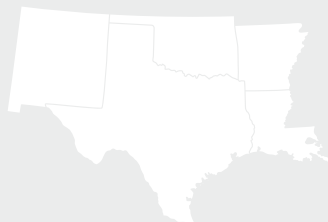




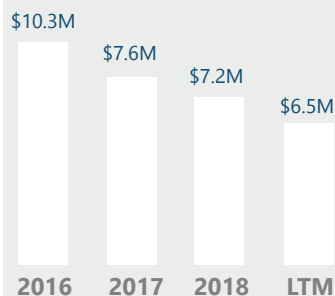
SUMMER 2019

Structural Glazed Brick & Glazed Tile Co. Seeks Acquirer

HEADQUARTERS LOCATION:
SOUTH CENTRAL UNITED STATES



REVENUE



INDUSTRY:

Construction Materials Manufacturing

COMPANY HIGHLIGHTS:

- 150+ Years in Business (Founded in 1837)
- Large North American Footprint
- Three Well-Known Brand Names
- Established Architectural Acceptance and Distribution Channels

COMPANY OVERVIEW

The Company is a market leader in manufacturing masonry and thin tile products, with nearly 150 years of heritage. A high brand awareness among commercial architects, designers, and the national dealer and distribution channels has created loyalty to the product and allowed the Company to maintain strong gross margins.

Operating out of two owned manufacturing plants in the Southern and Western United States, the Company mines clay and manufactures two well-known, highly-regarded brands of brick and tile products. A third brand of high-end ceramic tile is owned by the Company, but is not currently in production. Products manufactured include full-bed glazed bricks, glazed ceramic blocks, glazed thin bricks, fire bricks, and high-end porcelain tiles. The Company's range of brick and tile products serve a wide range of commercial and residential building applications.

The Company's products are specified into many building projects domestically and internationally. One-third of revenue is derived from repair work to existing structures that use the Company's products. The Company, with its highly experienced glaze lab and over one thousand colors, is the only manufacturer in North America

capable of completing repair work to their previously installed brick and tile.

CURRENT SITUATION

Working capital constraints have caused the Company to be unable to fully satisfy high product demand, properly mine clay, or adequately maintain the building and equipment at the manufacturing plants. Despite a strong backlog and insulated niche product demand, the Company is seeking an immediate sale. Three Twenty-One Capital Partners (3-21) has been retained as the exclusive investment banker representing the Company. 3-21 is running an expedited sale process to identify buyers and solicit offers for the business.

\$3M+ Backlog of Orders

Over \$9M of Book Value

On-Site Clay Mining

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 or faxed to: 443-320-9225.

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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 July, 2019 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: _____

