for Chapter 11 Bankruptcy protection in the Middle District of Pennsylvania (Case No.: 1:18-bk-03201-RNO) on July 31st, 2018. 3-21 is selling Hauser via an expedited Chapter 11 §363 Sale. Interested parties should contact 3-21 immediately to arrange for additional information and/or a tour of the facility. Qualified bids are due November 23, 2018 with proposed auction on November 29, 2018.

A full Confidential Information Presentation and Secure Data Room is available to parties that sign the attached Confidentiality Agreement.

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: _____

