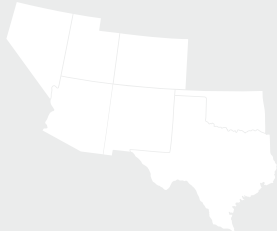
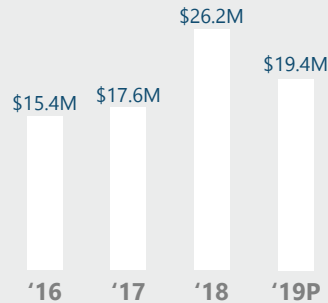


# Outdoor Power Equipment Co. Seeks Acquirer

**HEADQUARTERS  
LOCATION:**  
**SOUTHWEST  
UNITED STATES**



## REVENUE



## INDUSTRY:

Outdoor Power Equipment

## COMPANY HIGHLIGHTS:

- 5 Well-Known Brands
- Intellectual Property
- \$6M of Inventory
- Established, Blue-Chip Customer Base

## COMPANY OVERVIEW

The Company is a leading designer and provider of branded and private label outdoor power equipment products. The Company's products include: Log Splitters, Chippers, Shredders, Grinders, String Trimmers, Mowers, Compactors, Cultivators, Tillers, Snow Blowers, Generators, Post Hole Diggers, Augers, Chain Saws, Leaf Blowers and Pumps. The products are primarily gas-powered, with several available in Lithium-Ion battery-powered versions. The Company's products are primarily targeted at consumers, but they have also developed products in some of these categories for commercial users.

In addition, the Company also provides Hitches, Linkage, Hardware, Accessories, Gates, Fencing, Sprockets, Pulleys, Chains, Pumps, Hoses, Jacks, Augers and Barrows for the Ranch and Farm markets and trolling motors, augers, shelters and accessories for the ice-fishing market.

Time Sensitive

Stalking Horse Opportunity

Flexible Deal Structure

The Company designs and engineers its products in cooperation with its factory suppliers, but maintains ownership of the intellectual property rights and tooling. The Company's sophisticated designs and engineering are sought after by customers, consumers and competitors. In fact, the Company provides private label products for leading consumer product companies and retailers. However, most products are sold under the Company's four owned brands targeted at consumers and one owned brand targeted at commercial users.

The Company's customers include big box home improvement retailers, online stores, mass merchants, farm stores and warehouse

clubs. Products and parts are sourced from factories all over the world. The Company distributes all of their products from the Company's 150,000 sq. ft. leased facility in the USA. This facility is also used for assembly for some of the Company's products. The Company also enjoys a profitable replacement parts business, supporting products sold since the Company's founding in 2012.

The Company experienced substantial growth from \$1.5M in revenue in 2013 to \$26M in the 2018 and has been profitable each year. The original forecast for 2019 projected nearly \$50M in revenue. Unfortunately, The Company's largest supplier experienced financial difficulties, leading to a material disagreement with the Company and subsequent major disruption in the Company's supply chain. The Company spent the last six months rebuilding that supply chain. The Company will file bankruptcy soon, as litigation surrounding that supplier has become cumbersome.

## CURRENT SITUATION

Ownership believes the best path forward for the Company is a sale of the business, in whole or in parts through a 363 sale process. 3-21 is running an expedited process to find a stalking horse for the 363 sale process. The Company believes that if properly funded, they will be able to recapture lost sales and be a \$50M revenue business in 2020.

## FOR MORE INFORMATION

Please complete and return a signed Confidentiality Agreement (CA) on the next page for access to the Confidential Information Presentation and supporting Virtual Data Room. The signed CA can be emailed to [ca@321capital.com](mailto:ca@321capital.com).

## DEAL CONTACTS (443) 325-5290

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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 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: \_\_\_\_\_

