

Immediate Liquidation of Inventory for Global Protection USA, Inc.



DEAL AT A GLANCE

INDUSTRY

Wholesaler of Protective Suits,
Ventilators, Disaster Equipment

LOCATION

City of Industry, CA
West Berlin, NJ

KEY DETAILS

Chapter 11 Bankruptcy Sale

California Inspection Dates:

Thursday May 24th

& Friday May 25th

CONTACT

Erv Terwilliger

Office: 410-796-3211

Fax: 443-320-9225

Email:

erv@321capitalpartners.com

Overview

321 Capital Partners LLC, have been engaged by our client to liquidate their inventory within the Chapter 11 Bankruptcy process. A motion to employ our firm has been submitted to the court, with full support from the creditor groups. Time requires that we solicit offers immediately.

Inventory

Execute the attached confidentiality agreement to receive the full inventory found in two locations; West Berlin, NJ and City of Industry, CA. This is specialized inventory and may need to be moved by June 30, 2012. Inventory includes Tyvek® suits and a large quantity of ventilators. In addition to the inventory is a large quantity of Industrial Racking.

Site Visits

We are scheduling 2 days to inspect the inventory in
California:

Thurs. 5/24/12 and Friday 5/25/12

Please review the attached list and call ahead to reserve your time slot for a site visit during those 2 days. We will seek court approval on a short notice so that a closing and removal of inventory can be accomplished by June 30, 2012.

For More Details

Please execute the following Confidentiality Agreement and return by way of fax or email to:

Fax: 443-320-9225;

or

Email: ca@321capitalpartners.com



This Non-Disclosure, (hereinafter "Agreement"), which shall be regarded as a mutual and **reciprocal contract** between the Parties, is made and entered into as of this _____ day of May 2012 by and between **321 Capital Partners, LLC** and

_____.

WHEREAS, The Parties hereto are desirous of establishing a mutually-beneficial business relationship for the liquidation of Global Protection USA, Inc. The Parties hereto are prepared to disclose information or data of a confidential nature, including but not limited to financial information, client information, business concepts, business strategies, business opportunities, business relationships and sources of capital and financing.

NOW THEREFORE, in consideration of the mutual agreements contained herein,

1. The Parties agree to hold all confidential or proprietary information or trade secrets ("information") in trust and confidence and agrees that it shall be used only for the contemplated purpose, and shall not be used for any other purpose or disclosed to any third party under any circumstances whatsoever except as may be necessary to complete the desired results above.
2. No copies may be made or retained of any written information supplied.
3. When requested all materials are to be returned or destroyed.
4. This information shall not be disclosed to any employee, consultant or third party unless the said party agrees to execute and be bound by the terms of this Agreement.
5. It is understood that either Party would have no obligation with respect to any information known by the other Party in this Agreement or as may generally be known within the industry prior to the date of this Agreement, or that shall become common knowledge within the industry thereafter.
6. The Parties acknowledge the information disclosed herein is proprietary or trade secrets and in the event of any breach, either Party shall be entitled to injunctive relief as a cumulative and not necessarily successive or exclusive remedy to claim for monetary damages.
7. This agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns.
8. Each Party acknowledges that this Agreement is a valid and legally binding obligation that has been executed by an authorized representative. A copy of this Agreement transmitted via facsimile, bearing the signature (or e-signature) of one or both Parties shall be deemed to be of the same legal force and effect as an original of the Agreement bearing such signature(s) as originally written by such one or both Parties.

In witness of this, the Broker and the Recipient have executed this Agreement as of the day and year first written above.

Signature: _____

321 Capital Partners Signature: _____

Email: _____

Date: _____

Phone: _____

Printed Name: _____