

Bid Procedures for Sealed Bid Sale and Possible Live Auction Sale

Notice Parties

All documents or information required to be provided under these Bid Procedures must be provided in writing to each of the following parties (collectively, the “**Notice Parties**”):

1. Diana Peterson, AW Properties Global, by email to dianap@awproperties.com in PDF format only;
2. Alan J. Perlman, Dickinson Wright, PLLC, by email to APerlman@dickinsonwright.com in PDF format only; and
3. Alan Grochal, Tydings & Rosenberg, LLP, by email to agrochal@tydings.com in PDF format only.

Access to Document Vault

Any Potential Bidders wishing to review confidential documents related to the Real Estate and the Sealed Bid Sale may access the Document Vault in the listing located at www.awproperties.com. To access the Document Vault, Potential Bidders must first register on the www.awproperties.com website and in so doing create a password that can then be used to accept the terms of the Confidentiality Agreement and enter the Document Vault. Any questions relating to accessing the Document Vault should be directed to AW Properties Global via email to dianap@awproperties.com.

Sealed Bid Sale Deadline

The deadline for all Potential Bidders to submit a bid to purchase some or all of the Real Estate (a “**Bid**”) is **5:00 p.m. (prevailing Central Time) on March 14, 2025** (the “**Bid Deadline**”). A Good Faith Deposit (defined below) must be contemporaneously provided with any Bid by wire or by certified check pursuant to the delivery instructions to be provided below. Each Potential Bidder must deliver written copies of each Bid by electronic mail to each of the Notice Parties.

Qualified Bidders

Only Bids submitted by Qualified Bidders prior to the Bid Deadline will be considered for potential purchase of the Real Estate. To become a Qualified Bidder, a Potential Bidder must deliver the following to each of the Notice Parties:

- a. A statement or other factual support demonstrating to the satisfaction of the Seller and the Notice Parties in the exercise of their reasonable business

- judgment that the Potential Bidder has a *bona fide* offer to purchase all of the Real Estate;
- b. Preliminary proof of the Potential Bidder's financial capacity to close a proposed transaction at the Total Purchase Price (defined below), which may include current unaudited or verified financial statements of, or verified financial commitments obtained by, the Potential Bidder, or, if the Potential Bidder is an entity formed for the purpose of acquiring the property to be sold, the party that will bear liability for a breach; and
 - c. A statement that the Potential Bidder consents to the core jurisdiction of the Bankruptcy Court and waives any right to a jury trial in connection with any disputes related to the Sale.

Within three (3) business days of submission, the Broker will notify the Potential Bidder if they are a Qualified Bidder.

Millenium Investment Group, LLC or its assignee shall be deemed a Qualified Bidder.

Qualifying Bid Requirements

For a Bid to become a "**Qualifying Bid**", each Bid must:

- a. Be submitted in writing by a Qualified Bidder;
- b. State that the Qualified Bidder offers to purchase all or a portion of the Real Estate;
- c. Be accompanied by wire or by a certified check payable to "AW Properties Global" in an amount equal to 10% of the Total Purchase Price (defined below) (the "**Good Faith Deposit**"). The certified check for the Good Faith Deposit shall be sent to the offices of AW Properties Global, 707 Skokie Boulevard, Suite 600, Northbrook, IL 60062 to be received by the Bid Deadline. For wiring instructions, email dianap@awproperties.com. Any Deposits received after the Bid Deadline will not be accepted. Any Deposit made by a bidder who is not awarded the contract to purchase all or some of the Real Estate shall be returned to such bidder;
- d. Identify the amount offered plus the five percent (5%) buyer's premium as defined in paragraph 2 of the *Exclusive Sales and Listing Agreement* (the "**Listing Agreement**") executed between the Notice Parties (the "**Transaction Fee** Clearly enumerate the bid amount (e.g. amount X) plus five percent (5%) Transaction Fee (e.g. amount Y) equals total purchase price offered (e.g. amount Z) ("**Total Purchase Price**") In determining the value of such Bid, the Seller, in consultation with the Notice Parties, will not be limited to evaluating the dollar amount of a Bid, but may also consider factors

- including, but not limited to, the liabilities and other obligations to be performed or assumed by the Qualified Bidder, the assets included and other factors affecting the speed, certainty, and ultimate value of the proposed transaction;
- e. Be binding and irrevocable by the Qualified Bidder until the selection of the Successful Bid and the Back-Up Bid, if any, in accordance with the terms of these Bid Procedures; provided however, that if such Qualified Bidder is selected as the Back-Up Bidder, its Bid must remain binding and irrevocable until the earlier of (i) the Seller's consummation of the Sale with the Successful Bidder and (ii) the date that is twenty (20) days after the closing of the Sale.
 - f. Include an executed, proposed Asset Purchase Agreement, together with all exhibits and schedules thereto, pursuant to which the Proposed Bidder proposes to effectuate the proposed transaction at the Total Purchase Price (the "**Transaction Documents**");
 - g. Not be conditioned on unperformed due diligence financing or inspections or on any Bidder's ability to obtain financing;
 - h. Contain written evidence of a commitment for financing or other evidence of the ability to consummate the proposed transaction at the Total Purchase Price, satisfactory to the Seller in its reasonable discretion after consultation with the Notice Parties, with appropriate contact information for such financing sources;
 - i. Not request or entitle the Qualified Bidder to any breakup fee, termination fee, expense reimbursement, or similar type of payment;
 - j. Waive any right to seek a claim for substantial contribution in connection with Seller's Bankruptcy Case;
 - k. Fully disclose the identity of each entity that will be bidding for all or a portion of the Real Estate or otherwise sponsoring, financing (including through the issuance of debt in connection with such Bid), participating in, or benefitting from such Bid, and the complete terms of any such sponsorship, participation, financing, or benefit;
 - l. State that it constitutes a good faith, *bona fide* offer and that the Qualified Bidder intends to consummate the proposed transaction if selected as the Successful Bidder or the Back-Up Bidder;
 - m. Include a written acknowledgment by the Qualified Bidder that it agrees to all of the terms for Sale set forth in these Bid Procedures, and that, if selected as

the Successful Bidder or Back-Up Bidder, it shall increase its Good Faith Deposit to an amount equal to ten percent (10%) of the Total Purchase Price pursuant to its final bid (the "**Full Deposit**") and that the Full Deposit is due within one (1) business day of notification to the Successful Bidder by the Notice Parties of its Successful Bid;

- n. Include an agreement to provide any other information reasonably requested by the Seller and the Notice Parties prior to the Sealed Bid Sale;
- o. Provide for a closing date for the proposed transaction that is no later than seven (7) business days after March 27, 2025;
- p. Provide any information that may distinguish you from other bidders;
- q. Provide contact information for your real estate attorney and your real estate broker (if any)
- r. Include a written acknowledgment that all submitted Bids will remain sealed; and
- s. Be **received** by the Notice Parties on or before the Bid Deadline.

Notwithstanding the foregoing, if a bid submitted on or prior to the Bid Deadline fails to meet all the requirements of a Qualified Bid, the Seller in consultation with the Notice Parties is entitled to work with the Potential Bidder in an effort to cure any defects in the bid and to cause such bid to become a Qualified Bid. Additionally, the Seller in consultation and approval by the Notice Parties may waive one or more defects and cause such bid to be a Qualified Bid.

Credit Bid by Millienium Investment Group, LLC

Pursuant to 11 U.S.C. § 363(k), Millenium Investment Group, LLC (or its assignee) (hereinafter referred to as "Creditor") may bid at the Sealed Bid Sale by submitting a Qualified Bid. If Creditor is the Successful Bidder for any Real Estate, it may offset the amount of its claim against the purchase price of the Real Estate. For purposes of the Sealed Bid Sale and Potential Live Auction, Creditor shall be deemed to have an allowed claim and corresponding credit bid rights in the amount up to \$4,537,006.92.

To the extent Creditor is the Successful Bidder with respect to any of the Real Estate, Creditor shall also pay any ad valorem real estate taxes and assessments that may constitute a first lien on such property.

Sealed Bid Sale and Live Auction Process for Qualified Bids

If the Seller receives one or more Qualified Bids, within twenty-four (24) hours of the Bid Deadline, the Seller in the exercise of its reasonable business judgment with the approval of the Notice Parties, shall review the Qualified Bids to determine which one or more Qualified Bids provides the Seller with the highest or otherwise best bid for the purchase of the Real Estate that the Seller believes is most beneficial to the Seller's Bankruptcy estate (the "**Sealed Bid Sale**").

If the Seller, in exercise of its reasonable business judgment and in consultation with the Notice Parties, determines that a live auction among the five (5) highest Qualified Bids is appropriate, Seller shall hold such live auction within seven (7) days of the review of the Qualified Bids remotely, via Zoom (the "**Live Auction**"). If the Seller elects to sell the Real Estate at a Live Auction, such bidders will be notified of the date and time of same at least forty-eight (48) hours in advance.

At the conclusion of either the Sealed Bid Sale or the Live Auction if it is determined a Live Auction is appropriate, the Seller, in the exercise of its reasonable business judgment and in consultation with the Notice Parties, will select (i) the highest or otherwise best bid or collection of bids submitted by one or more Qualified Bidders that the Seller believes is most beneficial to the Seller's bankruptcy estate (the "**Successful Bid(s)**"); and (ii) at the Seller's discretion, the next highest or otherwise best bid or collection of bids after the Successful Bid (the "**Back-Up Bid(s)**").

In selecting the Successful Bid(s) and the Back-Up Bid(s), if any, the Seller, in consultation with the Notice Parties, shall take into account, among other things: (i) the type and nature of any provisions contained in each Bid and the extent to which such modifications are likely to delay closing of the contemplated transaction and the cost to the Seller of such modifications or delay; (ii) the likelihood of the Qualified Bidder's ability to close its proposed transaction and the timing thereof; (iii) the expected net benefit of the transaction to the Seller's Bankruptcy estate; and (iv) any other factors the Seller, in consultation with the Notice Parties, may reasonably deem relevant.

Within one (1) business day of notification to the Successful Bidder by the Notice Parties of its Successful Bid, the Successful bidder must make the Full Deposit, which is equal to ten percent (10%) of the Total Purchase Price. The Full Deposit shall be deposited with the title company where closing shall occur.

Upon determination of the Successful Bid, the closing on the transaction (the "**Settlement**") shall be made no later than seven (7) business days after March 27, 2025, at a time and place mutually agreed upon between the parties.

At Settlement, the Seller will execute and deliver to the Successful Bidder, or Back-Up Bidder (as defined below), if any, a good and sufficient deed conveying the premises in fee simple, free of all liens and encumbrances with a special warranty of title, excepting

any building and use restrictions appearing in the chain of title or which are enumerated or referred to below and any easements of record or which may be visible by inspection of the premises.

Unless otherwise agreed to in writing by the Seller, Real estate taxes on the Real Estate assessed in 2024 and payable for the tax year of July 1, 2024 – June 30, 2025 shall be prorated from the date of closing. Seller shall be responsible for all real estate taxes assessed prior to the date of closing, which shall be paid from sales proceeds. The Successful Bidder or the Back-Up Bidder, if any, will pay all State, County and/or Local real estate transfer and recordation taxes payable on the amount of the purchase price.

The Successful Bidder, or the Back-Up Bidder, if any, expressly acknowledges and understands that the Successful Bidder or the Back-Up Bidder, if any, is buying the Real Estate in its present condition and that the Seller makes no representation or warranty of any kind whatsoever with regard to the condition of the land or any of the improvements on the land or any assumed entitlements for proposed development of the land.

The Successful Bidder, or the Back-Up Bidder, if any, expressly acknowledges and understands that they are buying the Real Estate in its present condition and that the Seller makes no representation or warranty of any kind whatsoever. The Real Estate is being sold "As Is" at the time of the Sale and Settlement. The Successful Bidder, or the Back-Up Bidder, if any, accepts the property "As Is". The purchaser waives any claims for the liability imposed through any environmental actions. This agreement shall survive the Settlement.

The Successful Bidder, or the Back-Up Bidder, if any, is responsible for obtaining financing, if any, and the contract to purchase the Real Estate is in no way contingent upon the availability of financing. Seller will not pay points, settlement costs, or otherwise render financial assistance to the Successful Bidder, or the Back-Up Bidder, if any, in this regard.

If the Successful Bidder fails to comply with the terms of Sale, the Successful Bidder shall forfeit the Good Faith Deposit and the Full Deposit as liquidated damages and applied first to the reimbursement of auction fees paid to the auctioneer by Creditor and second to any real property taxes due to any appropriate taxing authority, and the sale may be rescinded at the option of the Seller, and in such case the Real Estate may be resold at any time without further notice. Any increase in price on resale shall belong to Seller in addition to the retained Good Faith Deposit and Full Deposit money forfeited and applied as set forth above.

Back Up Bid

If, for any reason, Successful Bidder fails to close on the proposed transaction, then:
(i) the Successful Bidder shall forfeit the Good Faith Deposit and the Full Deposit and

applied first to the reimbursement of auction fees paid to the auctioneer by Creditor and second to any real property taxes due to any appropriate taxing authority as liquidated damages and be subject to such other rights and remedies as the Seller may have for such failure; (ii) the Qualified Bidder who made the Back-Up Bid will be deemed to have submitted the highest and best bid without further order of the Bankruptcy Court (the "**Back-Up Bidder**"); and (iii) the Back-Up Bidder will be required to proceed as the purchaser at closing, and its bid will be treated as the Successful Bid without further order of the Bankruptcy Court.

Consent to Jurisdiction as Condition to Bidding

All Qualified Bidders will be deemed to have consented to the exclusive core jurisdiction of the Bankruptcy Court with respect to all matters relating to the Sale and the construction and enforcement of the Transaction Documents and waived any right to a jury trial in connection with any disputes relating to the Sale.

Return of Good Faith Deposit

All Good Faith Deposits will be held by the Broker in a non-interest-bearing escrow or trust account. Good Faith Deposits of Qualified Bidders, other than the Successful Bidder and the Back-Up Bidder, if any, will be returned to the unsuccessful bidders within five (5) business days after selection of the Successful Bidder and Back-Up Bidder, if any, in accordance with these Bid Procedures. The Successful Bidder's Full Deposit will be applied to the Purchase Price of the Successful Bid at closing, and the Full Deposit shall be retained and applied first to the reimbursement of auction fees paid to the auctioneer by Creditor and second to any real property taxes due to any appropriate taxing authority if the Successful Bidder fails to meet its obligations to close the transaction contemplated by the Successful Bid. The Good Faith Deposit of the Back-Up Bidder, if any, will be returned to the Back-Up Bidder, if any, within five (5) business days after the consummation of the sale with the Successful Bidder. If the Successful Bidder or the Back-Up Bidder (if the Successful Bidder fails to consummate the proposed transaction) fails to enter into an asset purchase agreement as promptly as practicable or consummate the proposed transaction consistent with the Successful Bid or Back-Up Bid (if applicable), because of a breach or failure to perform on the part of the Successful Bidder or Back-Up Bidder (if applicable), all parties in interest reserve the right to seek all available damages from the defaulting Successful Bidder or Back-Up Bidder (if applicable), including specific performance and retention of the Full Deposit.

Reservation of Rights

Seller reserves the right, as it may reasonably determine to be in the best interests of its Bankruptcy estate and in consultation with the Notice Parties, to: (i) determine which

bidders are Qualified Bidders; (ii) determine which bids are Qualified Bids; (iii) determine which Qualified Bid or combination of Qualified Bids is the highest or otherwise best proposal and which is the next highest or otherwise best proposal; (iv) reject any bid that is (a) inadequate or insufficient, (b) not in conformity with the requirements of the Bidding Procedures or the requirements of the Bankruptcy Code, or (c) contrary to the best interests of the Seller and its Bankruptcy estate; (v) remove assets from the Sale; (vi) waive terms and conditions set forth herein with respect to Potential Bidders; (vii) impose additional terms and conditions with respect to all Potential Bidders.

Exhibit A

Real Property

Approx. 5.86 AC of land located at:

15300 Dino Dr., Burtonsville, MD 20866

Approx. 11.14 AC of land located at:

365 Old Columbia Pike, Burtonsville, MD 20866