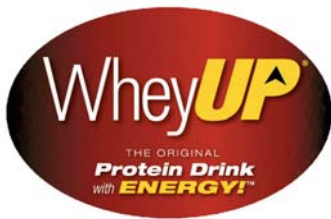


*Acquisition/
Investment Profile*

The Original Protein Drink with Energy

- **First to Market new concept in the Sports Drinks Segment – combination of Whey Protein and Energy in a non-carbonated drink**
- **Initially targeted toward fitness enthusiasts**
- **Company is experiencing cross over demand in the carb conscious diet group with 1 gram of carbs and 20 grams of protein, 90 calories, 0 sugar, 0 fat**
- **Customers include Ralphs Grocery California (140 stores) GNC top (200 stores) and Hi-Health (54 stores) International Distribution Australia, Canada**
- **Rapid growth, with “break out” potential**
- **Finalist for the prestigious 2008 Best New Dairy Brand Award from the Global Dairy Congress**



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Global Beverage Solutions
John Blackington

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<http://qbsgrowthpartners.com/>

Small, rapidly growing beverage company is seeking a strategic investor to provide growth capital to fund continued expansion. Company already has meaningful distribution in the nutrition segment and with a major grocery chain in California.

The Company is looking for a strategic investor who will allow the Company to maintain majority ownership and control during this entrepreneurial period. A strategic investor is granted a future call option on the remaining shares at a predetermined multiple. The strategic investor gains access to rapidly developing trends and new products with a nimble, low-cost, market-sensitive R&D arm. A strategic partner could very quickly increase their opportunity to enter this new segment with minimal investment and risk. A strategic investor interested in this space could build on the Company's strong early success and provide access to infrastructure, distribution capability, product expertise and other resources with minimal investment in time and capital. Our Client has engaged MidMarket Capital/GBS Global Beverage Solutions to locate a strategic investor that could capitalize on their unique new beverage niche and the enthusiastic acceptance from the fitness drink market and the crossover acceptance from the diet conscious market to drive business to become the new brand leader in this segment. Visit the Web Site <http://www.wheyup.com/>

We are representing this Company to your firm as part of an offering to a select group of qualified investors. MMC specializes in mergers, acquisitions, financing and divestitures of privately held middle market businesses. No reproduction, in whole or part of this Confidential Acquisition/Investment Profile may be made without prior written permission of MMC.

Client No. 080219

Market Opportunity

WheyUP expects to tap into a portion of the thriving energy drink market, fitness drink market and to appeal to the diet and weight loss market.

Energy drinks began as a significant category in the USA in 1997 with the introduction of Red Bull, the current market leader. By 2001, the energy drink market had grown to nearly \$400 million per year in retail sales, and then exploded. Over the next 5 years, the energy drink market grew an average of more than 50% per year, totaling more than \$3 billion by 2005. Diet energy drinks grew at nearly twice that rate within the category, as did 16-ounce sized energy drinks. In 2006, the energy drink market rose to \$4 billion and industry analysts predict it will surpass \$10 billion by 2010.

The fitness market is also growing at an unprecedented rate, as more people become health conscious. According to the Market for Sports Food and Drinks report published in October 2005, “the combined sports food and drink category grew an impressive 48% between 2000 and 2005, one of the highest growth rates among all food and beverage categories.” The company is very encouraged by the use of the product for diet and weight loss – crossing into that \$35 billion market.

Growth Plan

The Strategic Investor can immediately realize benefits from an ownership interest in this organization. The Company has already done the “heavy lifting” - i.e. developed superior-quality, unique, innovative, product, **AND** has already secured substantial shelf distribution with a major retail grocery chain and with the top national and the top local nutritional and health products chain. The unique "Smart Equity" model provides the following benefits:

1. Create access to a large funnel of developing technology and products.
2. Creates a very nimble, market sensitive, product development or R&D arm.
3. Minor resource allocation to the autonomous operator during his “skunk works” market proving development stage.
4. Diversify your product development portfolio – because this approach provides for a relatively small investment in a greater number of opportunities fueled by the entrepreneurial spirit, they greatly improve the probability of creating a winner.
5. By investing early and getting an equity position in a small company and favorable valuation metrics on the call option, you pay a fraction of the market price to what you would have to pay if you acquired the company once it had achieved mass distribution.

Additional growth capital will allow the Company to substantially expand sales by:

1. Promoting existing distribution
2. Funding additional new distribution of existing product lines
3. Aggressively pursuing the diet and health conscious market segment
4. Hiring additional sales, merchandising and marketing staff
5. Developing and launching innovative new products (“i.e. be “first to market”)

SALES HISTORY*

	2007	2008	2009	2010
SALES	\$77,000*	\$579,000	\$2,314,000	\$9,257,000

*Launched in April 2007 with 75% of sales in the local Phoenix Market. Initial orders from Ralphs will start to hit beginning in March of 2008. The GNC relationship is in its infancy.

Client No. 080219



MidMarketCapital, Inc.

STANDARD CONFIDENTIALITY AGREEMENT AND BUYER QUESTIONNAIRE

This Confidentiality Agreement will confirm our mutual understanding in connection with Mid Market Capital (MMC) providing, and your receipt of, Information regarding the number-designed Company listed below as ("The Company").

Information means all oral or written data, reports, records or materials ("Information") obtained from MMC or The Company, including the name, address and type of business of The Company, the knowledge that The Company may be considering a sale, or even the fact that information has been provided. Information shall not include, and all obligations as to non-disclosure by the undersigned shall cease to any part of, such information to the extent that such information (i) is or becomes public other than as a result of acts by the undersigned; (ii) can be shown was already known to the undersigned at the time of its disclosure hereunder; (iii) is independently obtained by the undersigned from a third party having no duty of confidentiality to The Company; (iv) is independently developed by the undersigned without use of any Information supplied hereunder; or (v) is obligated to be disclosed pursuant to applicable law, regulation or legal process.

Information is being furnished solely in connection with your consideration of the acquisition of The Company and shall be treated as "secret" and "confidential" and no portion of it shall be disclosed to others, except to those of your employees and agents whose knowledge of the Information is required for you to evaluate The Company as a potential acquisition and who shall assume the same obligations as under this Agreement. The undersigned hereby assumes full responsibility for the compliance of such employees or agents to the terms of this Agreement.

The undersigned further agrees that it will not interfere with any business of The Company through the use of any Information or knowledge acquired under this Agreement nor use any such Information for its own account.

It is understood that The Company is the intended party and beneficiary whose rights are being protected and may enforce the terms of this Agreement as if it were a party to this Agreement.

All Information shall be promptly returned or destroyed, as directed by us or The Company.

It is understood that (a) no representation or warranties are being made as to the completeness or accuracy of any Information and (b) any and all representations and warranties shall be made solely by The Company in a signed acquisition agreement or purchase contract and then be subject to the provisions thereof.

The undersigned acknowledges the responsibility to perform a due diligence review at its own cost and expense prior to any acquisition.

The respective obligations of the parties under this Agreement shall survive for a period of two years following the date hereof.

1. For this particular prospect, I am inquiring on behalf of:

the operating company named below myself as the principal
 myself as a principal with others as an agent on behalf of _____

2. Are you now, or have you been, in the same business or market as the company about which you are inquiring?

Are: Yes No Have been: Yes No

Name of Individual: _____ Title: _____
(Please Print) (Please Print)

Organization: _____ Address: _____

(City) (State) (Zip)

Telephone: _____ Fax: _____ Date: _____

Signature: _____
(Authorized Representative)