

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
Greenbelt Division**

IN RE:

BANNER GLASS, INC.

Debtor.

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Case No.: 16-19233-TJC

Chapter 11

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**MOTION FOR ENTRY OF AN ORDER: (I) APPROVING AUCTION AGREEMENT;
(II) AUTHORIZING THE SALE OF THE DEBTOR’S ASSETS FREE AND CLEAR OF
ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS; (III) APPROVING THE
FORM AND MANNER OF THE NOTICE; AND (IV) GRANTING RELATED RELIEF**

Banner Glass, Inc., Debtor and Debtor-in-Possession, by and through undersigned counsel, pursuant to sections 105 and 363 of Title 11 of the United States Code, for entry of an order in substantially the form annexed hereto as Exhibit D: (I) Approving Auction Agreement (the “Agency Agreement”) with Tiger Commercial and Industrial (“Tiger”) and Marcus & Millichap Real Estate Investment Services Inc. (“Marcus”) (the “Auction Firm”) and the Debtor’s Execution of and Performance under Such Agreement; (II) Authorizing the Sale of Substantially all of the Debtor’s Assets Free and Clear of all Liens, Claims, Encumbrances and Interests Pursuant to the Agency Agreement; (III) Approving the Form and Manner of the Notice of this Motion; and (IV) Granting Related Relief. In support of this Motion, the Debtor respectfully states as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue of this case and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

2. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A), (M), (N) and (O).

3. The statutory predicates for the relief sought herein are 11 U.S.C. §§ 363, 365, 1146, Rules 2002, Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Local Rules 6004-1 and 6006-1.

Factual Background

4. On July 8, 2016 (the “Petition Date”), the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code. The Debtor is managing its property as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. On August 8, 2016, an Official Committee of Unsecured Creditors was appointed and is constituted.

6. Prior to the Petition Date, the Debtor owned and operated an auto, residential and commercial glass installation business in Maryland and Virginia. Other than liquidating its assets through this Chapter 11 case, the Debtor is no longer conducting business operations.

A. The Debtor’s Assets

7. The Debtor's assets consist primarily of office furniture and equipment, vehicles,¹ intellectual property,² vendor list, customer list,³ telephone number(s), and inventory (the “Personal Property”). The Debtor also owns real property located at 305 Industrial Court, Leesburg, Virginia, 20175 (the “Real Property”). The Personal Property and the Real Property are collectively referred to herein as the “Assets”.⁴

¹ The Debtor owns 34 vehicles.

² The Debtor’s intellectual property consists of the domain name, trademark and website.

³ The customer list consists of business customers, such as body shops and automobile repair shops, and does not include consumer personally identifiable information.

⁴ The Auction Firm is in the process of assembling the Debtor’s Assets in preparation for the Auction. Prior to the Auction, the Auction Firm will provide a comprehensive list of the Assets to be sold. The list of Assets will be

8. The Real Property consists 6,396 square feet of commercial space situated on approximately .47 acres of land. The Debtor previously operated a retail location out of the Real Property. Substantially all of the Debtor's inventory and equipment is located at either the Real Property, or is being assembled at the Debtor's leased premises in Ellicott City, Maryland. The Debtor, through the Auction Firm, has, to the extent possible, assembled all the Assets prior to the Auction at the Real Property and the Debtor's Ellicott City location.

B. Claims

9. Other than outstanding personal property taxes in an amount believed to be less than \$10,000.00, the Real Property is owned free and clear. The Personal Property is also owned free and clear, with the exception of three (3) vehicles that have modest liens in the aggregate amount of approximately \$15,000.00.

10. In the aggregate, the Debtor scheduled approximately \$890,000.00 of general and priority unsecured claims.

C. The Marketing Process

11. Prior to the Petition Date, the Debtor experienced significant financial issues. As a result, the Debtor was unable to continue to pay wages, suppliers and vendors and consequently, unable to continue as a going concern. The Debtor, in its business judgment, determined that it was in the best interests of its estate, creditors and parties-in-interest to liquidate the Debtor's Assets and wind-down the Debtor's affairs in an orderly process under chapter 11 of the Bankruptcy Code.

12. The Debtor and the Auction Firm are seeking potential acquirers of the Debtor's business and/or its Assets, including, a stalking horse bidder. The Debtor obtained several

available on the Auction Firm's web site at www.tigergroupllc.com. In the meantime, a list of inventory and equipment is available upon request to Debtor's counsel or through the Auction Firm.

unsolicited bids from various liquidators/auctioneers offering to purchase some of the Debtor's Assets or act as an agent for the Debtor in the liquidation of its Assets. Based upon Debtor's discussions with various constituents, the Debtor has determined that engaging an auctioneer to act as the Debtor's exclusive agent charged with selling the Debtor's Assets is the most effective method to wind down the Debtor's operations, generate the maximum value for stakeholders and bring about an expeditious completion of the Debtor's bankruptcy case.

13. The Debtor believes, in the exercise of its business judgment that the proposal received from the Auction Firm to act as Debtor's exclusive agent to sell the Debtor's Assets on the terms and conditions set forth in the Agency Agreement is in the Debtor, its creditors and estate's best interests. Accordingly, subject to the Court's approval of the terms of the Agency Agreement and of the consummation of the transactions described therein, the Debtor entered into the Agency Agreement with the Auction Firm.⁵ A copy of the Agency Agreement is attached hereto as Exhibit A.

14. As set forth below, the Debtor requests that the Court approve the terms of the Agency Agreement as well as the process by which the Debtor seeks to complete the liquidation sales described therein, both of which are summarized below.

Proposed Appointment of an Agent to Sell the Debtor's Assets

15. Subject to the Court's approval, the Debtor has agreed on a definitive form of Agreement with Tiger and Marcus to sell substantially all of the Debtor's Assets pursuant to the

⁵ The Debtor will supplement this filing with an Executed copy of the Agency Agreement.

terms of the Agency Agreement, attached hereto as Exhibit A.⁶ A summary of the salient terms of the Agency Agreement is included below.⁷

The Tiger Agreement:

- a. The Debtor has agreed to appoint Tiger as its exclusive agent for the limited purpose of selling the Debtor's Personal Property, as provided in the Agency Agreement;
- b. Tiger has agreed to prepare the Personal Property for Auction, including the cataloging and inventorying of Auction lots and the publishing of Auction advertising, in anticipation of the auction date.
- c. Tiger shall receive as its compensation for services rendered to Debtor in the event of sales rendered through live, online or sealed bid auctions, a Buyers' Premium of 18%;
- d. Tiger shall advance and Debtor shall be responsible to reimburse costs incurred by Tiger in preparing for and conducting the sale. Tiger anticipates the budget for setup preparation and removal supervision and marketing to be approximately \$35,000. Additional costs may be required and shall be presented and approved by the Debtor prior to expenditure. After the conclusion of the Auction, the Debtor shall file a line with the Court apprising creditors and parties-in-interest of the total aggregate expenses, which expenses shall be subject to notice and an opportunity for hearing;
- e. Without further bankruptcy court approval, Tiger shall be authorized to deduct its compensation, costs, sales tax collected, and all other approved expenses authorized by the Agency Agreement from the proceeds of the sale and deposit the remaining proceeds of the sales into the Debtor's debtor-in-possession account;

⁶ The Agency Agreement consists of two components: (i) the Agreement between the Debtor and Tiger with respect to the Auction of the Personal Property; and (ii) the Agreement between the Debtor and Marcus with respect to the Auction of the Real Property.

⁷ This summary of the Agency Agreement is provided for the benefit of the Court, potential purchasers, and other parties-in-interest. The Agency Agreement is attached hereto as Exhibit A, and incorporated herein by reference. To the extent of any conflicts between this summary and the Agency Agreement, the terms of the Agency Agreement shall govern. Capitalized terms used but not otherwise defined in this summary shall have the meanings set forth in the Agency Agreement.

The Marcus Agreement:

- a. The Debtor has agreed to appoint Marcus as its exclusive agent for the limited purpose of selling the Debtor's Real Property, as provided in the Agency Agreement;
- b. The Real Property is located at 305 Industrial Court, Leesburg, Virginia 20175 (approx. 6,396 square feet);
- c. The Real Property will be listed at a reserve price acceptable to the Auction Firm and the Debtor, in consultation with the Committee.
- d. Marcus has agreed to use its best efforts to promote and conduct the auction in consultation with Tiger in order to obtain the best and highest bid. In the event the Real Property does not sell at the Auction, Marcus has agreed to continue to market the Real Property in accordance with the Real Property listing agreement. In exchange, the Auction Firm has agreed to accept as compensation a commission of eight percent (8%) of the gross purchase price, which will be shared with Tiger, with Marcus receiving six percent (6%) and Tiger receiving two percent (2%).

16. The Debtor believes that the terms of the Agency Agreement are fair, reasonable and equitable and represent the most effective and efficient way for the Debtor to maximize the value of the Assets.

Bid Procedures

17. The Auction shall be conducted on terms and conditions to be advertised. The following procedures are intended to be a summary of the bid procedures and the Debtor, with the consent of the Auction Firm, reserve the right to amend the bid procedures without further Court approval, provided that such amended bid procedures be filed with the Court and served on all creditors, parties-in-interest, and those parties that have expressed an interest in the Debtor's Assets as promptly as possible in light of the circumstances giving rise to the modification (the "Modified Bid Procedures"). To the extent that the Modified Bid Procedures conflict with the Bid Procedures described below, the Modified Bid Procedures shall govern.

18. The Auction is expected to be conducted on or about September 20, 2016. The Auction is expected to be conducted at the Real Property and one or more of the Debtor's leased premises, and via a live internet webcast where bidders can present bids on-line.

a. Auction. The Auction shall be conducted in person and via live-webcast. The Auction is expected to be held on or about September 20, 2016, and is expected to be held at the Real Property and the Debtor's leased premises at 8726 Baltimore- National Pike, Ellicott City, MD 21043. The Auction shall be governed by the following procedures, which, in the discretion of the Debtor and Auction Firm, may be modified:

- i. The Auction for the Personal Property Assets shall be without limit and without reserve. The Auction for the Real Property shall be subject to a reserve price in the discretion of the Debtor and the Auction Firm;
- ii. The sale to any bidder shall be "as is, where is" and any bidder shall be responsible for all required licensor approvals, if applicable;
- iii. Bidding increments shall be determined at the sole discretion of the Auctioneer at the time of the sale;
- iv. Bids shall not contain any due diligence or financing contingencies of any kind;
- v. Bidders will be required to sign a terms and conditions of sale and provide an entrance deposit to participate in the Auction;
- vi. Personal Property Bidders shall be required to maintain a deposit on all successful bids in an amount equal to 25% of their cumulative successful bids ("Good Faith Deposit");
- vii. The sale of the Debtor's Personal Property Assets shall be offered in individual lots, as well as in group lots. Bidders on group lots shall compete against individual lot bidders. In each instance, Tiger shall evaluate the group lot bid, compare it to the aggregate of the individual bids, and award the sale to the higher of the two, provided the higher bid exceeds the lower bid by at least 10%. Such award of bid shall occur immediately upon the close of bids, without further Court approval;
- viii. Bidders shall pay a 18% buyers' premium on all Personal Property sales;
- ix. Successful Personal Property Bidder(s) shall, within 24 hours of the Auction, provide payment in full for their purchases by cash, certified funds, wire transfer or credit card (credit cards are accepted for purchases up to \$10,000 only);

- x. In the event the Successful Bidder fails to consummate the sale as a result of Successful Bidder's default or breach, the Debtor shall retain the Good Faith Deposit as liquidated damages and be free to enter into a new agreement with the Back-up Bidder without the need for an additional hearing before, or order of, the Court; and
 - xi. The Real Property will be offered at the Auction subject to a reserve to be announced prior to the Auction. Successful Real Property bidders shall be required to maintain a deposit on all successful bids in an amount equal to 10% of the successful Real Property bid. Closing on the Real Property shall occur within thirty (30) days of the Auction.
19. A copy of the proposed Bid Procedures is attached hereto as Exhibit B.
20. The proposed procedures outlined above and attached hereto as Exhibit B

carefully balance the Debtor's interests in maximizing the value of its Assets. Further, the Debtor submits that the proposed Bid Procedures are fair and reasonable under the circumstances of this case and are reasonably calculated to induce potentially interested parties to submit offers for the Assets while at the same time avoiding the expense and delay of a lengthy auction process, thereby ensuring that maximum value is recovered for the Debtor's estates.

Impact of the Sale on Unsecured Creditors

21. After the sale of the Debtor's Assets, the Debtor will no longer conduct business, and shall take all necessary steps to wind down its business affairs.
22. Other than real property taxes, the Real Property is believed to be owned by the Debtor free and clear of liens. The Personal Property is also believed to be owned free and clear, but for liens against three (3) vehicles in the aggregate amount of approximately \$15,000.00. After payment of allowed secured claims and allowed administrative claims, all unsecured creditors holding allowed claims shall be paid on a pro-rata basis pursuant to a liquidating plan of reorganization.
23. Any Assets that the Debtor is unable to sell will, subject to Court approval, be abandoned.

24. While the Debtor can offer no guarantees, the Debtor anticipates, based on information currently known, a recovery to general unsecured creditors of between 70% and 100%.

Relief Requested

25. Accordingly, the Debtor requests (i) the entry of the proposed order substantially in the form attached hereto as Exhibit C, approving the relief requested herein, including specifically the approval of the Debtor's entry into the Agency Agreement with Tiger and Marcus, and authorizing the Debtor to continue to sell the Assets pursuant to the Bid Procedures, subject to the terms and conditions of the Agency Agreement.

Approval of the Transactions Set Forth in the Agency Agreement is Appropriate

26. Pursuant to Section 363(b)(1) of the Bankruptcy Code, after notice and a hearing, a debtor-in-possession may use, sell or lease property of the estate other than in the ordinary course of business. This Court has held that transactions should be approved under Section 363(b)(1) of the Bankruptcy Code when they are supported by a sound business reason. *In re Naron & Wagner, Chartered*, 88 B.R. 85, 87 (Bankr. D. Md. 1988). *See also Committee of Equity Security Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983); *In re Chateaugay Corp.*, 973 F.2d 141 (2d Cir. 1992); *In re Gulf State Steel, Inc. of Alabama*, 285 B.R. 497, 514 (Bankr. N.D. Ala. 2002). In reviewing such a proposed transaction, courts should give substantial deference to the business judgment of the debtor-in-possession. *See e.g., Esposito v. Title Inc. Co. of Pa. (In re Fernwood Mkts)*, 73 B.R. 616, 621 n.2 (Bankr. E.D. Pa. 1987).

27. The test of whether a sound business purpose exists is comprised of the following four elements:

- (a) A sound business reason or emergency justifies the sale;
- (b) Adequate and reasonable notice of the sale was provided to interested parties;
- (c) The sale has been proposed in good faith; and
- (d) The purchase price is fair and reasonable.

In re WBQ Partnership, 189 B.R. 97, 102 (Bankr. E.D. Va. 1995).

28. The proposed retention of the Auction Firm and an Auction of the Debtor's Assets reflects the exercise of the Debtor's sound business judgment and a proper exercise of its fiduciary duties. A sound business purpose exists for consummating a transaction along the lines set forth in the Agency Agreement; namely, that the proposed Sale as set forth herein represents the most efficient way to maximize the value of the Debtor's Assets. Moreover, the Debtor submits that the notice attached hereto as Exhibit D constitutes adequate and proper notice of the Motion, the proposed transaction and Bid Procedures, reasonably calculated to give parties who are realistically likely to be bidders the opportunity to submit bids.

29. The terms of the Agency Agreement have been negotiated at arm's length and in good faith, resulting in a fair and reasonable consideration to the Debtor's estates. Accordingly, the Debtor believes that approval of the Agency Agreement and the relief requested in this Motion and the proposed Auction is in the best interests of the Debtor's creditors, estate and other parties in interest, and should be approved. See *In re Naron & Wagner, Chartered*, 88 B.R. at 87; *In re Lionel Corp.*, 722 F.2d at 1071; *In re Gulf State*, 285 B.R. at 514.

The Transaction Satisfies the Requirements of Section 363(f)

30. Under Bankruptcy Code section 363(f), a debtor-in-possession may sell property of a debtor's estate free and clear of any lien, claim or interest in such property if, among other things:

1. applicable nonbankruptcy law permits sale of such property free and clear of such interest;
2. such [lienholder] consents;
3. such interest is a lien and the price at which such property is sold is greater than the aggregate value of all liens on such property;
4. such interest is in bona fide dispute;
5. such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f). Because section 363(f) is drafted in the disjunctive, satisfaction of any one of its five requirements will suffice to approve the sale of the assets free and clear. *See* 11 U.S.C. § 363(f); *see also In re Wolverine Radio Co.*, 930 F.2d 1132, 1147 n.24 (6th Cir. 1991).

31. The Debtor submits that a sale free and clear of all pledges, liens, security interests, claims, charges, options and interests (collectively, "Interests") thereon and there against is appropriate under the circumstances because one or more of the conditions of section 363(f) will be satisfied. Specifically, the Debtor expects that the sale price of the Assets will exceed the value of all liens on the Assets; accordingly, 363(f)(3) will be satisfied.

32. With regard to the holders of any other Interests in the Assets which object to the Motion, the Debtor submits that one or more of the other subparagraphs of Section 363(f) would apply and allow the Debtor to execute the Agency Agreement and to sell the Assets free and clear of such Interests.

33. For the avoidance of doubt, the sale of the Assets to any bidder shall be “as is, where is” and any bidder shall be responsible for all required licensor approvals, if applicable.

The Bid Procedures Should be Approved

34. The Proposed Bid Procedures, as may be modified, will assist the Debtor in maximizing the return for its Assets by providing for a competitive Auction.

35. Approval of the expense reimbursement such as that contained in the Agency Agreement has become an established practice in chapter 11 cases. The expense reimbursement is an actual and necessary cost and expense of preserving the Debtor’s estate, of substantial benefit to the Debtor’s estate and a necessary inducement for, and a condition to, the Auction Firm’s entry into the Agency Agreement.

36. In this case, the Auction Firm seeks only reimbursement of their actual and necessary costs to prepare and market the Auction. The Expense Reimbursement sought is estimated to be up to \$35,000.00. Though unexpected, additional actual and necessary expenses, if required, are expressly subject to approval by the Bankruptcy Court. The Debtor believes that the proposed expense reimbursement is appropriate under the circumstances of this case and shall be paid from the proceeds of the Sale.

37. The Debtor submits that the Proposed Bid Procedures, as may be modified, will not chill bidding, are reasonable and their approval will enable the Debtor to maximize the value of its estate. Thus, the Proposed Bid Procedures, as may be modified, should be approved. For the avoidance of doubt, modifications by the Debtor and the Auction Firm to the Bid Procedures may be made without further Court approval.

Abrogation of the Fourteen Day Stay

38. Bankruptcy Rule 6004(h) provides, “An order authorizing the use, sale or lease of property other than case collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” Fed. R. Bankr. P. 6004(h). The Debtor submits that, given the nature of the proposed transaction, the fact that the business is not operating and value in the Assets is dissipating, cause exists for the court to exercise its discretion and abrogate the 14-day stay provided for by Rule 6004(h).

Waiver of Memorandum of Points and Authorities

39. The Debtor respectfully requests that this Court treat this Motion as a written memorandum of points and authorities or waive any requirement that this Motion be accompanied by a written memorandum of points and authorities as described in Local Bankruptcy Rule 9013-1(G).

WHEREFORE, the Debtor respectfully request that this Court enter an Order, substantially in the form attached hereto as Exhibit C, (I) approving Auction Agreement with Tiger Commercial and Industrial and Marcus & Millichap Real Estate Investment Services, Inc. and the Debtor’s execution of and performance under such agreement; (II) authorizing the sale of all of substantially all of the Debtor’s assets free and clear of all liens, claims, encumbrances and interests pursuant to the Agency Agreement; (III) approving the form and manner of the notice of this Motion; and (IV) granting such other and further relief as is just and appropriate.

Dated: August 19, 2016

Respectfully submitted,

MCNAMEE, HOSEA, JERNIGAN, KIM
GREENAN & LYNCH, P.A.

/s/ Steven L. Goldberg

James M. Greenan (Fed. Bar No. 08623)
Steven L. Goldberg (Fed Bar No. 28089)
6411 Ivy Lane, Suite 200
Greenbelt, Maryland 20770
Telephone: (301) 441-2420
Facsimile: (301) 982-9450
sgoldberg@mhlawyers.com
jgreenan@mhlawyers.com
Attorneys for Debtor

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of August, 2016, a true and correct copy of the foregoing Motion for Entry of an Order (I) Approving Auction Agreement with Tiger Commercial and Industrial and Marcus & Millichap; (II) Authorizing the Sale of the Debtor's Assets Free and Clear of all Liens, Claims, Encumbrances and Interests; (III) Approving the Form and Manner of Notice; and (IV) Granting Related Relief has been furnished by first class mail, postage prepaid, or via electronic transmission to:

Office of the United States Trustee
Lynn Kohen, Esquire
6305 Ivy Lane
Suite 600
Greenbelt, Maryland 20770

Joseph P. Corish
Andrea Campbell Davison
Bean Kinney & Korman, P.C.
2300 Wilson Blvd.
7th Floor
Arlington, VA 22201

Brooke Schumm, III
Daneker, McIntire, Schumm, Prince, Manning & Widmann, P.C.
One N. Charles Street, Suite 2450
Baltimore, MD 21201

The Twenty Largest Creditors identified below:

Glass Distributors, Inc.
3800 Kenilworth Avenue
Bladensburg, MD 20710

Pilkington North America, Inc.
P.O. Box 403690
Atlanta, GA 30384

Nash Events
c/o Conti, Fenn & Lawrence, LLC
36 S. Charles Street
Suite 2501
Baltimore, MD 21201

Pittsburgh Glass Works, LLC
PGW Auto Glass
27253 Network Place

Chicago, IL 60673

Benefitmall
P.O. Box 418742
Boston, MA 02241-8742

Bank of America
P.O. Box 15796
Wilmington, DE 19886-5796

7900 Fenton Street, LLC
c/o James Michael
Managing Member
20808 Layton Ridge Drive
Gaithersburg, MD 20882

Comptroller of Maryland
Compliance Division
301 West Preston Street, Room 409
Baltimore, MD 21201

Linton Shafer Warfield & Garrett, PA
201 Thomas Johnson Drive
Frederick, MD 21702-5388

Trulite Glass and Aluminum Solutions
P.O. Box 935480
Atlanta, GA 31193-5480

V-Sullyfield Properties, IV, LLC
Parke Long Business Center, LLC
9101 Gaither Road
Gaithersburg, MD 20877

906 Crain Highway, LLC
c/o James Michael
20808 Layton Ridge Drive
Gaithersburg, MD 20882

Cardinal Shower Enclosures
c/o Hoskin & Muir Inc.
4798 Shepaherdsville Road
Louisville, KY 40218

Bernard Wager
4300 Saint Paul St.

Baltimore, MD 21218

Scott M. Gourley
27 West Main Street, #2
Berryville, VA 22611

SunTrust Bank
P.O. Box 791250
Baltimore, MD 21279-1250

Universal Premium
P.O. Box 923928
Norcross, GA 30010

Robert Ripley, Jr.
2201 Mystic Lane
Glennville, PA 17329

The Town of Leesburg, Virginia
P.O. Box 9100
Leesburg, VA 20177-0910

Virginia Department of Taxation
P.O. Box 1777
Richmond, VA 23218-1777

/s/ Steven L. Goldberg
Steven L. Goldberg

This Agreement is entered into effective this 26 day of July, 2016, between Banner Glass Inc. "Company") and Tiger Commercial and Industrial ("Agent"), each a "Party" and collectively the "Parties".

Section 1. Purpose of Agreement. Company hereby retains Agent to act as its exclusive agent to sell the Equipment, Inventory, and Real Property Assets of Company, including but not limited to those items listed on the attached Exhibit 'A' (hereinafter referred to as the "Assets") at a publicly marketed sale (hereinafter referred to as the "Sale(s)"). Agent hereby agrees to use its professional skill, knowledge and experience to the best advantage of both Parties, but makes no representations or warranties regarding the outcome of the Sale, except to the extent as may be provided for in this Agreement. The real property listing agreement is included as Exhibit B to this Agreement.

Section 2. Title to the Assets. Company shall be responsible to file such notices and/or comply with such legal processes, as may be required to ensure that Agent, as agent of the Company, shall have the right to convey all Assets to purchasers free and clear of any liens, judgments or encumbrances whatsoever. Company shall be responsible to disclose any UCC-1 filings, which exist that encumber the Assets subject to this Agreement, as well as any leases, which exist on any of Company's Assets. If applicable, Company shall provide written documentation to Agent that authorizes the terms of this Agreement for any Assets secured by a UCC-1 financing statement.

Section 3. Location Of Assets. The Assets are located at the sites listed on Exhibit C, collectively referred to as the "Premises".

Section 4. Date and Time of Sale. Agent shall schedule the Sale date to occur on or about September 13, 2016 (the "Sale Date").

Section 5. Manner of Sale. Company hereby authorizes Agent to sell the Assets, in whole or in part, at live, online and/or sealed bid auction(s), and/or private sale(s) to the highest bidder thereof. Agent shall conduct the Sale in a manner intended to maximize recovery given the expedited time frame necessary to vacate the Premises. Agent shall have complete authority to conduct the Sale in the manner, and utilizing the methods, that Agent deems, in its professional judgment, to be appropriate and in the best interest of Company. Company hereby agrees that it will not effectuate any sale of the Assets on its own without utilizing the services of Agent in connection therewith.

Section 6. Operations and Private Sales. Agent acknowledges that Company has ceased business operations and is winding down its operations. Agent will market assets for bulk private sale or through sealed bid auction through September 13, 2016. All sales through this period will be a collaboration between Agent and Company in order to (i) not disrupt the operational wind down and (ii) ensure efficient transfer/transition of the Assets to buyer; in particular working capital and intellectual property assets. All sales during the Continuing Operations Period outside of the ordinary course of business will require the approval of Company.

Section 7. Sale Process. Agent is hereby authorized by Company to be its sole and exclusive agent to sell the Assets. Upon execution of this Agreement, Company will turn over all sales or negotiations for sales of the Assets to Agent, as well as all contact information for parties that have expressed interest in the Assets to Company. Except as set forth in this Agreement, Company agrees not to remove any Assets from the Sale for any reason after execution of this Agreement. With the exception of the real property, the sale shall be without reserve. Agent shall be authorized to accept, as Company's agent, cash, cashiers' checks, guaranteed checks, Visa, MasterCard and American Express as payment for the Assets sold. Agent shall be responsible to collect, report, and remit sales tax collected during the Sale(s). Company shall be the principal party in interest for the sale of all Assets. Upon full payment for the Assets by purchaser, Company hereby authorizes Agent to execute on its behalf, all bills of sale, receipts and other documents necessary to transfer title to the Assets as well as to provide Company's federal employer identification number to purchasers, their agents, customs officials or similar parties for the limited purpose of completing a Shipper's Export Declaration form or any documentation reasonably necessary to facilitate the respective purchaser's export of the Assets. Agent shall not be responsible for any purchaser that fails to live up to its obligation to complete a purchase of any of the Assets

Section 8. Compensation. The following shall define Agent's fees ("Compensation"):

- a. Agent and Company agree to the following commission: 0% of Sale Proceeds.
- b. Agent shall charge a Buyers' Premium on all Sales at a rate of 18%. The Buyer's Premium will be added to each buyer's invoice and paid directly to Agent by buyers. The Buyer's Premium shall not be considered part of the sale proceeds or property of the Company, but rather as Agent's Compensation.

Section 9. Sale Costs. Agent shall also be entitled to reimbursement for all sale related expenses (hereinafter referred to as "Costs") incurred by Agent in preparing for and conducting the sale, including labor, marketing, supplies and other related costs. Agent shall not be entitled to reimbursement for Costs in excess of \$35,000 without prior authorization from Company. All expenses shall be documented in Agent's final settlement package provided to Company. The following expenses have not been included in the Costs and are not deemed a responsibility of Agent: environmental cleanup, occupancy costs, personal property insurance, data backup, removal and/or destruction (if applicable).

Section 10. Allocation of Sales Proceeds. Agent is authorized to deduct Compensation, remaining Costs due Agent, Sales Tax & Buyers' Premium Collected and all other funds authorized by this Agreement from the proceeds of the Sale and deposit the remaining proceeds of the Sales (hereinafter referred to as "Net Income") into Agent's segregated trust account. To comply with bulk sale laws, thirty (30) days following the completion of Agent's Sale related activities, Agent shall provide Company with an accounting of the Sale income and expenses along with its remittance of the Net Income. All funds due to Agent under the terms of this Agreement shall be paid

to Agent before any payment in satisfaction of any security interest, lien, or encumbrance against the Assets or the proceeds thereof.

Section 11. Taxes. Company warrants that now, and at the time of sale, there shall be no taxes due to any government entity, which may cloud Agent's ability to convey free and clear title to the Assets, including personal property taxes, payroll taxes, income taxes, etc. To the extent any such taxes are due, Company is responsible for obtaining an order from the Bankruptcy Court to sell Company's Assets free and clear of all liens, claims and encumbrances. Company further indemnifies and holds Agent harmless from any claims made against Agent for the payment of taxes related to the Assets, with the exception of sales taxes collected by Agent during the sale, for which Agent shall be solely responsible for the collection, reporting, and payment of.

Section 12. Insurance. To the extent possible, until such time as title to and possession of any Asset is delivered to each sale purchaser, Company shall obtain and thereafter maintain full fire, vandalism, burglary, theft and liability insurance on the Assets in an amount not less than the full insurable value of the Assets and shall name Agent as an additional insured. In the event of a loss, Agent shall be paid from any claim for funds due under the terms of this Agreement. To the extent that Company elects not to insure the Assets, Company assumes full responsibility for all associated risks of loss, including Agent's costs and compensation.

Section 13. Use of the Premises. Company shall be solely responsible to make arrangements with the landlord to provide the Premises for purposes of (i) storing the Assets, (ii) preparing for and conducting the Sale thereupon, and (iii) otherwise exhibiting the Assets. Company shall not charge Agent any rent, storage fees, utilities or any other fees associated with Agent's use of the Premises. Company shall provide adequate utilities to the Premises (including power, telephone, internet, security, and trash services) at Company's sole expense, so as to allow Agent (i) to demonstrate and exhibit the Assets to any prospective purchaser and (ii) to conduct the Sale. Notwithstanding any other term of this Agreement to the contrary, Company's obligations to Agent under this Section shall commence upon the execution of this Agreement and shall terminate, unless otherwise extended by the Parties, on the below defined termination date. Company understands that Agent's duties defined herein are time sensitive. Company shall ensure Agent's representatives are provided with reasonable access to the Premises to facilitate: (i) sale preparation, (ii) buyer inspections and (iii) Asset removal.

Section 14. Advertising; Disclaimers of Warranties; Etc. Agent shall have sole authority to advertise the Sale. Company shall not place or arrange for any advertising without Agent's approval as to content. To the extent allowable by law, Company hereby authorizes Agent: (a) to use Company's and Company's name and logo, without additional consideration from Agent, in promotional materials pertaining to the Sale; and (b) to state both in its advertising of the Sale and at the Sale that all Assets are being sold, "AS IS, WHERE IS, AND WITH ALL FAULTS," and otherwise to include any disclaimers of warranty, including but not limited to disclaimers of the warranties of merchantability and fitness for a particular purpose or use. Company hereby acknowledges and agrees that Agent: (a) has no knowledge with respect to, and has no obligation to investigate, the merchantability or fitness for any particular purpose or use of any of the Assets; and (b) has no duty to comply with the relevant provisions of the secured transaction laws (if applicable), including but not limited to the delivery of any requisite

notice to third parties, as it is Company's responsibility to ensure that every aspect of the Sale shall be commercially reasonable (if applicable).

Section 15. Company's Obligations. Company shall seek to facilitate the following, where applicable, in such timeframes as necessary to support the time sensitive nature of the Sale: (i) executed Agreement, (ii) access to the Premises, (iii) sale authorization from secured parties; (iv) vehicle keys and executed vehicle title documentation, (v) purging any Assets of any fluids, gasses, hazardous materials, and (vi) removal of all sensitive data.

Section 16. Removal of Sensitive Information. Company acknowledges that certain materials located at the sites may be of sensitive or personal nature (e.g., books and records, computer data, etc.). Agent shall not be responsible for the proper retrieval, storage and/or destruction of any personal or sensitive materials. Company (and not Agent) shall be responsible to remove from the Premises and offices all paperwork, personal effects, and sensitive materials. This includes removing sensitive data from the computers and hard drives to be sold; however, in no case should any data pertaining to the Company's intellectual properties be destroyed or removed from the premises (including, but not limited to, customer and vendor lists, trademarks, sales history, and related items), if intellectual property is included in the Assets to be sold.

Section 17. Hazardous Materials. Agent has no obligation whatsoever to purchase, sell, make, store, handle, treat, dispose, generate, transport or remove any HAZARDOUS SUBSTANCES that may be located at the Premises or otherwise associated with the Assets. Agent shall have no liability to any party for any environmental action brought (i) because the Assets were involved in, or are somehow related to, the storage, handling, treatment, disposition, generation, or transportation of HAZARDOUS SUBSTANCES or (ii) in connection with any remedial actions associated with the Assets or the Premises. Company (and not Agent) shall be responsible to remove from the Premises all HAZARDOUS SUBSTANCES from Assets to be sold prior to Agent's preview of the Assets to prospective Buyers.

The term "HAZARDOUS SUBSTANCES" means, collectively, any chemical, solid, liquid, gas, or other substance having the characteristics identified in, listed under, or designated pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C.A. 9601(14), as a "hazardous substance," (ii) the Resource Conservation and Recovery Act, 42 U.S.C.A. 6903(5) and 6921, as a "hazardous waste," or (iii) any other laws, statutes or regulations of a government or political subdivision or agency thereof, as presenting an imminent and substantial danger to the public health or welfare or to the environment or as otherwise requiring special handling, collection, storage, treatment, disposal, or transportation.

Section 18. Term of Agreement: Removal of Sold Assets. The rights and obligations of the Parties under this Agreement shall terminate upon the completion of the Sale of all the Assets by Agent, the removal of the sold Assets following the Sale and/or the abandonment of such sold Assets by Buyers, and satisfaction of the Parties respective payment obligations to one another as set forth herein ("Termination Date").

Section 19. Condition of Premises. Agent's services involve the orchestration of a sales and marketing effort of the Assets, on behalf of Company. Agent is not a cleaning, demolition, data destruction or hazardous waste company. Following Agent's completion of the Sale, it shall endeavor to leave the premises in a clean and orderly condition, as allowable within the budget allocated for the Sale and based upon the availability of sufficient trash containers provided by Company. However, under no circumstances shall Agent be responsible for i) removal of unsold items, ii) removal of items abandoned by Buyers, iii) trash and debris of the Company or resulting from the removal process, iv) Company paperwork, v) hazardous materials. As a term of sale between Agent and its Buyers, Agent compels Buyers to remove all of their purchased items and leave the Premises clean of all trash and debris resulting from their efforts. Further, Agent takes steps to enforce these terms of sale. These terms also include Buyer's acknowledgment of Company's and Landlord's rights to pursue Buyer for its failure to fulfill its purchase obligations.

Cancellation.

- a. **Sale Cancellation.** In the event the Sale is cancelled for any reason, other than Agent's failure to perform, failure of the Bankruptcy Court to approve this Agreement, or in the event revenues from the Sale are seized or frozen by legal action, Company shall guarantee performance of its obligations under the terms of this Agreement, including reimbursement of Costs incurred up through the date of cancellation, Agent's retention of any Buyers' Premium received prior to cancellation and a Sale cancellation fee of \$25,000. However, in no event shall a Sale cancellation nullify Company's obligations to Agent in the event Company successfully transacts a sale of the Assets within 12 months of the date of this Agreement, in which case Company shall be responsible to reimburse Agent for Costs incurred and to pay the higher of an amount equal to its Compensation or the Cancellation Fee.
- b. **Asset Cancellation.** In the event Agent is unable to fulfill delivery of a sold Asset to a Buyer by no fault of Agent, Agent shall have been deemed to have fulfilled its responsibilities of this Agreement and shall, therefore, be entitled to an amount equal to its compensation on the sold Asset.
- c. **Damages.** Because the nature of this engagement involves Agent's public promotion of a Sale, any cancellation of a Sale after it has been promoted may result in reputational damages to Agent. Therefore, the cancellation provisions of this Agreement are intended to address events that might occur outside the control of the Company, not to permit the Company to cancel the Sale at its discretion. Furthermore, Company hereby acknowledges that once an item has been offered for sale by auction (i.e. bidding has opened for an item), there are no circumstances under which the item may be removed from the Sale without Agent's consent.

Section 20. Representations of Agent. Agent represents and warrants to Company that:

- a. The person executing this Agreement on behalf of Agent is authorized to do so.
- b. The terms of this Agreement are binding upon and enforceable against Agent.

Section 21. Indemnifications By Agent. Agent hereby indemnifies, defends and agrees to hold harmless the Company and the Company's officers agents and employees from and against any and all claims, demands, liabilities, judgments, damages, settlements, costs and expenses (including but not limited to court costs and attorneys fees) that may be sustained or incurred by the Company as a result of Agent's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained in this Agreement.

Section 22. Representations of Company. Company represents and warrants to Agent that:

- a. The person executing this Agreement on behalf of the Company is authorized to do so.
- b. The terms of this Agreement are binding upon and enforceable against Company.
- c. To the best of Company's knowledge, Company now holds, and at the time of sale shall hold, good and marketable title to the Assets.
- d. To the best of Company's knowledge, none of the Assets infringe upon or violate (or contain any parts or components which infringe upon or violate) any third party's copyright, patent, trademark, trade secret or other proprietary rights.
- e. To the best of Company's knowledge, none of the Assets or any components thereof, or related software or technology requires a U.S. Government license for export from the United States to countries other than those which are subject to comprehensive embargoes or support for terrorism, except those notated with their respective Export Control Classification Numbers on the Exhibit "A"

Section 23. Indemnifications By The Company. Company hereby indemnifies, defends and agrees to hold harmless Agent and Agent's officers, agents and employees from and against any and all claims, demands, liabilities, judgments, damages, settlements, costs and expenses (including but not limited to court costs and attorneys fees) that may be sustained or incurred by Agent as a result of (i) Company's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained in this Agreement (ii) any failure of Company to pay to its employees any wages, salaries or benefits due to such employees during or after the Sale, (iii) any consumer warranty or products liability claims relating to the Assets, or (iv) any liability or other claims asserted by customers, creditors, any of Company's employees, or any other person or entity against Agent.

Section 24. Limitation of Liability. Notwithstanding any of the terms of this Agreement to the contrary, Agent's maximum liability for (i) any breach of Agent's covenants, agreements and/or indemnifications set forth herein, and (ii) any and all damages of any type or nature whatsoever, whether in contract, tort or

otherwise, that *may* be sustained by the Company or any other person or entity that arises from or is otherwise related to this Agreement or the Sale and which is in excess of any applicable insurance coverage shall be limited to the aggregate amounts actually received by Agent as compensation under this Agreement.

Section 25. Binding Obligation; Assignment. This Agreement shall be binding upon the Parties hereto and their respective successors and assigns. Neither Party may assign its interest in this Agreement without the prior written consent of the other Party.

Section 26. Final Agreement. This Agreement, and any and all (i) exhibits that are attached hereto and made a part hereof, and (ii) side agreements, letter agreements and amendments, if any, that are executed by the Company and Agent, contains the final and entire agreement and understanding and any terms, and conditions not set forth in this Agreement (or in such exhibits, side agreements, side letter agreements and amendments) are not part of this Agreement and the understanding of the Parties. The Parties have participated jointly in the negotiation and drafting of this Agreement and, in the event of any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise by the virtue of the authorship of any provision of this Agreement. This Agreement may be amended or altered only in writing, signed by the Party to be bound by the change or alteration.

Section 27. Time. Time is strictly of the essence of this Agreement.

Section 28. Number, Gender and Captions. As used herein, the singular shall include the plural and the plural may refer to the singular. The use of any gender shall be applicable to all genders. The captions contained herein are for purposes of convenience only and are not a part of this Agreement.

Section 29. Partial Invalidity. If any term, covenant or condition of this Agreement or its application to any person or circumstances shall be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected, and each term shall be valid and enforceable to the fullest extent permitted by law.

Section 30. Force Majeure. Notwithstanding any of the terms of this Agreement to the contrary, Agent shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Agreement and the Termination Date shall be extended accordingly, if Agent (i) is unable to conduct the Sale, (ii) determines that the Sale should be postponed, or (iii) otherwise is unable to fulfill its obligations hereunder due to or because of any: (a) strike or lockout; (b) civil commotion, war-like operation, invasion, rebellion, terrorist act, hostilities, military or usurped power, sabotage, or governmental regulation or control; or (c) hurricane, tornado, flood, mudslide, fire, act of God, or any other cause that is beyond the control of Agent.

Section 31. Technology Disclaimer. Agent does not warrant that the functions, features or content contained in Agent's website (including any third party software, products or other materials used in connection

with its website) or any third party website used by Agent, will be timely, secure, uninterrupted or error-free, or that defects will be corrected.

Section 32. Notices. Any notice required or permitted by or in connection with this Agreement, without implying the obligation to provide any such notice, shall be in writing and shall be made by facsimile (confirmed on the date the facsimile is sent or by one of the other methods of giving notice provided for in this Section) or by hand delivery, by Federal Express, or other similar overnight delivery service, or by certified mail, unrestricted delivery, return receipt requested, postage prepaid, addressed to the respective Party at the appropriate address set forth below or to such other address as may be hereafter specified by written notice by the respective Parties. If notice is tendered pursuant to the provisions of this Section and is refused by the intended recipient thereof, the notice shall be considered to have been given.

If to the Company:

Attn: Steven L. Goldberg
6411 Ivy Lane, Suite 200
Greenbelt, MD 20770
Telephone: 301-441-2420
Email: sgoldberg@mhlawyers.com

If to Agent:

Tiger Commercial & Industrial
99 Park Ave.; 19th Floor
New York, NY 10016
Attention: Andy Babcock
Telephone: 212.315.1748
Email: ababock@tigergroup.com

Section 33. No Partnership; Etc. Agent is not in any way or for any purpose a partner of, joint venturer with, or an investor or member of any enterprise with, the Company in the conduct of the Company's business, or otherwise. This Agreement establishes a relationship solely between a Company and an Agent as to certain services that are to be rendered.

Section 34. Jurisdiction. This Agreement shall be interpreted under and in accordance with the laws of the State of New York.

In witness thereof, the Parties hereto have executed this Agreement on this ____ day of _____, 2016.

Company:

Agent:

Tiger Commercial & Industrial

By: _____

By: _____

TABLE OF EXHIBITS

EXHIBIT	Title
A	Personal Property Assets
B	Real Estate Listing and Auction Agreement
C	List of Locations

Exhibit A

Personal Property Assets

Banner Glass

Vehicles All Locations	\$207,700.00
Equipment All Locations	\$14,500.00
TOTAL ASSETS	\$222,200.00

ASSET ID	YEAR	MFG	MODEL	TYPE	NOTES	LOCATION
753	2006	GMC	Sierra	Pickup	Poor	Glen Burnie
776	2012	Ford	Fusion	4 Door		Glen Burnie
775	2011	Ford	F-250	Pickup	W/ Glass Racks	Glen Burnie
773	2010	Ford	E-150	Van		Glen Burnie
763	2007	Ford	E-150	Van		Glen Burnie
770	2010	Ford	Focus SE	4 Door		Ellicott City
780	2013	Ford	F-150 XL	Pickup	W/ Toolbox	Ellicott City
678	1999	Ford	E-150	Van	Poor	Ellicott City
778	2011	Ford	E-250 Super Duty	Van		Ellicott City
782	2013	Ford	E-150	Van		Ellicott City
781	2013	Ford	F-150 XL	Pickup	W/ Toolbox	Rockville
779	2011	Ford	E-250 Super Duty	Van	W/ Glass Racks	Rockville
786	2014	Ford	Transit Connect	Van		Rockville
					W/ Glass Racks, Dents	
783	2013	Ford	E-250 Super Duty	Van		Rockville
785	2104	Ford	Transit Connect	Van		Rockville
774	2011	Ford	E-250 Super Duty	Van		Rockville
682	1999	Chevrolet	C-3500	Pickup	W/ Glass Racks	Rockville
777	2011	Ford	F-150 XL	Pickup		Silver Spring
771	2010	Ford	Transit Connect	Van		Silver Spring
755	2007	GMC	Savana	Van	W/ Glass Racks	Silver Spring
758	2007	Ford	F-150 XL	Pickup	W/ Toolbox	Silver Spring
726	2002	Ford	E-150	Van		Silver Spring
757	2007	Ford	F-150 XL	Pickup		Oxon Hill
747	2005	GMC	Savana	Van	W/ Glass Racks	Oxon Hill
692	2000	Ford	E-250	Van		Oxon Hill
718	2002	Ford	F-150 XL	Pickup		Oxon Hill
764	2007	Ford	E-150	Van		Chantilly
759	2007	GMC	Sierra	Pickup		Chantilly
673	1999	Ford	E-250	Van	W/ Glass Racks	Chantilly
784	2013	Ford	F-150 XL	Pickup	W/ Toolbox	Leesburg
728	2003	Ford	F-250 Super Duty	Pickup	W/ Glass Racks	Leesburg
769	2009	Ford	F-150 XL	Pickup	W/ Toolbox	Leesburg
733	2003	GMC	Savana	Van		Leesburg
767	2007	Ford	E-250	Van	W/ Glass Racks	Leesburg

QUANTITY	DESCRIPTION	LOCATION
1	Lot Tools Consisting of: Air Compressor, TPI Industrial Fan, Assorted Ladders, Hydraulic Floor Jack, Ridgid 12" Mitre Saw, Skilsaw Table Saw, Dewalt Cut-Off Saw, Shop Vacs, 8" Bench Grinder, Lawnmower, Sommer & Mala Wet Belt Abrasive Sander, 5 Speed Tabletop Drill Press	Glen Burnie
1	Lot Glass Inventory Consisting of Windshields, Tempered Glass, Flat Glass, Mirrored Glass, & Aluminum Frame Pieces	Glen Burnie
1	Lot Showroom/Offices Consisting of Checkout Counter, Desks, Chairs, HP Computers, Printers, Fax Machine, Plotter	Glen Burnie
1	Lot Tools Consisting of Wet Belt Abrasive Sander, Hitachi Mitre Saw, Ladders, Kerosene Heater, Delta 8" Bench Grinder, Shop Vacs, Lawn Equipment	Ellicott City
1	Lot Glass Inventory Consisting of Windshields, Tempered Glass, Flat Glass, Mirrored Glass, & Aluminum Frame Pieces	Ellicott City
1	Lot Showroom/Offices Consisting of Checkout Counter, Desks, Chairs, HP Computers, Printers, Fax Machine, Paper Shredder	Ellicott City
1	Lot Tools Consisting of Kobalt 80 Gal. 4.5 HP Vertical Air Compressor, DeWalt Radial Arm Saw, DeWalt Mitre Saw, Chicago 10' Brake, Pedestal Fan, Table Saw, Shop Vacs, Dollies, Carts, Handtruck, Utility Cabinets, Bench Vise, Pallet Jack, Glass Storage Racks, Wet Belt Abrasive Sander, Vacuum Glass Worktable, Tool Box	Rockville

QUANTITY	DESCRIPTION	LOCATION
1	Lot Glass Inventory Consisting of Windshields, Tempered Glass, Flat Glass, Mirrored Glass, & Aluminum Frame Pieces	Rockville
1	Lot Showroom/Offices Consisting of Checkout Counter, Desks, Chairs, HP Computers, Printers, Fax Machine, Plotter, Microwave Oven, Toshiba Phones, Glass Topped Conference Table, Sofa & Loveseat	Rockville
1	Lot Tools Consisting of Husky 7 HP 60 Gal. Vertical Air Compressor, Pedestal Fans, Battery Charger, Bench Vises, Bench Grinder, Sommer & Maca Wet Belt Abrasive Sander, Shop Vacs, Cordless Caulking Guns, Hand Tools, Ladders	Silver Spring
1	Lot Glass Inventory Consisting of Windshields, Tempered Glass, Flat Glass, Mirrored Glass	Silver Spring
1	Lot Showroom/Offices Consisting of Checkout Counter, Desks, Chairs, HP Computers, Printers, Fax Machine, Lobby Furniture, NEC Phones, File Cabinets	Silver Spring
1	Lot Tools Consisting of Ingersoll Rand 5 HP Vertical Air Compressor, Wet Belt Abrasive Sander, Hand Tools, Shop Vac, Bench Grinder, Tool Boxes	Oxon Hill
1	Lot Glass Inventory Consisting of Windshields, Tempered Glass, Flat Glass, Mirrored Glass	Oxon Hill
1	Lot Offices Consisting of Desks, Chairs, File Cabinet, Printers, Television, HP Plotter	Oxon Hill

QUANTITY	DESCRIPTION	LOCATION
1	Lot Tools Consisting of Wet Belt Abrasive Sander, Hand Tools, Porter Cable 7 HP Vertical Air Compressor, Pedestal Fans, Shop Vacs, Ladders, Bench Grinder, Bench Vise, Glass Racks	Chantilly
1	Lot Glass Inventory Consisting of Windshields, Tempered Glass, Flat Glass, Mirrored Glass	Chantilly
1	Lot Offices Consisting of Desks, Chairs, File Cabinet, Printers, LG Television, HP Computer, Plotter, Fax Machine	Chantilly
1	Lot Tools Consisting of Wet Belt Abrasive Sander, Hand Tools, Battery Charger, Inductor Glass Blaster, Ridgid Mitre Saw, Handtruck, Vertical Air Compressor, Snow Blower, Pedestal Fans, Shop Vacs, Ladders, Bench Grinder, Bench Vise, Glass Racks	Leesburg
1	Lot Offices Consisting of Desks, Chairs, File Cabinet, Printers, HP Computer, Fax Machine, Avaya Phones	Leesburg

Exhibit B

Real Estate Listing and Auction Agreement

Marcus & Millichap

Real Estate Investment Services

REPRESENTATION AGREEMENT

(EXCLUSIVE AUTHORIZATION TO SELL OR EXCHANGE)

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT. READ IT CAREFULLY.

The undersigned ("Seller") hereby employs Marcus & Millichap Real Estate Investment Services ("Agent") and grants to Agent, for a period of time (the "Term") commencing on August 18, 2016, and ending at midnight on August 17, 2017, and subject to extension as set forth in paragraph 25 below, the exclusive and irrevocable right and authority to sell that certain real property (the "Property") located in Loudon County, Virginia, and more particularly described as follows:

305 Industrial Ct SE
Leesburg, VA 20175

(Improved lot of approximately 0.47 acres and building of approximately 6,396 square feet)

- 1) **MARKETING PROCESS:** Agent will be responsible for preparing marketing materials and performing typical selling tasks in an effort to procure ready, willing and able buyers for the Property. Agent will cooperate with Tiger Auctions and a potential auction process they may perform to assist in the sale of the property. AGENT AND SELLER AGREE THERE WILL NOT BE AN ASKING PRICE FOR THE PROPERTY. In the event Agent and Seller agree to set an asking price at a later time, there shall be an addendum to this listing agreement specifying the terms of the sale offering.
- 2) **PARAGRAPH DELETED INTENTIONALLY**
- 3) **PARAGRAPH DELETED INTENTIONALLY**
- 4) **TITLE:** Seller represents and warrants to Agent that fee title to the Property is now vested as follows BANNER GLASS INC, that Seller and the individuals executing this Representation Agreement on behalf of Seller are duly authorized and empowered to execute this Representation Agreement and any subsequent purchase agreement; and that execution hereof shall not result in any breach of, or constitute a default under, any contract or other agreement to which Seller is a party.
- 5) **COMMISSION:** In consideration of the brokerage services to be rendered by Agent, Seller agrees to pay to Agent a commission equal to EIGHT percent (8 %) of the purchase price of the Property upon the occurrence of any of the following events:
 - a. Agent procures a buyer during the Term, or any extension thereof, who is ready, willing and able to purchase the Property on the terms and conditions set forth herein or on any other terms and conditions acceptable to Seller; or
 - b. The Property is sold, exchanged or otherwise conveyed during the Term, or any extension thereof, whether by Seller or by or through any other person or entity; or
 - c. The Property is withdrawn from the market or made unmarketable by Seller during the Term, or any extension thereof, or this Representation Agreement is revoked by Seller, or Seller otherwise prevents or precludes Agent's performance hereunder; or
 - d. A sale, exchange or other conveyance of the Property is made within nine (9) months after the expiration of the Term to a person or entity with whom Agent has negotiated, or to whose attention Agent has brought the Property, or who was introduced to Seller by Agent as a prospective purchaser (herein, "Prospective Purchaser"), provided that the name of any such person or entity has been submitted to Seller by delivery of a written offer to purchase the Property prior to expiration of the Term or by written notice within fifteen (15) calendar days after such expiration. With respect to a sale, exchange or other conveyance to any such person or entity, Agent shall conclusively be deemed to be the procuring cause. The term "Prospective Purchaser" shall include that person or entity to whose attention Agent has brought the Property, as well as any partnership, joint venture, corporation, trust or other similar entity which that person or entity represents or in which it holds an ownership or beneficial interest.

Except as otherwise set forth herein, this commission shall be paid at the closing, and Agent shall be entitled to make demand of any escrow holder or closing attorney for payment from the proceeds of sale. Seller and Agent agree that if completion of a sale of the Property pursuant to a duly executed purchase agreement is prevented by default of the Buyer, Seller shall be obligated to pay to Agent only an amount equal to one-half of any damages or other monetary compensation (including liquidated damages) collected from said Buyer by suit or otherwise as a consequence of Buyer's default, if and when such damages or other monetary compensation are collected; provided, however, that the amount due Agent shall not exceed the brokerage commission set forth above. The term "Property" shall include any interest therein or in its ownership.

THERE SHALL BE A REFERRAL FEE OF TWO PERCENT (2%) OF THE PURCHASE PRICE TO BE PAID BY SELLER TO TIGER AUCTIONS. THIS SHALL BE DEDUCTED FROM GROSS COMMISSION DUE TO AGENT.

ANY COOPERATING COMMISSIONS TO BE PAID BY SELLER TO A POTENTIAL BUYER AGENT SHALL BE DEDUCTED FROM THE GROSS COMMISSION DUE TO AGENT.

6) **INSPECTION CONTINGENCIES:**

- ***
6a. BOOKS AND RECORDS
- 6b. PHYSICAL INSPECTION
- 6c. COMPLIANCE WITH LOCAL LAWS
- 6d. TENANT FINANCIAL INFORMATION (Leased Properties)
- 6e. NO INSPECTION CONTINGENCY – "AS IS"
- 6f. OTHER INSPECTION

7) **PARAGRAPH DELETED INTENTIONALLY**

8) **ESTOPPEL CERTIFICATE CONTINGENCY (Leased Properties):**

- ***
8a. Standard
- 8b. ESTOPPEL CERTIFICATES NOT APPLICABLE
- 8.1) **ESTOPPEL CERTIFICATES NOT APPLICABLE**

9) **PERSONAL PROPERTY:** Seller shall provide to Buyer, within FIVE (5) calendar days following the Effective Date, a written inventory of all items of personal property to be conveyed to Buyer in connection with the sale of the Property. Title to these items shall be conveyed to Buyer at closing by Bill of Sale free and clear of all encumbrances. The price of these items shall be included in the Purchase Price for the Property, and Buyer shall accept all such personal property in "as is" condition.

10) **INSPECTION OF PROPERTY:** Seller agrees that Agent and its representatives shall have the right to enter upon and inspect the interior and exterior of the Property with prospective purchasers at all reasonable times.

11) **PARAGRAPH DELETED INTENTIONALLY**

12) **BUYER EXCHANGE:** Seller agrees to cooperate should Buyer elect to purchase the Property as a part of a like-kind exchange under IRC section 1031. Buyer's contemplated exchange shall not impose upon Seller any additional liability or financial obligation, and Buyer agrees to hold Seller harmless from any liability that might arise from such exchange. This Agreement is not subject to or contingent upon Buyer's ability to dispose of its exchange property or effectuate an exchange. In the event any exchange contemplated by Buyer should fail to occur, for whatever reason, the sale of the Property shall nonetheless be consummated as provided herein.

13) **SELLER'S REPRESENTATIONS AND WARRANTIES:**

- a. **Material defects:** Seller represents and warrants that Seller knows of no material defects of the Property, including, but not limited to, energy conservation and/or safety retrofit(s) required by local ordinance as a condition of transfer. (Note any exceptions: _____).
- b. **Compliance with laws:** Seller represents and warrants that, to the best of Seller's knowledge, the Property and all improvements thereon are in compliance with all applicable laws, codes, regulations and other similar governmental standards and requirements and that no material structural modifications or alterations of the improvements on the Property have been made without appropriate permits. (Note any exceptions: _____).
- c. **PARAGRAPH DELETED INTENTIONALLY**

d. PARAGRAPH DELETED INTENTIONALLY

e. Hazardous materials: Seller represents and warrants that, to the best of Seller's knowledge, the Property is not contaminated with any hazardous materials, including, but not limited to, asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks. (Note any exceptions: _____).

f. PARAGRAPH DELETED INTENTIONALLY

g. Records, financial data and marketing assistance: Seller agrees to furnish, to certify as true and correct, and to make available to Agent and prospective buyers all financial data, rent statements, leases and other operating records of the Property, and to provide Agent with such assistance as Agent may reasonably request in marketing the Property. Seller agrees to refer promptly to Agent all inquiries of anyone interested in the Property.

h. Indemnification: Seller agrees to indemnify and hold Agent harmless from any and all liability, damages, losses, causes of action, or other claims (including attorneys' fees and other defense costs) arising from or asserted in connection with any incomplete or inaccurate information provided by Seller, or any material information concerning the Property which Seller has failed to disclose.

14) DISCLOSURE OF REAL ESTATE LICENSURE:

14a. License disclosure

14b. License disclosure

15) SCOPE OF AGENT'S AUTHORITY AND RESPONSIBILITY: Agent shall assist Seller in marketing the Property and in negotiating the terms and conditions of sale with any prospective purchasers. Agent shall not, however, have authority to bind Seller to any contract or purchase agreement. Agent shall not be responsible for performing any due diligence or other investigation of the Property, or for providing professional advice with respect to any legal, tax, engineering, construction or hazardous materials issues. Except for confidential information regarding Seller's business or financial condition and the negotiation of the terms of a purchase agreement between Seller and a prospective purchaser, Seller and Agent agree that their relationship is at arm's length.

16) LIMITATION OF LIABILITY: Except for Agent's gross negligence or willful misconduct, Agent's liability for any breach or negligence in its performance of this Agreement shall be limited to the greater of \$50,000 or the amount of compensation actually received by Agent in any transaction hereunder.

17) AFFILIATED BROKERS/DUAL AGENCY: Agent is affiliated with other brokerage companies in other states. Agent shall disseminate information about the Property to such affiliated brokers, inviting the submission of offers on the Property. Seller authorizes Agent and any affiliated broker to represent any prospective buyer in the acquisition of the Property, and to submit offers on behalf of such buyers. Seller understands that this authorization may result in Agent's representing both Seller and a prospective buyer, and Seller hereby authorizes and consents to such dual representation.

18) PARTICIPATION BY COOPERATING BROKER: Seller authorizes broker co-op commencing at the beginning of the marketing period. Seller agrees that, in the event any broker other than Agent or a broker affiliated with Agent is involved in the disposition of the property, Agent shall have no liability to Seller for the acts or omissions of such other broker, who shall not be deemed to be a subagent of Agent.

19) ARBITRATION OF DISPUTES: If a controversy arises with respect to the subject matter of this Representation Agreement or the transaction contemplated herein (including but not limited to the parties' rights to the Deposit or the payment of commissions as provided herein), Seller and Agent agree that such controversy shall be settled by final, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Notice: By initialing in the space below you are agreeing to have any dispute arising out of the matters included in the "Arbitration of Disputes" provision decided by neutral arbitration as provided by Virginia law and you are giving up any rights you might possess to have the dispute litigated in court or jury trial. By initialing in the space below you are giving up your judicial rights to discovery and appeal, unless such rights are specifically included in the "Arbitration of Disputes" provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate. Your agreement to this arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the "Arbitration of Disputes" provision to neutral arbitration.

Seller's Initials _____ Broker's Initials _____

- 20) **ATTORNEYS' FEES:** In any litigation, arbitration or other legal proceeding which may arise between any of the parties hereto, including Agent, the prevailing party shall be entitled to recover its costs and expenses, including costs and expenses of arbitration, court costs and expenses and costs and expenses incurred on appeal, and reasonable attorneys' fees incurred in any dispute through arbitration and appeal of and final judgment in addition to any other relief to which such party may be entitled.
- 21) **EXCHANGE:** As used in this Agreement, the terms "sale", "sell" or "purchase" shall be understood to include an exchange of the Property. In the event of an exchange, if no purchase price is identified, the commission described in Paragraph 2 above shall be calculated as a percentage of the exchange value of the Property. Agent is hereby authorized to represent all parties to any such exchange transaction and to collect compensation or commission from them, provided there is full disclosure to all principals of such agency.
- 22) **TAX WITHHOLDING:** Seller agrees to execute and deliver any instrument, affidavit or statement, or to perform any act reasonably necessary to carry out the provisions of the Foreign Investment in Real Property Tax Act and regulations promulgated thereunder, as well as any similar requirements of state law.
- 23) **ADDENDA:** Any addendum attached hereto, and either signed or initialed by the parties shall be deemed a part hereof. This Agreement, including addenda, if any, expresses the entire agreement of the parties and supersedes any and all previous agreements between the parties with regard to the Property. There are no other understandings, oral or written, which in any way alter or enlarge its terms, and there are no warranties or representations of any nature whatsoever, either express or implied, except as set forth herein. Any future modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
- 24) **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of VIRGINIA.
- 25) **EXTENSION OF TERM:** If an agreement or letter of intent for the sale of the Property is executed by all necessary parties, and if said agreement or letter of intent is revoked, rescinded or otherwise terminated, and/or the transaction is subsequently canceled, the Term shall be extended by the number of calendar days during which the sale agreement or letter of intent was in effect. The maximum extension permitted hereunder shall be the number of days remaining on the Term from the date the sale agreement or letter of intent was executed. Notwithstanding the foregoing, this Representation Agreement shall expire in all cases no later than nine (9) months after the original termination date stated above. The purpose of this extension provision is to allow agent the opportunity to expose the Property to the marketplace for the full period of time contemplated by this Agreement.
- 26) **SEVERABILITY:** In the event any term or provision of this Agreement shall be held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.
- 27) **OTHER TERMS AND CONDITIONS:**

NONE

The undersigned Seller and Agent agree to the terms and conditions set forth in this Representation Agreement, and Seller acknowledges receipt of an executed copy hereof.

SELLER: _____ ADDRESS: _____
Banner Glass Inc.
Bob Lilly, Vice President

DATE: _____ TELEPHONE: _____

Agents accepts and agrees to the foregoing.

AGENT: **MARCUS & MILLICHAP REAL ESTATE INVESTMENT SERVICES**

BY: _____ ADDRESS: _____

DATE: _____ TELEPHONE: _____

NO REPRESENTATION IS MADE BY AGENT AS TO THE LEGAL EFFECT OR VALIDITY OF ANY PROVISION OF THIS REPRESENTATION AGREEMENT. A REAL ESTATE BROKER IS QUALIFIED TO GIVE ADVICE ON REAL ESTATE MATTERS. IF YOU DESIRE LEGAL, FINANCIAL OR TAX ADVICE, CONSULT YOUR ATTORNEY, ACCOUNTANT OR TAX ADVISOR.

BID PROCEDURES FOR AUCTION SALE OF DEBTOR'S ASSETS

A. INTRODUCTION AND BACKGROUND.

Banner Glass, Inc. (the “**Debtor**”) is a debtor-in-possession in a Chapter 11 case pending in the United States Bankruptcy Court for the District of Maryland (the “**Court**”), case number 16-19233-TJC. Debtor’s legal counsel is Steven L. Goldberg, James M. Greenan, Esquire and the law firm of McNamee Hosea Jernigan Kim Greenan & Lynch, P.A., telephone: 301-441-2420; facsimile: 301-982-9450 (“**Debtor’s Counsel**”).

Prior to the Petition Date, the Debtor operated an auto, residential and commercial glass installation business in Maryland and Virginia. Other than liquidating its assets through this Chapter 11 case, the Debtor is no longer conducting business operations. The Debtor’s assets consist primarily of equipment, vehicles, intellectual property, customer lists (excluding consumers), vendor lists, telephone number(s) and inventory (the “**Personal Property**”). The Debtor also owns real property located at 305 Industrial Court, Leesburg, Virginia, 20175 (the “**Real Property**”). The Personal Property and the Real Property are collectively referred to herein as the “**Assets**”.

Subject to Court approval, the Debtor has entered into an Agency Agreement with Tiger Commercial and Industrial (“**Tiger**”) and Marcus & Millichap Real Estate Investment Services, Inc. (“**Marcus**”, and collectively with Tiger, the “**Auctioneer**” or the “**Auction Firm**”) to assist the Debtor in the liquidation of its Assets through an Auction Sale. As is more fully described in the Motion for Entry of an Order: (I) Approving Auction Agreement with Tiger Commercial and Industrial and Marcus; (II) Authorizing the Sale of the Debtor’s Assets Free and Clear of All Liens, Claims, Encumbrances and Interests; (III) Approving the Form and Manner of the Notice; and (IV) Granting Related Relief (the “**Motion**”), the Debtor intends to liquidate its Assets

through an Auction.

The Court has authorized the Debtor to conduct an auction (the “**Auction**”) to sell the Assets in accordance with these procedures (the “**Bid Procedures**”), which have been approved by the Court pursuant to that certain order entered on August __, 2016 (the “**Sale Order**”).

PLEASE NOTE THAT THE FOLLOWING PROCEDURES ARE SUBJECT TO MODIFICATION WITHOUT FURTHER ORDER OF THE COURT. BIDDERS WILL BE NOTIFIED OF MODIFIED BID PROCEDURES, IF ANY, AS PROMPTLY AS POSSIBLE IN LIGHT OF THE CIRCUMSTANCES GIVING RISE TO THE MODIFICATION. MODIFIED BID PROCEDURES, IF ANY, SHALL GOVERN THE CONDUCT OF THE AUCTION.

B. KEY DATES.

The key dates for the Auction and sales process are expected to be as follows. In the event the dates of the Asset Viewing and Auction change, creditors and parties-in-interest will be so notified in advance:

- September 19, 2016 from 9:00 a.m. to 4:00 p.m. – Viewing in Leesburg, Virginia
- September 19, 2016 from 9:00 a.m. to 4:00 p.m. – Viewing in Ellicott City, MD
- Other Site Viewings to be Announced
- September 13, 2016 at 5:00 p.m. EST: Sealed Bids are due at the offices of Tiger Commercial and Industrial, 708 Third Avenue, New York, NY 10017 on or before said date and time. The Sealed Bid Package is available to prospective bidders by request and inspections of all due diligence information with respect to the Sealed Bid Auction will be made available by Tiger upon request.
- September 20, 2016 at 11:00 a.m. -- Auction

C. AUCTION.

Bidders will convene for the Auction of the Assets on **September 20, 2016 at 11:00 a.m.** Eastern Time at Banner Glass Inc., 305 Industrial Court, Leesburg, Virginia, 20175, or may

participate in the Auction via webcast, by visiting Tiger's website at www.tigergrouppllc.com and following the links to the auction.

Should the date, time and/or location of the Auction change, creditors and parties in interest will be notified as promptly as possible in light of the circumstances giving rise to the change.

The Auction shall be governed by the following additional procedures, provided that the Debtor, in its discretion, shall have the right to adopt such other rules for the Auction (including rules that may depart from those set forth herein) that will better promote the goals of the Auction and that are not inconsistent with any of the other provisions hereof or the Bankruptcy Code or Bankruptcy Court Order(s).

- i. The Auction for the Personal Property Assets shall be without limit and without reserve. The Auction for the Real Property shall be subject to a reserve price in the discretion of the Debtor and the Auction Firm;
- ii. The sale to any bidder shall be "as is, where is" and any bidder shall be responsible for all required licensor approvals, if applicable;
- iii. Bidding increments shall be determined at the sole discretion of the Auctioneer at the time of the sale;
- iv. Bids shall not contain any due diligence or financing contingencies of any kind;
- v. Bidders will be required to sign a terms and conditions of sale and provide an entrance deposit to participate in the Auction;
- vi. Successful Personal Property Bidders shall be required to maintain a deposit on all successful bids in an amount equal to 25% of their cumulative successful bids ("Good Faith Deposit");
- vii. The sale of the Debtor's Personal Property Assets shall be offered in individual lots, as well as group lots. Bidders on group lots shall compete against individual lot bidders. In each instance, Tiger shall evaluate the group lot bid, compare it to the aggregate of the individual bids, and award the sale to the higher of the two, provided the higher bid exceeds the lower bid by at least 10%. Such award of bid shall occur immediately upon the close of bids, without further Court approval;
- viii. Bidders shall pay a 18% buyers' premium on all Personal Property sales;

- ix. Successful Personal Property Bidder(s) shall, within 24 hours of the Auction, provide payment in full for their purchases by cash, certified funds, wire transfer or credit card (credit cards are accepted for purchases up to \$10,000 only);
- x. In the event the Successful Bidder fails to consummate the sale as a result of Successful Bidder's default or breach, the Debtor shall retain the Good Faith Deposit as liquidated damages and be free to enter into a new agreement with the Back-up Bidder without the need for an additional hearing before, or order of, the Court; and
- xi. The Real Property will be offered at the Auction subject to a reserve to be announced prior to the Auction. Successful Real Property bidders shall be required to maintain a deposit on all successful bids in an amount equal to 10% of the successful Real Property bid. Closing on the Real Property shall occur within thirty (30) days of the Auction.

D. PRE-AUCTION SALES.

Prior to the Auction, Bidders may submit offers to Tiger for the purchase of Personal Property in advance of the Auction. Tiger, at its discretion and in consultation with the Debtor and the Committee of Unsecured Creditors, shall approve such sales that it deems are in the best interest of the Debtor's estate, without an additional hearing before or order of the Bankruptcy Court. Such Pre-Sales shall not be subject to any overbidding procedures.

E. GENERAL

1. These Bid Procedures are subject to modification from time to time by Debtor, if circumstances warrant. The Debtor, in collaboration with the Auctioneer, may adopt additional rules for the Auction at or prior to the Auction that, in their reasonable discretion, will better promote the goals of the Auction and that are not inconsistent with any of the provisions of the Sale Order or the Bankruptcy Code. All such additional rules will be provided to each of the Bidders at the Auction. Further, at or before the hearing on the Motion, the Debtor, in its discretion, may impose such other terms and conditions as the Debtor may determine to be in the best interests of the Debtor's estate, its creditors and other parties in interest; provided, however, that any such terms or conditions may not be materially inconsistent with the terms of these Bid

Procedures. The Bid Procedures set forth herein may not be modified except with the express written consent of the Debtor and the Auctioneer, or upon Court Order.

2. No bidder has any rights against the Auctioneer, the Debtor or its estate by virtue of these Bid Procedures, by virtue of any modification to these Bid Procedures, or by virtue of not having its bid (a) deemed the Successful Bid, or (b) approved by the Court.

3. Photocopies of papers referred to in these Bid Procedures may be obtained by making a written request for the same to Debtor's Counsel.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
Greenbelt Division**

IN RE:

BANNER GLASS, INC.

Debtor.

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Case No.: 16-19233-TJC

Chapter 11

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ORDER (I) APPROVING AUCTION AGREEMENT WITH TIGER COMMERCIAL AND INDUSTRIAL AND TEN-X,LLC; (II) AUTHORIZING THE SALE OF THE DEBTOR’S ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS; (III) APPROVING THE FORM AND MANNER OF THE NOTICE; AND (IV) GRANTING RELATED RELIEF

UPON CONSIDERATION of the Debtor’s Motion for Entry of Order (the “Sale Order”) (I) Approving Auction Agreement (the “Agency Agreement”) with Tiger Commercial and Industrial and Ten-X, LLC (collectively, the “Auction Firm”); (II) Authorizing the Sale of all of Substantially all of the Debtor’s Assets Free and Clear of all Liens, Claims, Encumbrances and Interests pursuant to the Agency Agreement; (III) Approving the Form and Manner of the Notice of this Motion; and (IV) Granting Related Relief (the “Motion”); and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334, and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and

venue being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and adequate notice of the Motion and opportunity for objection having been given; and this Court having reviewed and considered the Motion and the objections thereto, if any; and upon consideration of all the pleadings filed with this Court; and this Court having determined that just cause exists for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

THE COURT HEREBY FINDS THAT:

A. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue is proper in this District and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. This Sale Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, and the Sale Order shall be immediately effective upon its entry.

C. The statutory predicates for the relief requested in the Motion are Sections 105(a), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007 and 9014 and Local Rules 6004-1 and 6006-1.

Notice of the Motion

D. Notice of the Motion and a reasonable opportunity to object or be heard with respect to the Motion and relief requested therein has been afforded to all known interested

persons and entities entitled to receive such notice, including, but not limited to the following parties:

- i. the Office of the United States Trustee for the District of Maryland;
- ii. All creditors of the Debtor, as identified in its Chapter 11 petition and the mailing matrix filed with the Bankruptcy Court;
- iii. all taxing authorities and other governmental agencies having jurisdiction over any of the Assets, including the Internal Revenue Service;
- iv. all parties that have requested or that are required to receive special notice pursuant to Bankruptcy Rule 2002; and
- v. all Persons known or reasonably believed to have asserted a lien or claim on any of the Assets, including all licensors; and

E. The Debtor has demonstrated good and sufficient business justification to support the sale of the Assets pursuant to Section 363 of the Bankruptcy Code.

F. The consummation of the transactions contemplated by the Agency Agreement is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, Sections 105(a), 363(b), 363(f) and 363(m), and all of the applicable requirements of such sections have been complied with in respect of the transaction.

G. As demonstrated by testimony proffered at the hearing on the Motion and representations of counsel to the Debtor and other parties in interest made at the Hearing, the Debtor (i) has full corporate power and authority to execute and deliver the Agency Agreement (as defined in the Motion) and all other documents contemplated thereby, and the sale of the Debtor's Assets has been duly and validly authorized by all necessary corporate action of the Debtor, (ii) have all of the corporate power and authority necessary to consummate the transactions contemplated by the Agency Agreement and (iii) have taken all corporate action necessary to authorize and approve the Agency Agreement and the consummation of the transactions contemplated thereby. No consents or approvals, other than those expressly

provided for in the Agency Agreement or in this Order or as represented in the Motion or the hearing on this Motion, are required for the Debtor to consummate such transactions.

H. The proposal received from the Auction Firm to act as the Debtor's exclusive agent to sell the Debtor's Assets on the terms and conditions set forth in the Agency Agreement is in the Debtor, its creditors and estate's best interests.

NOW, therefore, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted in its entirety. All objections to the Motion that have not formally been withdrawn and all reservation of rights included in such objections, are overruled in all respects on the merits and denied.

2. The Debtor is hereby authorized and empowered to enter into the Agency Agreement, and the Agency Agreement is hereby approved in its entirety and is incorporated herein by reference. All amounts payable to the Auction Firm under the Agency Agreement as expressly provided therein shall be payable to the Auction Firm without the need for any application of the Auction Firm therefor or by further order of the Court.

3. Pursuant to Sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, the Debtor is authorized to conduct Pre-Auction Sales and an Auction of the Assets, and Successful Bidder(s) is/are directed to pay the Purchase Price to the Auction Firm as provided in the Bid Procedures, as may be modified without further Order of the Court.

4. Pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code, except as otherwise expressly set forth in the Agency Agreement, the Assets shall be transferred to the Successful Bidder(s) free and clear of (i) all mortgages, security interests, conditional sale or other title retention agreements, rights of first refusal, options, pledges, liens (including, but not

limited to, any and all “liens” as defined in Section 101(37) of the Bankruptcy Code), taxes, tax liens, judgments, demands, encumbrances, easements, restrictions or charges of any kind or nature, if any, excepting that the Assets shall be transferred “as is, where is” and the Successful Bidder(s) shall be responsible for any required licensor approvals, if and as applicable. The Interests (as defined in the Motion) shall attach to the proceeds of the Auction (and Pre-Auction Sales) and any other amounts payable to the Debtor under the Agency Agreement (collectively, the “Transaction Proceeds”) with the same validity, force and effect as the same had with respect to the Assets at issue, subject to any and all defenses, claims, and/or counterclaims or setoffs the Debtor may possess.

5. The Bid Procedures attached hereto as Exhibit 1 and incorporated herein by reference are approved. Notwithstanding the foregoing, the Debtor, with the consent of the Auction Firm, shall be permitted to modify the Bid Procedures without further Order of Court, provided that such amended bid procedures be filed with the Court and served on all creditors, parties-in-interest, and those parties that have expressed an interest in the Debtor’s Assets prior to the Auction.

6. The Auction for the Assets will be held on **September 20, 2016 at 11:00 a.m.** Eastern Time and shall be held at Banner Glass Inc., 305 Industrial Court, Leesburg, Virginia, 20175, or at such other time and place as provided in the Bid Procedures, as may be modified. The Auction shall also be held by live-webcast as set forth in the Bid Procedures.

7. The Auction shall be governed by the Bid Procedures attached hereto as Exhibit 1, as may be modified by the Debtor, through the Auction Firm, without further Order of the Court.

8. All of the transactions contemplated by the Agency Agreement shall be protected by section 363(m) of the Bankruptcy Code in the event that this Order is reversed or modified on appeal. The transactions contemplated by the Agency Agreement are not subject to avoidance pursuant to section 363(n) of the Bankruptcy Code.

9. The Debtor and the Auction Firm are hereby authorized to take such actions as may be necessary and appropriate to implement the Agency Agreement and shall be permitted to conduct Pre-Auction Sales and the Auction without the necessity of further order of this Court as provided by the Agency Agreement.

10. Except as otherwise provided for in the Agency Agreement, title to each Asset shall remain property of the Debtor's estate until the sale of such Asset by the Auction Firm to a third party.

11. The provisions of this Order, the Agency Agreement, and any actions taken pursuant hereto or thereto shall survive the entry of any order which may be entered confirming or consummating any plan of reorganization of the Debtor, dismissal or conversion of the Debtor's case from chapter 11 to chapter 7, and the terms and provisions of the Agency Agreement, as well as the rights and interests granted pursuant to this Order and the Agency Agreement shall continue in this or any superseding case and shall be binding upon the Debtor, the Auction Firm and their respective successors and permitted assigns, including any trustee or other fiduciary appointed as a legal representative of the Debtor under chapter 7 or chapter 11 of the Bankruptcy Code. Any trustee appointed in these cases shall be and hereby is authorized to operate the business of the Debtor to the fullest extent necessary to permit compliance with the terms of this Order and the Agency Agreement, and the Auction Firm and the trustee shall be and

hereby are authorized to perform under the Agency Agreement upon the appointment of a trustee without further order of this Court.

12. To the extent that anything contained in this Order conflicts with a provision in the Agency Agreement, this Order shall govern and control. This court shall retain exclusive jurisdiction with respect to any matters, claims, rights or disputes arising from or related to the implementation of this Order or otherwise arising from or related to the Agency Agreement.

13. Notwithstanding Bankruptcy Rules 4001 and 6004, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any person or entity obtaining a stay pending appeal, the Debtor and the Auction Firm are free to perform under the Agency Agreement at any time, subject to the terms of the Agency Agreement.

14. The form and manner of the notice of the Sale is appropriate under the circumstances and are hereby approved.

Copies to:

Office of the United States Trustee
Lynn Kohen, Esquire
6305 Ivy Lane, Suite 600
Greenbelt, Maryland 20770

Joseph P. Corish
Andrea Campbell Davison
Bean Kinney & Korman, P.C.
2300 Wilson Blvd., 7th Floor
Arlington, VA 22201

Brooke Schumm, III
Daneker, McIntire, Schumm, Prince, Manning & Widmann, P.C.
One N. Charles Street, Suite 2450
Baltimore, MD 21201

Glass Distributors, Inc.
3800 Kenilworth Avenue
Bladensburg, MD 20710

Pilkington North America, Inc.
P.O. Box 403690
Atlanta, GA 30384

Nash Events
c/o Conti, Fenn & Lawrence, LLC
36 S. Charles Street
Suite 2501
Baltimore, MD 21201

Pittsburgh Glass Works, LLC
PGW Auto Glass
27253 Network Place
Chicago, IL 60673

Benefitmall
P.O. Box 418742
Boston, MA 02241-8742

Bank of America
P.O. Box 15796
Wilmington, DE 19886-5796

7900 Fenton Street, LLC
c/o James Michael
Managing Member
20808 Layton Ridge Drive
Gaithersburg, MD 20882

Comptroller of Maryland
Compliance Division
301 West Preston Street, Room 409
Baltimore, MD 21201

Linton Shafer Warfield & Garrett, PA
201 Thomas Johnson Drive
Frederick, MD 21702-5388

Trulite Glass and Aluminum Solutions
P.O. Box 935480
Atlanta, GA 31193-5480

V-Sullyfield Properties, IV, LLC
Parke Long Business Center, LLC
9101 Gaither Road
Gaithersburg, MD 20877

906 Crain Highway, LLC
c/o James Michael
20808 Layton Ridge Drive
Gaithersburg, MD 20882

Cardinal Shower Enclosures
c/o Hoskin & Muir Inc.
4798 Shepaherdsville Road
Louisville, KY 40218

Bernard Wager
4300 Saint Paul St.
Baltimore, MD 21218

Scott M. Gourley
27 West Main Street, #2
Berryville, VA 22611

SunTrust Bank
P.O. Box 791250
Baltimore, MD 21279-1250

Universal Premium
P.O. Box 923928
Norcross, GA 30010

Robert Ripley, Jr.
2201 Mystic Lane
Glenville, PA 17329

The Town of Leesburg, Virginia
P.O. Box 9100
Leesburg, VA 20177-0910

Virginia Department of Taxation
P.O. Box 1777
Richmond, VA 23218-1777

END OF ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
Greenbelt Division**

IN RE:

BANNER GLASS, INC.

Debtor.

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Case No.: 16-19233-TJC

Chapter 11

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**NOTICE OF (A) SALE BY AUCTION OF ASSETS FREE AND CLEAR OF LIENS,
CLAIMS, ENCUMBRANCES, AND INTERESTS AND
(B) BIDDING PROCEDURES FOR AUCTION**

PLEASE TAKE NOTICE that on August 19, 2016, the above-captioned Debtor filed a motion (the “Auction Motion”) for an order (i) approving Auction Agreement (the “Agency Agreement”) with Tiger Commercial and Industrial (“Tiger”) and Marcus & Millichap Real Estate Investment Services, Inc. (“Marcus”) (collectively, the “Auction Firm”) and the Debtor’s execution of and performance under such agreement; (ii) authorizing the sale of all of substantially all of the Debtor’s assets free and clear of all liens, claims, encumbrances and interests pursuant to the Agency Agreement; (iii) approving the form and manner of the notice of the Motion; and (iv) granting related relief.

PLEASE TAKE FURTHER NOTICE that on August ____, 2016, the United States Bankruptcy Court for the District of Maryland (the “Court”) entered an Order (I) Approving the Auction Agreement with Tiger Commercial and Industrial & Marcus & Millichap; (II) Authorizing the Sale of the Debtor’s Assets Free and Clear of all Liens, Claims, Encumbrances and Interests; (III) Approving the Form and Manner of the Notice; and (IV) Granting Related Relief (the “Sale Order”).

PLEASE TAKE FURTHER NOTICE that the Debtor shall conduct the Auction (including by webcast) on **September 20, 2016 at 11:00 a.m.**, prevailing Eastern Time, at Banner Glass, Inc., 305 Industrial Court, Leesburg, Virginia, 20175, or such other time and place to be announced prior to the Auction. Bidders may also participate in the Auction via live webcast, by visiting Tiger's website at www.tigergroupllc.com and following the links to the Auction. Bidders should review Tiger's website for any changes to the location, date or time of the Auction.

PLEASE TAKE FURTHER NOTICE that pursuant to the Sale Order, the Auction will be conducted in accordance with the Bidding Procedures attached as Exhibit 1 to the Sale Order, as may be modified and served on all creditors and parties-in-interest prior to the Auction.

PLEASE TAKE FURTHER NOTICE that *all interested bidders should carefully read the Bidding Procedures, as may be modified, and direct all inquiries to counsel for the Debtors, McNamee Hosea Jernigan Kim Greenan & Lynch, P.A., 6411 Ivy Lane, Suite 200, Greenbelt, MD 207701, attn: James M. Greenan, telephone number: 301-441-2420; and/or the Auction Firm, Tiger Commercial and Industrial, 99 Park Avenue, 19th Floor, New York, NY, 10016 Telephone Number: 212-315-1748, Attn: Andy Babcock (for Personal Property Sales); and Marcus & Millichap Real Estate Investment Services, 7200 Wisconsin Avenue, Suite 1101, Telephone Number: 202-536-3731, Attn: Nathan Pealer (for Real Property Sales).*

PLEASE TAKE FURTHER NOTICE that the Debtor, through the Auction Firm, is permitted to conduct Pre-Auction Sales and that Assets existing as of the date of this Notice may not necessarily be available for sale at the Auction.

PLEASE TAKE FURTHER NOTICE that the sale of Assets to Successful Bidder(s) are final and not subject to further approval by the Court.

PLEASE TAKE FURTHER NOTICE that copies of the entire sale package, including copies of (a) the Auction Motion, (b) the Sale Order, and (c) the Agency Agreement are available for inspection at the Court's website (www.mdb.uscourts.gov) or during regular business hours at the office of the Clerk of the United States Bankruptcy Court, United States Courthouse, 6500 Cherrywood Lane, Greenbelt, Maryland 20770; and you may request a copy by contacting counsel for the Debtor.

PLEASE TAKE FURTHER NOTICE that any requests for additional information regarding the nature of the Assets for sale either by Pre-Auction Sales or the Auction is available and may be requested by contacting Debtor's counsel and/or the Auction Firm.

Date: August ____, 2016

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
Greenbelt Division**

IN RE:

BANNER GLASS, INC.

Debtor.

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Case No.: 16-19233-TJC

Chapter 11

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NOTICE OF MOTION FOR ENTRY OF AN ORDER: (I) APPROVING AUCTION AGREEMENT; (II) AUTHORIZING THE SALE OF THE DEBTOR’S ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS; (III) APPROVING THE FORM AND MANNER OF THE NOTICE; AND (IV) GRANTING RELATED RELIEF

PLEASE TAKE NOTICE that on August 19, 2016, the above-captioned Debtor and Debtor-in-Possession (the “Debtor”), through undersigned counsel, filed a Motion for entry of an order (I) approving Auction Agreement (the “Agency Agreement”) with Tiger Commercial and Industrial (“Tiger”) and Marcus & Millichap Real Estate Investment Services Inc. (“Marcus”) (collectively, the “Auction Firm”) and the Debtor’s execution of and performance under such agreement; (II) authorizing the sale of substantially all of the Debtor’s assets free and clear of all liens, claims, encumbrances and interests pursuant to the Agency Agreement; (III) approving the form and manner of the notice of this Motion; and (IV) granting related relief (the “Motion”).¹

PLEASE TAKE FURTHER NOTICE that on July 8, 2016 (the “Petition Date”), the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code. The

¹ All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Motion or the Agreement of Sale, as applicable. A copy of the Motion is available file with the Bankruptcy Court and may be examined by accessing the Bankruptcy Court’s website: www.mdb.uscourts.gov. Note that a password and login are needed to access the documents on the Bankruptcy Court’s website and can be obtained at www.pacer.pcs.uscourts.gov.

Debtor is managing its property as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. An Official Committee of Unsecured Creditors has been appointed and is duly constituted.

PLEASE TAKE FURTHER NOTICE that prior to the Petition Date, the Debtor owned and operated an auto, residential and commercial glass installation business in Maryland and Virginia. Other than liquidating its assets through this Chapter 11 case, the Debtor is no longer conducting business operations.

PLEASE TAKE FURTHER NOTICE that as described in the Motion, the Debtor seeks authority to sell all of its Assets an Auction.

PLEASE TAKE FURTHER NOTICE that the Debtor seeks approval of a certain Agency Agreement between the Debtor on the one hand and Tiger Commercial and Industrial (“Tiger”) and Marcus & Millichap Real Estate Investment Services Inc. (“Marcus”) (collectively, the “Auctioneers” or the “Auction Firm”) on the other, whereby Tiger and Marcus have agreed to conduct the Auction on behalf of the Debtor pursuant to the terms of the Agency Agreement attached to the Motion.

PLEASE FURTHER TAKE NOTICE THAT OBJECTIONS TO THE MOTION MUST BE FILED AND SERVED SO AS TO BE RECEIVED NO LATER THAN SEPTEMBER 12, 2016, SUBJECT TO THE DEBTOR’S REQUEST THAT SUCH OBJECTION DEADLINE BE SHORTENED. Creditors or other parties objecting to the Motion must file their objection, with specific reasons therefore, with the office of the Clerk of the Court, United States Bankruptcy Court, for the District of Maryland, 6500 Cherrywood Lane, Greenbelt, Maryland 20770. A copy of the objection must be served on the undersigned

attorney, and upon the Office of the United States Trustee, 6305 Ivy Lane, Suite 600, Greenbelt, Maryland 20770. Any objection must state the factual and legal basis upon which it is based.

PLEASE TAKE FURTHER NOTICE that if no objections are filed, the Court may approve the requested relief without further notice or hearing. If an objection or objections are filed, the Bankruptcy Court may, in its discretion, determine the matter without a hearing regardless of whether an objection is filed.

PLEASE TAKE FURTHER NOTICE that an objecting party is not required to attend the Sale Hearing. In the event any creditor or party-in-interest has questions regarding any of the aforementioned matters, such questions may be directed to Debtor's counsel, at the address and telephone number listed below.

The hearing on this Motion is scheduled for September 26, 2016, at 11:00 a.m. in Courtroom 3-E, United States Bankruptcy Court for the District of Maryland, 6500 Cherrywood Lane, Greenbelt, Maryland 20770.

PLEASE TAKE FURTHER NOTICE THAT THE DEBTOR INTENDS TO FILE A MOTION TO SHORTEN OBJECTION DEADLINE TO THE MOTION AND SEEK AND EXPEDITED HEARING. IF THAT MOTION TO SHORTEN OBJECTION DEADLINE AND EXPEDITE HEARING IS GRANTED, THE TIME TO OBJECT AND/OR THE DATE FOR THE HEARING WILL BE CHANGED AS PROVIDED IN SUCH ORDER AND FOR WHICH AN AMENDED NOTICE WILL BE SERVED ON ALL PARTIES.

Dated: August 19, 2016

Respectfully submitted,

MCNAMEE, HOSEA, JERNIGAN, KIM
GREENAN & LYNCH, P.A.

/s/ Steven L. Goldberg

James M. Greenan (Fed. Bar No. 08623)

Steven L. Goldberg (Fed Bar No. 28089)

6411 Ivy Lane, Suite 200

Greenbelt, Maryland 20770

Telephone: (301) 441-2420

Facsimile: (301) 982-9450

sgoldberg@mhlawyers.com

jgreenan@mhlawyers.com

Attorneys for Debtor

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of August, 2016, a true and correct copy of the foregoing Notice of Motion for Entry of an Order (I) Approving Auction Agreement; (II) Authorizing the Sale of the Debtor's Assets Free and Clear of all Liens, Claims, Encumbrances and Interests; (III) Approving the Form and Manner of Notice; and (IV) Granting Related Relief has been furnished by first class mail, postage prepaid, or via electronic transmission to:

Office of the United States Trustee
Lynn Kohen, Esquire
6305 Ivy Lane
Suite 600
Greenbelt, Maryland 20770

Joseph P. Corish
Andrea Campbell Davison
Bean Kinney & Korman, P.C.
2300 Wilson Blvd.
7th Floor
Arlington, VA 22201

Brooke Schumm, III
Daneker, McIntire, Schumm, Prince, Manning & Widmann, P.C.
One N. Charles Street, Suite 2450
Baltimore, MD 21201

The Twenty Largest Creditors identified below:

Glass Distributors, Inc.
3800 Kenilworth Avenue
Bladensburg, MD 20710

Pilkington North America, Inc.
P.O. Box 403690
Atlanta, GA 30384

Nash Events
c/o Conti, Fenn & Lawrence, LLC
36 S. Charles Street
Suite 2501
Baltimore, MD 21201

Pittsburgh Glass Works, LLC
PGW Auto Glass
27253 Network Place

Chicago, IL 60673

Benefitmall
P.O. Box 418742
Boston, MA 02241-8742

Bank of America
P.O. Box 15796
Wilmington, DE 19886-5796

7900 Fenton Street, LLC
c/o James Michael
Managing Member
20808 Layton Ridge Drive
Gaithersburg, MD 20882

Comptroller of Maryland
Compliance Division
301 West Preston Street, Room 409
Baltimore, MD 21201

Linton Shafer Warfield & Garrett, PA
201 Thomas Johnson Drive
Frederick, MD 21702-5388

Trulite Glass and Aluminum Solutions
P.O. Box 935480
Atlanta, GA 31193-5480

V-Sullyfield Properties, IV, LLC
Parke Long Business Center, LLC
9101 Gaither Road
Gaithersburg, MD 20877

906 Crain Highway, LLC
c/o James Michael
20808 Layton Ridge Drive
Gaithersburg, MD 20882

Cardinal Shower Enclosures
c/o Hoskin & Muir Inc.
4798 Shepaherdsville Road
Louisville, KY 40218

Bernard Wager
4300 Saint Paul St.

Baltimore, MD 21218

Scott M. Gourley
27 West Main Street, #2
Berryville, VA 22611

SunTrust Bank
P.O. Box 791250
Baltimore, MD 21279-1250

Universal Premium
P.O. Box 923928
Norcross, GA 30010

Robert Ripley, Jr.
2201 Mystic Lane
Glennville, PA 17329

The Town of Leesburg, Virginia
P.O. Box 9100
Leesburg, VA 20177-0910

Virginia Department of Taxation
P.O. Box 1777
Richmond, VA 23218-1777

/s/ Steven L. Goldberg
Steven L. Goldberg