

SEALED BID PACKAGE

Banner Glass, Inc.

Bid Deadline: October 28, 2016



**TIGER**

Commercial & Industrial

800.758.TIGER

[www.TigerGroup.com](http://www.TigerGroup.com)

## Offering

On behalf of Banner Glass, Inc, the Debtor in Possession in the U.S. Bankruptcy Court Case No. 16-19233-TJC (collectively, "Banner", the "Debtor" or the "Company"), Tiger Capital Group, LLC., ("Agent") hereby offers for sale, as agent for the Debtor, certain Intellectual Property of the Company (the "Property") through the bid process defined herein (the "Bid Process"). All bids submitted to Agent are subject to the terms and conditions specified within this Bid Package.

## Confidentiality

Recipients of this sealed bid package, along with any supporting documentation, accept the information provided as Confidential Information and shall treat it in accordance with the Non-Disclosure Agreement executed by the parties. Recipient further agrees to use this information only for purposes related to its contemplated bid upon the property defined herein. In the event Recipients choose not to submit a bid for the property, or are unsuccessful in their bid for any of the property, Recipients agree to promptly discard all information received.

## Disclaimer

All information contained in this package was obtained from sources believed to be accurate. However, no warranty or guarantee, expressed or implied, is intended or made with regard to the accuracy or completeness of this information. All purchasers must independently investigate and confirm any information or assumptions on which any bid is based. Neither Agent, nor Seller shall be liable for any errors or the correctness of the information provided in this package or in any advertisements or materials disseminated pertaining to the property.

All items are sold by Agent without any corresponding grant of rights or clearance from any third parties. Since Property may, if commercially used, infringe third party rights, Buyer acknowledges and agrees that it shall be solely responsible for acquiring all appropriate rights and clearances from all third parties. Such rights and clearances include, but are not limited to, third party copyright, trademark, patent, trade secret, and privacy rights.

Neither Agent nor the Seller make or have made any representations or warranty with respect to the accuracy, correctness, completeness, content or meaning of the information contained herein.

Any decision to purchase or not to purchase is the sole and independent business decision of the potential purchaser. No recourse or cause of action will lie against any of the above-mentioned parties should purchaser become dissatisfied with its decision, whatever it may be, at a later date.

**ALL BID FORMS & DEPOSITS MUST BE PROVIDED TO  
TIGER CAPITAL GROUP, LLC.  
NO LATER THAN 5:00 P.M. (EST) ON OCTOBER 28, 2016**

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**Intellectual Property Information**



## Overview

Property Offered:

Right title and interest in and to all intellectual property including:

Banner Glass Phone Numbers  
Banner Glass URL (bannerglass.com)  
Banner Glass Name

Not Included:

Vehicles, **Furniture, Fixtures & Equipment** - To Be Sold September 20, 2016 via on line auction [www.SoldTiger.com](http://www.SoldTiger.com)

Refer to SoldTiger.com for more information

Bid Deadline:

October 28, 2016 at 5:00pm ET

Deposit Requirement:

10% of Total Bids Submitted by Cashiers Check or Wire

Agent Contact:

Andy Babcock  
Phone: (212) 315-1748  
Email: [ababcock@tigergroup.com](mailto:ababcock@tigergroup.com)

## Bid Procedures

1. **Bid Qualification:** Bids must be submitted by the Bid Deadline, conform to the procedures outlined below and include the Required Bid Documents in order to be considered as qualified. Bid Documents must be sent via email to: [ababcock@tigergroup.com](mailto:ababcock@tigergroup.com)
2. **Bid Deadline:** Bids must be received by the Agent no later than **5:00 p.m. (EST), October 28, 2016** (the "Bid Deadline"). Bids received after this deadline will not be considered.
3. **Required Bid Documents:** All bids must include the following documents to be considered a qualified bid:
  1. Completed and Signed Bidder Qualification Form
  2. Tiger's receipt of a deposit (the "Deposit") in a form and amount as defined below.
4. **Deposit:** All bids must be accompanied by a deposit equal to ten (10%) percent of the maximum aggregate bid. Deposits may be in the form of certified funds, wire transfer or company check accompanied by a letter from a bank guaranteeing payment (contact Agent for wire instructions or approved bank letter of guarantee language), and must have been received by Tiger or Tiger's financial institution prior to the Bid Deadline. Deposits must be in U.S. currency and made payable to Tiger Capital Group, LLC.
5. **Inspection and Due Diligence:** To the extent applicable, Agent has made efforts to identify and marshal print and digital files to support trademarks and other related intellectual property being offered to the hosted Data Room. Bidders may gain access to the data room after signing a Bidder Qualification Form.
6. **Buyer's Premium:** A Buyer's Premium equal to eighteen percent (18%) of the total bid price of will be added to each successful bidder(s) Invoice.
7. **Notification:** Bids will be subject to review by the Agent and successful bidder(s) will be notified of the Agent's determination by Monday, October 31, 2016.
8. **Closing and Final Payment:** Successful bidder(s) must deliver to Agent payment of the balance in full by 5:00 pm on Friday, November 4, 2016 (the "Closing Deadline"). All payments are payable to Tiger Capital Group, LLC., via certified funds, wire transfer or a Company check accompanied by a letter from a bank guaranteeing the payment (contact Agent for wire transfer information or approved bank letter of guarantee language). In the event the successful bidder(s) fail to pay the entire purchase price by the Closing Deadline, the Agent may retain the successful bidder(s) deposits as liquidated damages for such failure.
9. **Back Up Bids:** In the event the successful bidder(s) fails to close title to the Property by the Closing Deadline, for any reason, other than the gross negligence of the Agent, the second highest bidder(s) (the "Backup Bidder(s)"), as determined by the Agent, may be deemed by the Agent as the Successful Bidder(s) and the Agent may close the sale of the Property to the Backup Bidder(s).

## Terms of Sale

1. All Bids received by the Agent will be considered irrevocable offers which may not be withdrawn until acted upon by the Agent and may not be contingent upon: (i) Obtaining financing or the completion of additional due diligence; (ii) Board approval or; (iii) Any other conditions other than such other conditions expressly approved, in writing by the Agent.
2. The Property is sold on an "As Is" "Where Is" basis. Agent has made all reasonable efforts to compile supporting data for the Property, and although information has been obtained from sources deemed reliable, Agent makes no representations or warranties, either express or implied, including, but not limited to, representations or warranties as to quality, condition, accuracy, completeness, exclusive or non-exclusive rights to use, description, merchantability, or fitness for any particular purpose, including any warranty of merchantability or fitness for a particular purpose or warranty against patent, trademark, copyright or trade secret infringement.
3. Purchase of the Property is limited to information contained on each list and does not include any contractual relationships, or any product or items associated with any specific customer or supplier.
4. Agent has made all reasonable efforts to compile supporting data for the Property. Agent does not make any representations or guarantees as to its accuracy, completeness or the exclusive or non-exclusive rights to use the Property. All information provided by the Agent has been prepared solely for the convenience of potential bidders to assist them in their determination of whether they wish to bid for the Property. It is assumed that any bidder has done his or her own due diligence and as such, your bid is not conditional upon due diligence. It is also acknowledged by each prospective bidder that the Agent does not make any warranties or representations and that any and all representations or warranties, express or implied, are hereby disclaimed;
5. Successful bidder(s) not completing payment within the aforementioned time period will forfeit their deposits and any monies collected as liquidated damages.
6. Deposits on all rejected bids will be returned within five business days after the Agent's determination of the successful bidder(s).
7. By submission of a Qualified Bid, a bidder shall be deemed to acknowledge that (i) bidder had an opportunity to inspect and examine the Property included in the Lot(s) on which it bid and to review available documents with respect to such Property prior to making its offer, (ii) that such bidder relied solely on its own investigation and inspection of such Property in making its offer, (iii) in the event bidder submits a bid without inspection or performing its own due diligence, it does so at its own risk, (iv) such bidder is not relying upon any written or oral statements, representations or warranties of the Agent, or any of their agents or representatives, and (v) bids are not contingent upon any further due diligence once submitted.
8. The Agent is not bound to accept the highest or any offer and reserves the right to accept and/or reject any and all bids. If in Company and Agent's determination, no acceptable bids are received by the Bid Deadline, Agent reserves the right to postpone the sale to a future date.
9. All purchases must be paid in full before Agent will release any Property.
10. All fees or costs associated with any of the Property, including, but are not limited to transfers and registration fees to the successful bidder(s) are the sole responsibility of the successful bidder(s).
11. Any bids submitted that are subject to, or include, any warranties, limitations, removal extensions, right of return, break-up fee, expense reimbursement or any terms or conditions, not already contained in the Bid Procedures will fail to qualify as a Qualified Bid and will be rejected.

**Bidder Qualification Form**

**ALL BID FORMS & DEPOSITS MUST BE PROVIDED TO TIGER CAPITAL GROUP, LLC.  
NO LATER THAN 5:00 P.M. EST ON OCTOBER 28, 2016**

<b>PLEASE RETURN TO:</b>  Email: ababcock@tigergroup.com  or  Email: mpalmer@tigergroup.com	<b>BIDDER:</b>  NAME _____  COMPANY _____  ADDRESS _____ _____  PHONE NUMBER (    ) _____  FAX NUMBER (    ) _____  E-MAIL _____
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We hereby submit the following offer to purchase the Property as indicated below. In the event we are a successful bidder, we acknowledge that we are subject to and will comply with all of the terms and conditions contained in the Bid procedures, which are incorporated herein by reference and made a part hereof. All bids are subject to an additional eighteen (18%) percent buyers' premium.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title of Signatory

\_\_\_\_\_  
Printed Name of Bidder

\_\_\_\_\_  
Company



## LOT CATALOG

Bidder Initials	Lot #	Description	Contingencies	Bid Price (In US Dollars)	Buyers Premium	Dollar Value
	1	Banner Website URL: www.bannerglass.com			\$ _____	\$ _____
	2	Ellicott City, Maryland Voice Number: 410-750-0600 Ellicott City, Maryland Fax Number: 410-313-8560			\$ _____	\$ _____
	3	Glen Burnie, Maryland Voice Number: 410-760-8866 Glen Burnie, Maryland Fax Number: 410-553-6422			\$ _____	\$ _____
	4	Oxon Hill, Maryland Voice Number: 301-839-2222 Oxon Hill, Maryland Fax Number: 301-567-4958			\$ _____	\$ _____
	5	Rockville, Maryland Voice Number: 301-762-3800 Rockville, Maryland Fax Number: 301-294-2431			\$ _____	\$ _____
	6	Silver Spring, Maryland Voice Number: 301-589-1577 Silver Spring, Maryland Fax Number: 301-588-5089			\$ _____	\$ _____
	7	Leesburg, Maryland Voice Number: 703-777-2230 Leesburg, Maryland Fax Number: 703-777-6016			\$ _____	\$ _____
	8	Chantilly, Maryland Voice Number: 571-224-0963 Chantilly, Maryland Fax Number: 703-263-0245			\$ _____	\$ _____
	9	Company Name: Banner Glass			\$ _____	\$ _____



## Auction Lot Schedule

TOTAL BIDS (NOT INCLUDING TAX OR BUYER'S PREMIUM) \$ \_\_\_\_\_

18% BUYER'S PREMIUM \$ \_\_\_\_\_

TOTAL BIDS (AFTER BUYER'S PREMIUM) \$ \_\_\_\_\_

REQUIRED DEPOSIT SUBMITTED WITH BID (10%) \$ \_\_\_\_\_

*(All bids must be submitted in U.S. Dollars)*

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Printed Name