

NOTICE OF SALE OF ESTATE PROPERTY

In re: ArmorLite Roofing Technology, LLC

United States Bankruptcy Court for the Central District of California

Case No. 2:09-bk-22974-SB

Sale Date: December 16, 2009

Sale Time: 11:00 a.m.

Sale Location: 255 E. Temple Street, Courtroom 1575, Los Angeles, California 90012

DESCRIPTION OF PROPERTY TO BE SOLD

ArmorLite Roofing Technology, LLC (the "Debtor"), proposes to sell to Wilton Acquisitions, Corp., a Delaware corporation, and its assignees ("Buyer"), all business fixtures, all leasehold improvements, all inventories, all goodwill and intellectual property, all existing contracts for the sale/delivery of roofing materials, all business records, all cash and marketable securities, and all accounts receivable (collectively, the "Purchased Assets").

PROPOSED PURCHASE PRICE

\$75,000.00

TERMS AND CONDITIONS OF SALE

Pursuant to the Purchase and Sale Agreement, dated October 2, 2009 (the "Purchase Agreement"), the Buyer does not assume the obligations and liabilities of Debtor, except for all sales contracts made in the ordinary course and any applicable property lease for the premises located at 11643 E. Telegraph Road, Suite 100, Santa Fe Springs, California 90670 (the "Premises"). The closing is the second Monday following Court approval of the sale. Debtor proposes to sell the Purchased Assets free and clear of all liens and encumbrances, except to the extent the liabilities and obligations of the Debtor are specifically assumed under the Purchase Agreement.

CONTACT PERSON FOR POTENTIAL BIDDERS

Michael E. Mahurin, Esq.
LAW OFFICES OF MICHAEL JAY BERGER
9454 Wilshire Blvd., 6th Floor
Beverly Hills, California 90212
Telephone: (310) 271-6223
Facsimile: (310) 271-9805

PROPOSED OVERBID PROCEDURES

1. On or before five (5) business days prior to the sale hearing, all potential overbidders (other than Buyer) must demonstrate to the reasonable satisfaction of Debtor that they are financially qualified so as to be able to perform all of the obligations arising under the Purchase Agreement. Such demonstration must include evidence of adequate cash or liquid assets on hand to close on the date required by the Purchase Agreement, executed by Buyer.
2. All potential overbidders shall be required to provide Debtor's counsel with a non-refundable deposit of not less than \$25,000.00 in cash or certified funds made payable to "Law Offices of Michael Jay Berger Client Trust Account" (the "Trust Account") no later than 4:00 p.m., Pacific Time, of that day which is five (5) business days before the date set for the sale.
3. Any potential overbidder, at any time prior to the date set forth in (b), above, may obtain access to Debtor's due diligence material by providing to Debtor's counsel a refundable deposit of \$10,000.00 in cash or certified funds made payable to the Trust Account. Any such potential overbidder must also sign a confidentiality agreement which provides that any non-public information they may receive in conducting due diligence shall remain confidential, shall not be copied and shall be returned to Debtor in its original format in the event the potential overbidder is not the successful overbidder. Upon determination by any such potential overbidder that said party chooses not participate as a qualified overbidder, that party shall notify Debtor's counsel in writing of such intention and shall return all due diligence materials to Debtor prior to the date set forth in (b), above. Within three (3) business days of the receipt of

such notification, and return of all due diligence materials, Debtor's counsel shall return the deposit to the potential overbidder.

4. On or before two (2) business days prior to the date set for the sale hearing, all potential overbidders shall be required to execute a purchase and sale agreement on exactly the same terms and conditions as set forth in the Purchase Agreement.

5. In the event that there is at least one qualified overbid, the following terms shall apply to the non-refundable deposit submitted by all potential overbidders:

a. As to all parties, the entire \$25,000.00 deposit shall be considered liquidated damages and shall be non-refundable, except as set forth in (5)(b) through (d) below;

b. If the Buyer is not the successful bidder, the Debtor shall reimburse Buyer any deposit paid;

c. In the event that Buyer is the successful bidder, the entire \$25,000.00 deposit shall be refunded to all potential overbidders within five (5) business days of the date of the sale hearing; and

d. In the event that there is more than one qualified overbidder, and one of the overbidders is successful, any deposit paid by the Buyer and the unsuccessful overbidders' deposits shall be refunded within five (5) business days of the sale hearing.

6. The minimum initial overbid shall be \$5,000.00 for a total of \$80,000.00. All subsequent overbids shall be in a minimum increment of \$5,000.00. The actual minimum bid is subject to change as may be ordered by the Honorable Samuel L. Bufford, United States Bankruptcy Judge for the Central District of California (the "Bankruptcy Court")

7. In the event of at least one qualifying overbid, the overbidding shall take place at the time of hearing for approval of the sale to Buyer, currently set for December 16, 2009, at 11:00 a.m., in Courtroom 1575, 255 E. Temple St., Los Angeles, California 90012. All potential overbidders must appear personally at the hearing, unless otherwise authorized by the Bankruptcy Court.

8. The successful overbidder must pay the balance of the purchase price with cash or certified funds made payable to Seller within five (5) business days of the sale hearing.