

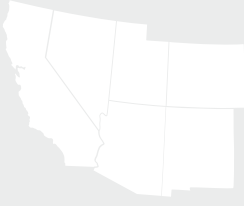
WINTER 2019

# Pediatric Urgent Care Operator Seeks Acquiror

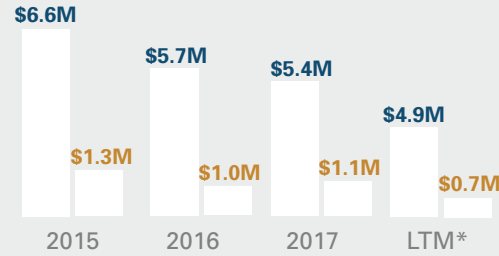


## GEOGRAPHIC LOCATION:

SOUTHWEST U.S.



## ANNUAL REVENUE & PRE-CORPORATE EBITDA:



\*LTM = Last 12 mos. ending Sept. 2018

## INDUSTRY:

Urgent Care Centers

## COMPANY HIGHLIGHTS:

- Network of five (5) pediatric-focused urgent care centers
- 1/4 the cost of an E.R. visit
- Highly-replicable model poised for expansion in a large, growing market
- Low send-out rate of 3% (97% are seen)

## COMPANY OVERVIEW

Founded in 2004, the Company offers high quality after-hours pediatric urgent care through five locations in the Southwestern United States. In its fourteen years of operation, the Company has developed a strong pediatric regional market niche in the urgent care industry. The Company's business of after-hours urgent pediatric care is a great alternative to the costly treatment provided in over-crowded emergency rooms. The treatment of children at the Company's centers is faster and materially lower in cost when compared to a trip to the ER, without a reduction in care. Children, parents, doctors and insurance companies benefit from the efficiency of the Company's pediatric-focused, after hours model.

The Company is poised to capitalize on the growing, \$28B urgent care market. The center's model is highly-replicable nationwide. Recent increases in the number of insured patients, growing demand for cost-effective care and lack of compelling alternatives provide new ownership with the perfect environment to grow revenue and profitability.

The Company's five current locations were opened between 2004 and 2010 in the Southwestern

United States. The company has seen on average 50,000 visitors per year and has provided care through over 650,000 patient visits since opening its doors in 2004.

## CURRENT SITUATION

The Company is owned by a successful neonatologist who does not have the time to fully focus on the business due to his other commitments. In addition, the competitive environment in the region has grown, requiring additional commitment to the business. Current ownership believes that the pediatric urgent care centers could run more profitably and better serve the community under different ownership/management. 3-21 is running a sale process to find new ownership.

**Every Child Should Have a Medical Home**

## FOR MORE INFORMATION

Please complete and return a signed Confidentiality Agreement (CA) on the next page for access to additional information. The signed CA can be emailed to [ca@321capital.com](mailto:ca@321capital.com) or faxed to:

## 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 \_\_\_\_\_, 2019 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: \_\_\_\_\_

