



SPRING 2019

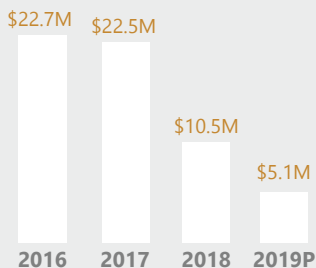
# Healthy Frozen Dessert Company Seeks Acquiror/Investor

## GEOGRAPHIC LOCATION:

WEST COAST U.S.



## REVENUE:



## INDUSTRY:

Ice Cream & Frozen Novelties/Health Foods

## COMPANY HIGHLIGHTS:

- Established brand with attractive demographic base
- Long-standing retail and distributor partnerships
- Large and growing market opportunity
- Strong consumer appeal - GMO Free, Dairy Free, Low Glycemic, Gluten Free and Fat Free/Low Fat options
- Brand is expandable into other categories

## COMPANY OVERVIEW

Founded in 2010, the Company offers a range of branded, delicious light and dairy-free frozen treats that are low in fat and calories. The Company has built a strong presence in the healthy and low-calorie frozen desserts space, with products including light ice cream and non-dairy ice cream. The Company is committed to selecting only clean ingredients, never using sugar alcohols or artificial ingredients. The Company's line-up includes gluten-free, non-dairy, non-GMO and low-glycemic option frozen desserts. Products are available nationwide through a large network of distributors and retailers.

The Company has funded the growth of the business organically, with no outside capital, and achieved gross margins of over ~50% historically. The Company has developed an efficient supply chain ready to support growth, with an established network of strategic partners for all supply chain segments, including ingredients/flavor systems, packaging

and production. All items are produced at gold-standard co-packing facilities for a set fee per pint, after which all products are shipped directly to cold storage and then to distributors' and retailers' warehouses.

## CURRENT SITUATION

After nine years of building the brand and establishing a national footprint, the Company is pursuing strategic alternatives. The company recently made significant efforts to rationalize the customer base to profitable and high-quality customers. Three Twenty-One Capital Partners is running an expedited sale process to find an investor or acquiror.

- **Strong Gross Margins**
- **Established Brand**
- **Large Addressable Market**

## FOR MORE INFORMATION

Please sign and return the Confidentiality Agreement on the next page for additional information and return by email to [ca@321capital.com](mailto:ca@321capital.com) or fax to 443-320-9225.

## DEAL CONTACTS (443) 325-5290

Erik Endler X202  
Head of Consumer  
Senior Managing Director  
[Erik@321capital.com](mailto:Erik@321capital.com)

Devin Hudgins X205  
Senior Vice President  
[Devin@321capital.com](mailto:Devin@321capital.com)

Tim Zahrobsky X203  
Managing Director  
[Tim@321capital.com](mailto:Tim@321capital.com)

Ryan Oleski X219  
Vice President  
[Ryan@321capital.com](mailto:Ryan@321capital.com)

Peter Gagnon X208  
Analyst  
[Peter@321capital.com](mailto:Peter@321capital.com)



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 \_\_\_\_\_ 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: \_\_\_\_\_

