

Signed: July 16, 2010

**SO ORDERED
FOR REASONS STATED ON THE RECORD OF HEARING ON
JULY 15, 2010.**



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(Baltimore Division)**

In re: GEMCRAFT HOMES, INC.,

Debtor.

Case No. 09-31696 (NVA)
(Chapter 11)

In re: Gemcraft Homes, Inc.,
DLM, LLC,
Gemcraft Homes Group, Inc.,
Gemcraft Homes Forest Hill, LLC,
Gemcraft Chesapeake, LLC,
Harkins Properties, LLC,
The Preserve at Jefferson Creek, LLC,
S & M Properties, LLC,

Debtors.

Case No. 09-31696 (NVA)
Case No. 09-31702 (NVA)
Case No. 09-31703 (NVA)
Case No. 09-31704 (NVA)
Case No. 09-31706 (NVA)
Case No. 09-31707 (NVA)
Case No. 09-31708 (NVA)
Case No. 09-31709 (NVA)

Jointly Administered Under
Case No. 09-31696 (NVA)

**ORDER APPROVING SALE OF REAL PROPERTIES, SUBJECT TO LIENS OF THE
COLUMBIA BANK, FREE AND CLEAR OF ALL LIENS, CLAIMS AND INTERESTS
AND GRANTING RELATED RELIEF**

Upon the Motion of Debtors for Entry of Orders: (I) (A) Approving Sale Procedures
Related to the Sale of Real Properties Free and Clear of Liens, Claims and Interests; (B)
Scheduling an Auction; and (C) Approving Form and Manner of Notice of Auction; and (II) (A)
Approving Sale of Properties Free and Clear of Liens, Claims and Interests, (B) Approving
Debtors' Agreement with The Columbia Bank for the Sale of The Columbia Bank's Collateral;

and (C) Granting Related Relief (the “Sale Motion”),¹; and this Court having conducted the Sale Hearing on July 15, 2010; and The Columbia Bank (the “Buyer”) having made the highest and best offer for the real property located in the following developments: (a) Hickory Hollow, Smyrna, Kent County, Delaware (244 single family lots in various stages of completion) and (b) Rosebrook-Falling Waters, York County, York, PA (321 single family lots, subject to approvals (collectively, the “Properties”)); and upon the record set forth at the Sale Hearing; and the Court having considered the evidence and the arguments of all parties-in-interest at the hearing; and upon the certificates of service heretofore filed herein; and the Court having reviewed and considered the Sale Motion and all objections filed thereto or, no objections having been filed or otherwise asserted; and it appearing that the relief sought by the Debtors is necessary and in the best interests of all creditors and the estate; and after due deliberation and sufficient cause appearing therefore

THE COURT HEREBY FINDS THAT:

A. The sale of the Properties to the Buyer is fair, reasonable and in the best interests of the Debtors, their creditors and their estates.

B. The offer of the Buyer to purchase the Properties being the highest and best offer to the Debtors for the Properties, approval of the Purchase and Sale Agreement, attached hereto as Exhibit A (the “APA”), is in the best interests of the Debtors, their creditors and their estates.

C. Fair, reasonable and sufficient notice under the Bankruptcy Code and the Bankruptcy Rules of the proposed sale of the Properties has been given to the creditors and parties-in-interest.

¹ Capitalized terms not otherwise defined in this Order shall have the meaning ascribed to them in the Sale Motion.

D. The record establishes that there are good, valid and sound business purposes for the sale of the Properties.

E. The consideration to be paid under the APA is fair and reasonable, and the Buyer's offer is the highest and best offer for the Properties.

F. Each entity that claims any interest in Properties has either consented to the sale or could be compelled in a legal or equitable proceeding to accept a money satisfaction of such interest.

G. The debtor DLM, LLC ("Seller") is the lawful owner of the Properties.

H. The sale of the Properties has been conducted pursuant to a fair and equitable process.

I. The Debtors and the Buyer have at all times acted in good faith and in accordance with applicable law. The Buyer is a buyer in good faith within the meaning of section 363(m) of the Bankruptcy Code. The sale of the Properties to the Buyer pursuant to the APA is a sale in good faith within the meaning of section 363(m) of the Bankruptcy Code, and the Buyer is entitled to the protections of such section 363(m). There has been no evidence presented to this Court that the sale price was controlled by any agreement among potential bidders or that any activity prohibited by section 363(n) of the Bankruptcy Code has occurred.

J. The Debtors have the full authority and power to execute and deliver the APA and related agreements and all other documents contemplated by the APA, to perform its obligations thereunder, to consummate the transactions contemplated thereby and the execution, delivery and performance of the APA and the documents to be executed and pursuant thereto, and the sale of the Properties, pursuant to the APA, has been duly and validly authorized by all necessary action. No other consents or approvals are necessary or required for Debtors to enter into the

APA, perform their obligations thereunder and consummate the transactions contemplated thereby.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. This Court has jurisdiction over the Sale Motion pursuant to 28 U.S.C. § 1334. This matter is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A), (N) and (O). Venue of this proceeding and this Motion is proper in this judicial district pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief sought herein are sections 105(a) and 363(b), (f), (k), (l) and (m), Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9006 and 9007, and Local Rule 6004-1.

2. The Sale Motion is GRANTED pursuant to sections 105 and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9006 and 9007, and Local Rule 6004-1. All objections to the Sale Motion that were not withdrawn have been settled or are hereby overruled.

3. The Agreement with The Columbia Bank is APPROVED.

4. The Sellers are authorized and directed to sell the Properties to the Buyer, without further application to or Order of this Court and upon the terms and conditions of the APA and any related agreements, as applicable. Closing on the sale of the Properties (“Closing”) shall take place within two (2) weeks of the date of the entry of this Order.

5. The transfer of the Properties to the Buyer will be a legal, valid and effective transfer. Title to all of the Sellers’ right, title and interest in and to the Properties shall pass to the Buyer at the closing, free and clear of all prepetition and postpetition liens, claims (including, but not limited to, any “claim” as defined in section 101(5) of the Bankruptcy Code) and encumbrances, including, but not limited to, any lien (statutory or otherwise), hypothecation,

encumbrance, liability, security interest, interest, mortgage, pledge, restriction, charge, instrument, license, preference, priority, security agreement, easement, covenant, encroachment, option, right of recovery, tax (including foreign, federal, state and local tax), governmental order, of any kind or nature (including (i) any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing, (ii) any assignment or deposit arrangement in the nature of a security device, (iii) any claim based on any theory that the Buyer are successors, transferees or continuation of the Sellers, and (iv) any leasehold interest, license or other right, in favor of a third party or the Sellers, to use any portion of the Properties, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non contingent, material or non material, known or unknown (referred to collectively hereinafter as the “Liens and Claims”)).

6. The APA, and each of the terms thereof and the transaction contemplated thereby, are APPROVED. The Debtors are authorized and directed to execute and deliver such other documents and take such other actions as may be necessary, desirable or appropriate to effect, implement, and/or consummate the APA, the sale of the Properties and all other transactions described in the APA, without further application to or Order of this Court.

7. Effective upon closing, all parties and/or entities asserting or who may assert Liens and Claims and contract rights against the Debtors are hereby permanently enjoined and precluded, with respect to such Liens and Claims, from: (i) asserting, commencing or continuing in any manner any action against the Buyer (or any of their subsidiaries or affiliates) or any director, officer, agent, representative or employee of the Buyer or any lender to any of the foregoing entities (all such entities including, without limitation, such lenders are collectively referred to as the “Protected Parties”) or against all Protected Parties’ assets or properties; (ii) the

enforcement, attachment, collection or recovery, by any manner or means, of any judgment, award or decree or order against the Protected Parties or any properties or assets of the Protected Parties; (iii) creating, perfecting or enforcing any encumbrance of any kind against the Protected Parties or any properties or assets of the Protected Parties; (iv) asserting any setoff, right of subrogation or recoupment of any kind against any obligation due the Protected Parties; and (v) any action, in any manner, in any place whatsoever, that does not conform to or comply with the provisions of this Order or the APA.

8. The provisions of this Order authorizing the sale of the Properties free and clear of Liens and Claims to the extent hereinafter provided (with such Liens and Claims to attach to the proceeds of the sale of the Properties) shall be self-executing, and neither the Debtors, the Buyer nor any other party shall be required to execute or file releases, termination statements, assignments, cancellations, consents or other instruments to effectuate, consummate and/or implement the provisions hereof with respect to such sale; provided, however, that this paragraph shall not excuse such parties from performing any and all of their respective obligations under the APA. Without in any way limiting the foregoing, the Buyer is empowered to execute and file releases, termination statements, assignments, consents, cancellations or other instruments to effectuate, consummate and/or implement the provisions hereof with respect to such sale.

9. Nothing contained herein shall be deemed to be, or considered to have approved, any allocation of the proceeds from the sale of the Properties between or among the Debtors. Any such allocation shall be determined by further Order of the Court, and all parties' rights with respect to any such allocation shall be reserved.

10. The provisions of this Order and any actions taken pursuant hereto shall survive the entry of any Order which may be entered confirming any plan of reorganization or which

may be entered converting this case from chapter 11 to chapter 7 and shall be binding on any trustee or successor trustee.

11. This Order shall be binding upon, and shall inure to the benefit of, the Debtors and the Buyer and their respective successors and assigns. The failure specifically to include any particular provisions of the APA in this Order shall not diminish or impair the efficacy of such provisions, it being the intent of the Court that the APA and each and every provision, term, and condition thereof be and therefore is, authorized and approved in its entirety.

12. The Court shall retain jurisdiction over the Debtors, the Buyer, and all parties asserting Liens and Claims and contract rights on or in the Properties, to implement, interpret, consummate and/or effectuate the provisions of this Order, the APA and all agreements arising out of, related to, or approved pursuant to this Order.

13. Any and all governmental recording offices and all other parties, persons or entities are directed to accept this Order for recordation on or after the Closing as conclusive evidence of the free and clear, unencumbered transfer of title to the Properties conveyed to the Buyer at Closing.

14. Pursuant to section 363(m) of the Bankruptcy Code, the reversal or modification of this Order on appeal shall not affect the validity of the transfer of the Properties to the Buyer unless the transfer is stayed pending appeal prior to closing.

15. This Order shall be effective immediately upon entry pursuant to Rule 7062 and 9014 of the Federal Rules of Bankruptcy Procedure, and no automatic stay of execution, pursuant to Rule 62(a) of the Federal Rules of Civil Procedure or Rule 6004(h) the Federal Rules of Bankruptcy Procedures applies with respect to this Order.

cc: Irving E. Walker, Esq.
Gary H. Leibowitz, Esq.
G. David Dean, Esq.
Cole, Schotz, Meisel, Forman & Leonard, P.A.
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6225 Smith Avenue
Baltimore, MD 21209

Attached Service List

End of Order

EXHIBIT A

PURCHASE AND SALE

AGREEMENT

[TO BE INCLUDED AFTER

AUCTION AND PRESENTED]

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made as of this ____ day of July, 2010, by and between DLM, LLC (the "Seller") and The Columbia Bank (the "Buyer").

BACKGROUND

A. On November 9, 2009 (the "Petition Date"), Gemcraft Homes, Inc. ("Gemcraft") and seven (7) affiliated entities¹ (each a "Debtor" and collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Maryland, Baltimore Division (the "Bankruptcy Court").

B. The Debtors have remained in possession of their property and continue to manage their financial affairs as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

C. The Debtors' primary business consists of developing real property and the construction and sale of residential homes in Maryland, Delaware, Pennsylvania, West Virginia, and Virginia. The purchase and development of the residential projects were financed primarily through secured loans from approximately twenty four different lenders, including Regions Bank ("Regions"), M&T Bank ("M&T"), PNC Bank ("PNC"), BB&T Bank, Wachovia Bank, and Buyer.

D. The Debtors have determined that it is in their best interests and the best interests of their estates and creditors to sell certain real property comprising certain of the above-referenced residential projects through an asset disposition program with KPMG Corporate Finance LLC and its subsidiary, KPMG CF Realty LLC (collectively, "KPMG-CF").

E. The Buyer is one of the Debtors' prepetition secured lenders. Pursuant to an Amended and Restated Deed of Trust Note dated May 4, 2006 (as amended from time to time, the "Note"), the Debtors are indebted to the Buyer in the original principal amount of \$30,000,000.00 (the "Loan"). The Loan is guaranteed by the Debtors (including the Seller) pursuant to an Amended and Restated Guaranty Agreement dated May 4, 2006.

F. The Loan is secured by, among other things, the following real property located in the following developments (collectively, the "Property")

- (a) Hickory Hollow, Smyrna, Kent County, DE (244 single family lots in various stages of completion) (the "Hickory Hollow Property"); and
- (b) Rosebrook-Falling Waters, York County, York, PA (321 single family lots, subject to approvals) (the "York Property").

¹ The affiliated Debtors are DLM, LLC, Gemcraft Homes Group, Inc., Gemcraft Homes Forest Hill, LLC, Gemcraft Chesapeake, LLC, Harkins Property, LLC, The Preserves at Jefferson Creek, LLC, and S & M Properties, LLC.

G. As of the Petition Date, the principal balance due on the Loan was \$27,784,672.95 plus aggregate interest of \$622,997.58 plus late fees, expenses and attorneys' fees. Buyer has filed a Proof of Claim with the Bankruptcy Court in the total amount, as of the Petition Date, of \$28,407,670.53 exclusive of attorneys' fees and expenses.

H. Bankruptcy Court approval is required as a condition to Seller's sale of the Property and, subject to such approval, the Seller is prepared to sell, transfer and convey all of its right, title and interest in and to the Property to Buyer, and Buyer is prepared to purchase and accept the Property, from Seller, all for the Purchase Price (defined below) and upon the other terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree:

TERMS AND CONDITIONS

1. Sale and Purchase. Seller hereby agrees to sell, transfer and convey all of its right, title and interest in and to the Property to Buyer, free and clear of liens, claims and interests, and Buyer hereby agrees to purchase and accept the sale, transfer and conveyance from the Seller for the Purchase Price on and subject to the other terms and conditions set forth in this Agreement.

2. Purchase Price. The purchase price for the Property (the "Purchase Price") shall be a credit bid by Buyer in the amount of \$1,500,000 (\$700,000 for the York Property and \$800,000 for the Hickory Hollow Property). Subject to the terms and conditions hereinafter set forth, Buyer shall pay the Purchase Price to Seller at the consummation of the transactions contemplated hereby (the "Closing") by the Buyer's credit of the Purchase Price against the amount owed by the Seller on the Loan. Nothing herein shall be deemed a waiver by the Buyer of its rights and remedies to collect the balance due by Seller or any guarantors on the Loan after Closing.

3. Representations and Warranties of Seller. Seller warrants and represents to Buyer that, subject to the approval of the Bankruptcy Court, Seller has the capacity, and all requisite actions have been taken and approvals obtained by Seller, to fully authorize and empower Seller to execute this Agreement and consummate the transaction contemplated hereby.

4. Closing Conditions.

4.1 Sale Order. The obligation of Seller and Buyer to consummate the transactions described herein shall be contingent upon entry of the Bankruptcy Court's order, in form and substance acceptable to Seller, authorizing the Seller to sell the Property to Buyer in accordance with the terms, provisions, and conditions of this Agreement (the "Sale Order").

4.2 Performance of Obligations. The obligation of each party to consummate the transactions described herein shall occur at Closing and is contingent upon the complete and timely performance, in all material respects, by the other party of each of such other party's

obligations hereunder and upon the truth in all material respects of each of such other party's representations and warranties contained herein on and as of the Closing Date, as hereinafter defined, as if made on such date.

4.3 Purchase "As Is, Where Is"

(a) Buyer acknowledges and agrees that Buyer is familiar with the Property and has examined, or had the opportunity to examine, all matters concerning the Property which Buyer deems material to the transaction contemplated by this Agreement, including, without limitation, the condition of title to the Property, the physical condition of the Property, including, without limitation, the presence of any toxic or hazardous substances, materials, or wastes on the Property (hereinafter collectively referred to as "Hazardous Materials"), Hazardous Materials within, under, upon, or in the vicinity of the Property or in the groundwater under the Property, topography and geology of the Property, drainage, condition of the soil and groundwater of the Property, climate, air, compliance of the Property (including the groundwater under the Property) and its use with applicable laws, compliance of the Property with covenants, conditions, and restrictions (whether or not recorded), dimensions of and availability and capacity of utilities and sanitary facilities (including, without limitation, water and sewer connections) for the Property, suitability of the Property for its intended use, feasibility of use of the Property, the impact and consequences of any further development of the Property, on the environment and on archaeological and historical resources, zoning, any applicable entitlements and the availability of entitlements from government authorities.

(b) Buyer acknowledges and agrees that Buyer is acquiring the Property in its "AS IS, WHERE IS" condition as of the Closing Date (including, without limitation, subject to all latent and patent defects and the presence of any and all Hazardous Materials), WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. Other than as expressly set forth herein, neither the Seller, the Debtors or their bankruptcy estates, nor any of their respective officers, shareholders, directors, agents, representatives, attorneys or employees have made any representations or warranties, direct or indirect, oral or written, express or implied, to Buyer or any agents, representatives, attorneys or employees of Buyer with respect to the Property, its condition, its respective fitness for any particular purpose, or their respective compliance with any laws, and Buyer is not aware of and does not rely upon any such representation either to itself or any other party. Any information, documents or materials which have been or hereafter are made available to Buyer are made available solely as an accommodation to Buyer in the conduct of its due diligence, and Seller makes no representation or warranty as to the accuracy and completeness thereof.

(c) Other than with respect to the matters specifically set forth as a representation or warranty in Section 3, and except as otherwise expressly provided herein, without limiting the generality of the foregoing, Buyer agrees that neither the Seller, the Debtors or their bankruptcy estates, nor any of their respective officers, directors, shareholders, agents, representatives, attorneys or employees, shall have any liability, obligation, or responsibility of any kind with regard to: (a) the content or accuracy of any appraisal, study, survey, report, opinion, or conclusion of any engineer or other person with respect to the Property; (b) the availability, validity, or enforceability of entitlements for the Property, whether currently existing

or existing in the future; (c) the content, completeness or accuracy of any material directly or indirectly given to Buyer by any of the foregoing parties or any of their respective agents, representatives, attorneys or employees, or reviewed by Buyer with respect to the Property; (d) the condition of title to the Property; (e) the physical condition of the Property (including, without limitation, the presence of Hazardous Materials within, under, upon, or in the vicinity of, the Property or in the groundwater under the Property); (f) the condition of the soil and groundwater of the Property; (g) the past, present, or future use or nonuse of the Property (including, without limitation, the handling, transportation, manufacture, storage, use, treatment, disposal, or discharge of Hazardous Materials); or (h) the number, type, or nature of any conditions or restrictions that may be placed on the Property by government authorities.

(d) To the fullest extent permitted by law, Buyer hereby fully and forever releases and discharges Columbia, the Seller, the Debtors and their bankruptcy estates, and their respective officers, directors, shareholders, agents, representatives, attorneys and employees (hereinafter collectively referred to as the "Released Parties") of and from any and all past, present, and future claims, damages, losses, warranties (express or implied), debts, liabilities, obligations, costs, expenses, demands, and causes of action of any kind or nature, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, fixed or contingent, matured or unmatured that Buyer has or may have or may claim to have in any way arising out of, relating to, or connected with (a) any latent or patent defect in the Property; (b) the presence of Hazardous Materials within, under, upon, or in the vicinity of, the Property or the groundwater under the Property; or (c) any other matters set forth herein, except to the extent that the same would constitute a breach of any express covenant, representation or warranty set forth in this Agreement.

4.4 Title. Buyer acknowledges and agrees that (i) the obligation of Buyer to consummate the transaction described herein is specifically not contingent upon the condition of title to the Property, nor the insurability thereof, and (ii) that Seller makes no representations or warranties whatsoever with respect to the condition of title to the Property. Buyer further acknowledges and agrees that it is solely responsible for evaluating the condition of title to the Property; for obtaining title insurance, should Buyer choose to do so; and, for the cost of any title insurance fees, premiums and charges in connection with the transaction.

Notwithstanding the foregoing, Seller warrants that, subject to the further terms of this Agreement and the Sale Order:

(i) title to the Property shall be conveyed at Closing, free and clear of any financing or other monetary liens, interests and encumbrances; and

(ii) Except for delivery of the Sale Order, the Deed, and the other documents specifically required of Seller in this Agreement, Seller shall have no obligation whatsoever with respect to clearing matters of title.

5. Failure of Conditions. In the event any of the conditions precedent to the parties' obligations to consummate the transaction contemplated herein, other than the issuance of the Sale Order, have not been satisfied at or before the time of Closing hereunder, or the time of required performance, then each party shall have the option, exercisable by written notice to the

other at or prior to Closing, of (1) waiving any unsatisfied condition precedent which benefits such party, other than the issuance of the Sale Order, and proceeding to Closing, with no deduction from or adjustment of the Purchase Price, or (2) declining to proceed to Closing. In the latter event, except as expressly set forth herein, all obligations, liabilities and rights of the parties under this Agreement shall terminate, and the Deposit shall be returned to Buyer so long as Buyer is not in default of this Agreement. The terms of this Section 5 are not intended to supersede the terms of Section 9 below.

6. Closing; Deliveries.

6.1 Time of Closing. Unless otherwise agreed to by Seller and Buyer in writing, Closing shall take place at 10:00 a.m. on the eleventh (11th) day following the entry of the Sale Order (the "Closing Date"); provided, however, that Closing shall occur only so long as the Sale Order and the effectiveness thereof have not been stayed, in whole or in part, by any subsequent order of the Bankruptcy Court, or any other court of competent jurisdiction. Closing shall take place at the offices of Seller's attorney, unless otherwise agreed to in writing by both Seller and Buyer. Buyer shall be in immediate default, without notice or the ability to cure, in the event of its failure to close on or before the Closing Date, in which event this Agreement shall terminate automatically, and the Seller shall be entitled to all of the remedies allowed by this Agreement as a result of such default. Notwithstanding the foregoing, if the Sale Order is not entered on or before August 15, 2010, or in the event that the approval of this Agreement is denied by the Bankruptcy Court prior to such date, Seller may, thereafter, by written notice to Buyer, terminate this Agreement.

6.2 Perpetuities. In all events, except to the extent otherwise agreed to in writing by Buyer and Seller, the Closing shall take place no later than August 26 2010, failing which, this Agreement shall be automatically terminated.

6.3 Seller Deliveries. At Closing, Seller shall deliver to Buyer the following, and it shall be a condition to Buyer's obligation to close that Seller shall have delivered the same to Buyer:

6.3.1 (a) a Quitclaim Deed (the "Deed") to the Property, the form of which is attached hereto as Exhibit "B", (b) an assignment, the form of which is attached hereto as Exhibit "C", to the extent required by the Buyer under Section 15.3, and (c) a Non-Foreign Affidavit.

7. Apportionments; Taxes; Expenses.

7.1 Apportionments.

7.1.1 Taxes Operating Expenses. All real estate taxes, charges and assessments affecting the Property (collectively, the "Taxes"), all charges for water, electricity, sewer, gas, telephone and all other utilities and other operating expenses of the Property, shall be prorated on a per diem basis as of the Closing Date, and thereafter assumed and thereafter paid by Buyer. If any Taxes have not been finally assessed as of the Closing Date for the current fiscal year of the taxing authority, or if any other of the foregoing amounts cannot conclusively

be determined as of the Closing Date, then the same shall be adjusted at Closing based upon the most recently issued bills therefor, and shall be re-adjusted when and if final bills are issued. Buyer hereby agrees to assume all assessments affecting the Property, whether special or general, as of the Closing Date. Seller's share of any prorated amount may be advanced by Buyer at Closing and deducted from the Purchase Price under Section 2.

7.2 Expenses. Each party will pay all its own expenses incurred in connection with this Agreement and the transactions contemplated hereby, including, without limitation, (1) all costs and expenses stated herein to be borne by a party (which, in the case of Seller, are limited to (a) those apportionments set forth in Section 7.1.1 above, and (b) the commission, if any, payable under Section 14 below), and (2) all of their respective accounting, legal and appraisal fees. Buyer, in addition to its other expenses, shall pay at Closing (1) all recording charges incident to the recording of the Deed, (2) all premiums for any coverage under Buyer's title insurance policy, if any, including any endorsements thereto, (3) all documentary stamps, recordation taxes and transfer taxes imposed by law upon this transaction, including, without limitation, such documentary stamps, recordation taxes and transfer taxes as may be imposed upon Seller, (4) any and all other tax liabilities (including, without limitation, applicable state sales tax and recording fees) arising out of or incurred in connection with the transaction contemplated by this Agreement, but excluding, however, any income, capital gains, or prior sales taxes imposed directly on Seller as a result of the transaction contemplated by this Agreement, (5) any and all of the fees, costs and expenses arising out of or incurred in connection with any and all governmental approvals (other than the Sale Order), which may be required in connection with the transaction contemplated by this Agreement, and (6) all other costs and expenses whatsoever that are necessary to consummate the transaction contemplated by this Agreement and which Seller have not expressly agreed in writing to pay. Notwithstanding the foregoing or anything else in this Agreement to the contrary, Seller shall not be liable for the payment of any settlement or closing agent's fees including, without limitation, handling fees, notary fees, postage charges, document preparation charges, and any other fees or charges (collectively, "Fees") except such Fees as are expressly disclosed to Seller in writing not less than 72 hours prior to Closing, and which Fees Seller expressly agrees in writing to pay.

8. Damage or Destruction; Condemnation; Insurance. In the event that it shall be determined by Buyer that the Property is inadequately insured, Buyer shall have the right, at Buyer's option and sole expense, to obtain such additional insurance as shall be satisfactory to Buyer. If at any time prior to the Closing Date there is damage or destruction to the Property, and the Property cannot be restored to its original condition prior to Closing, or if all or any material portion of the Property is condemned or taken by eminent domain proceedings by any public authority, then this Agreement shall continue in full force and effect except that, subject to the following terms and conditions (1) in the case of a taking, all condemnation proceeds paid or payable to Seller shall belong to Buyer and shall be paid over and assigned to Buyer at Closing; and (2) in the case of a casualty, Seller shall assign to Buyer all rights to any insurance proceeds paid or payable under any applicable insurance policies, (provided however, that nothing herein is intended to, or shall imply that Seller maintain any such policies) less any costs of collection and any sums expended in restoration; provided, however, that notwithstanding the foregoing, in no event shall Buyer be entitled to, nor shall Seller pay or assign to Buyer, as the case may be, any condemnation proceeds or insurance proceeds, or any combination of the two, in an amount

in excess of the Purchase Price, provided, however, that notwithstanding the foregoing, Buyer's entitlement to such condemnation or insurance proceeds also shall be determined in accordance with the terms of the Loan Documents. In the event of any conflict between the terms of the Loan Documents and this Section, the terms of the Loan Documents shall control.

9. Remedies.

9.1 Buyer Default. If all conditions precedent to Buyer's obligation to purchase the Property have been satisfied, and Buyer breaches any term or provision of this Agreement or fails to complete the purchase of the Property, including, but not limited to, any failure of the representations and/or warranties of Buyer hereunder to be true and correct both as of the date hereof and as of the Closing Date, then Seller shall, at its option, be entitled to exercise any and all rights and to seek any and all remedies which Seller may hold or to which they may be entitled including, but not limited to, termination of this Agreement and forfeiture of the Deposit as partial liquidated damages (and not as a penalty, the parties hereto expressly acknowledging that damages in respect of such breach may be difficult or impossible accurately to ascertain), a suit to compel Buyer to specifically perform this Agreement, and/or a suit for damages for such breach, in each case without prior notice to Buyer and without the necessity of any application to, or order of, the Bankruptcy Court. In no event shall Seller be entitled to seek or obtain any damages or other remedies of any kind, including, without limitation, consequential, indirect or punitive damages from Buyer or any of its officers, directors, shareholders, agents, affiliates, employees, attorneys, independent contractors or other representatives.

9.2 Seller Default. If all conditions precedent to Seller's obligations to sell the Property and have been satisfied and Seller breaches or fails to complete the sale of the Property or, following ten (10) days' written notice from Buyer, to perform its obligations under this Agreement, Buyer shall be entitled to exercise any and all rights and to seek any and all remedies which Buyer may hold or to which it may be entitled including, but not limited to, a termination of this Agreement or a suit to compel Seller to specifically perform this Agreement. In no event shall Buyer be entitled to seek or obtain any damages or other remedies of any kind, including, without limitation, consequential, indirect or punitive damages from the Seller, the Debtors or their bankruptcy estates, or any of their respective officers, directors, shareholders, agents, affiliates, employees, attorneys, independent contractors or other representatives.

10. Possession. Possession of the Property shall be surrendered to Buyer at Closing.

11. Notices. All notices and other communications provided for herein shall be in writing and shall be sent to the address set forth below (or such other address as a party may hereafter designate for itself by notice to the other parties as required hereby) of the party for whom such notice or communication is intended:

11.1 If to Seller:

Irving E. Walker, Esquire
300 East Lombard Street
Suite 2000

Baltimore, Maryland 21202
Facsimile: (410) 230-0667

With copies to:

KPMG CF Realty LLC
Attn: Harold J. Bordwin
757 Third Avenue, 16th Floor, New York, NY 10017

11.2 If to Buyer:

Kevin Sullivan
The Columbia Bank
7168 Columbia Gateway Drive
Columbia MD 21046
(410) 823-8175
Facsimile:

With copies to:

Richard M. Kremen
DLA Piper LLP (US)
6225 Smith Avenue
Baltimore, MD 21209
(410) 580-3000
Facsimile: (410) 580-3001

Any such notice or communication shall be sufficient if sent by registered or certified mail, return receipt requested, postage prepaid; by hand delivery with a receipt; by facsimile; or by overnight courier service. Any such notice or communication shall be effective when the return receipt is executed or when delivery is refused, or, in the case of notice of facsimile, when receipt of the transmission by the receiving facsimile machine has been confirmed.

12. Brokers. Buyer is represented by N/A ("Buyer's Broker") and Seller is represented by KPMG-CF, ("Seller's Broker") (Buyer's Broker and Seller's Broker are collectively referred to herein as the "Brokers") in connection with this Agreement. The brokerage commission payable to Buyer's Broker, if any, shall be paid by Buyer, and the brokerage commission payable to Seller's Broker shall be paid by Seller, each pursuant to a separate agreement between Seller and Buyer, as applicable, and the respective Broker. Buyer and Seller each represent to the other that is has not dealt with any broker or agent in connection with this transaction other than the Brokers. Each party hereby indemnifies and holds harmless the other party from all loss, cost and expense (including reasonable attorneys' fees) arising out of a breach of its representation or undertaking set forth in this Section. The provisions of this Section shall survive Closing or the termination of this Agreement.

13. Representations of Buyer. Buyer represents and warrants that:

13.1 Authority. Buyer agrees to notify Seller immediately upon any change of address. This Agreement has been properly executed by Buyer and is binding upon Buyer in accordance with its terms.

13.2 No Conflict. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereunder on the part of Buyer does not and will not violate any applicable law, ordinance, statute, rule, regulation, order, decree or judgment, conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the property or assets of the Buyer by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture instrument or judgment to which Buyer is a party or which is or purports to be binding upon Buyer or which otherwise affects Buyer, which will not be discharged, assumed or released at Closing. No action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon Buyer in accordance with its terms.

14. Miscellaneous.

14.1 Assignability. Buyer may assign or transfer all or any portion of its rights or obligations under this Agreement to any other individual, entity or other person prior to Closing. Buyer may, at Closing, take title to the Property in the name of an entity owned and controlled by Buyer.

14.2 Governing Law; Bind and Inure. This Agreement shall be governed by the laws of the State of Maryland, without regard to conflicts of laws principles, and the applicable provisions of the Bankruptcy Code, and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns.

14.3 Recording. This Agreement or any notice or memorandum hereof shall not be recorded in any public record, except in filings with the Bankruptcy Court. A violation of this prohibition shall constitute a material default of Buyer, entitling Seller to any and all of the remedies described in Section 9.1 as a result of such default, including, but not limited to, the right to terminate this Agreement and retain the Deposit.

14.4 Time of the Essence. Time is of the essence of this Agreement.

14.5 Headings. The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

14.6 Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14.7 Exhibits. All exhibits which are referred to herein and which are attached hereto or bound separately and initialed by the parties are expressly made and constitute a part of this Agreement.

14.8 Survival. All obligations and covenants of Seller contained herein shall be deemed to have been merged into the Deed and shall not survive Closing, except for the last sentence of Section 2 and except for Sections 14.10, 15.3 and 15.4 of this Agreement, which shall expressly survive Closing.

14.9 Entire Agreement; Amendments. This Agreement and the exhibits hereto set forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

14.10 Further Assurances. The parties agree to act in good faith, and to properly and fully execute in a timely manner any and all documents necessary to carry out the term and intent of this Agreement. The parties shall also, at all times in the future, upon the request of the other, execute and deliver to the other all additional and further assurances of any nature which may be necessary to fully consummate and carry out the term and intent of this Agreement, including without limitation executing and/or joining in, and causing any affiliated Debtor to execute and/or join in, if applicable, any and all applications, consents and other documents necessary for Buyer to acquire any and all rights of Seller to develop the Property. However, nothing contained in this Section shall require either party to assume any liability or expense not expressly required by the terms of this Agreement. This Agreement shall be deemed to have been drafted by both parties and, in the event of a dispute, shall not be construed against either party as drafter.

14.11 Performance on Saturdays, Sundays and Holidays. Whenever the date fixed for the payment of funds, the giving of notice, or the performance of any other provision of this Agreement falls on a Saturday, Sunday, legal holiday or any day on which banking institutions in the city of payment or performance are authorized by law to close, then such payment, notice or performance need not be made on such date, but shall be made on the next succeeding business day with the same force and effect as if made on the date fixed (and, as to payments, no additional interest shall accrue on such payment if payment is made on such next succeeding business day).

14.12 Jurisdiction; Venue; Waiver of Jury Trial. The Bankruptcy Court shall retain exclusive jurisdiction to hear and determine any matter arising from or relating to the sale of the Property and the enforcement of any rights and remedies of Seller or Buyer hereunder, Buyer hereby consents to such jurisdiction. If the Bankruptcy Court has no jurisdiction then the parties hereby submit to the exclusive jurisdiction and venue of the United States District Court for the District of Maryland. If the United States District Court for the District of Maryland lacks jurisdiction, the parties hereby submit to the exclusive jurisdiction and venue of the Circuit

Court for Baltimore City, Maryland. The parties hereby waive all rights to a jury trial. The parties hereto acknowledge that the terms and conditions of this Agreement and the Seller's obligations hereunder expressly are subject to approval by the Bankruptcy Court pursuant to the provisions of the Bankruptcy Code and the Bankruptcy Rules of Procedure. All disputes arising under or related to this Agreement shall be subject to the exclusive jurisdiction of the Bankruptcy Court.

15. Special Clauses.

15.1 Conflicts with the Sale Order. In the event of any material conflict or inconsistency between the provisions of this Agreement and the Sale Order, the provisions of the Sale Order shall govern and control.

15.2 Agreement Subject to Bankruptcy Court Approval. Buyer and Seller acknowledge and agree that this Agreement is subject to approval of the Bankruptcy Court.

15.3 Agreements Relating to Property. Included within the sale of the Property is the right of Buyer to acquire any and all of the Seller's development rights, title and interest in the development of the Property. At any time at Closing or after Closing, Seller shall, upon Buyer's written request, assign to Buyer, in the form attached hereto as Exhibit "C" (the "Assignment"), its right, title and interest (but none of Seller's obligations) in any and all permits, record plats, surveys, engineering plans and under any agreement relating to the Property and its development including, but not limited to, any public works agreements, development agreements and surety bonds. Notwithstanding the immediately preceding sentence, in the event that Seller's right, title and interest with respect to any of the foregoing items cannot be assigned to Buyer without satisfying Seller's obligations thereunder, Seller shall have no obligation to assign such item to Buyer unless Buyer agrees to satisfy Seller's obligation. If any of the aforementioned agreements or documents require that an affiliated Debtor agree to their assignment, Seller shall cause such affiliated Debtor to execute such assignment. Buyer shall have no obligation to pay Seller any additional amount in exchange for the Assignment, and nothing herein shall obligate Buyer to accept any assignment of development rights or development obligation of Seller, such right of acquisition being in Buyer's sole and absolute discretion. Seller's obligation under this Section shall survive Closing and delivery of the Deed.

15.4 Loan Documents. Except for Buyer's agreement hereunder to credit the Purchase Price to the balance due on the Loan, the terms of the Loan Documents shall survive Closing and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

WITNESS/ATTEST:

SELLER: DLM, LLC

By: _____

Name: _____

Title: _____

WITNESS/ATTEST:

BUYER: THE COLUMBIA BANK



By: _____

Name:  Kevin Sullivan

Title: Vice President

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

WITNESS/ATTEST:

Elizabeth Kacher

SELLER: DLM, LLC

William R. Kacher Jr.

By:

Name:

Title:

William R. Kacher Jr.

member

WITNESS/ATTEST:

BUYER: THE COLUMBIA BANK

By:

Name: _____

Title: _____

List of Exhibits:

Exhibit A - Description of Land (**to be supplement**)

Exhibit B - Form of Deed

Service List

1ST STATE PAVING
P.O. BOX 561
GREENWOOD, DE 19950

ACCESS LABOR SERVICE, INC.
1406 N. DUPONT HWY
NEW CASTLE, DE 19720

ACE USA
DEPT CH 14089
PALATINE, IL 60055-4089

AD ART SIGN & DISPLAY CO
5 WARNER ROAD
ELKTON, MD 21921

ADVANCED HVAC INC.
1697 S. DUPONT PARKWAY
PO BOX 127
ST. GEORGES, DE 19733

ALL SHORE, INC.
751 ELKTON BLVD
ELKTON, MD 21921

ALLEGIANCE SURETY
ASSOCIATES, INC.
7901 SANDY SPRING RD #515
LAUREL, MD 20707

ARCHER EXTERIORS, INC.
341 HARDING HWY
PITTSBORO, NJ 08318

ARCHITECTURE COLLABORATI
8334 MAIN STREET
ELLICOTT CITY, MD 21043

ARTELYE MARBLE & GRANITE INC.
10116 BACON DRIVE
BELTSVILLE, MD 20705

ATLANTIC ALUMINUM PROD. INC.
12144 SUSSEX HWY. (RT. 13)
GREENWOOD, DE 19950

AVON GROVE SCHOOL DISTRICT
P.O. BOX 6319
SOUTHEASTERN, PA 19398-6319

B & F DRYWALL INC.
815 LITTLE EGYPT ROAD
ELKTON, MD 21921

BALTIMORE COUNTY, MD
P.O BOX 64281
BALTIMORE, MD 21264-4281

BALTIMORE RAIL CORP.
PO BOX 72179
ROSEDALE, MD 21237

BAY COUNTRY LANDSCAPE CO., INC.
P.O. BOX 671
ELKTON, MD 21921

BECKER MORGAN GROUP INC.
312 W. MAIN STREET, SUITE 300
SALISBURY, MD 21801

BENZ CONSTRUCTION, INC.
606 S.STEPNEY RD.
ABERDEEN, MD 21001

BERKELEY COUNTY SHERIFFS TAX OFFICE
400 W STEPHEN STREET
SUITE 209
MARTINSBURG, WV 25401

BISHOP, DANEMAN & SIMPSON, LLC
ATTN: LORI S. SIMPSON, ESQ.
ATTY FOR DIXIE CONSTRUCTION CO.,
INC.
2 NORTH CHARLES ST., STE. 500
BALTIMORE, MD 21201

BONNIE MILLER, TREASURER
2233 GETTYSBURG ROAD
CAMP HILL, PA 17011

BOYLE BUICK
3015 EMMORTON RD
BEL AIR, MD 21014

BRENAN BROTHERS CLEANING
1227 WEST OLD PHILADELPHIA RD
NORTH EAST, MD 21901

BRITTAIN, INC.
3250 CONOWINGO RD.
STREET, MD 21154

BTS FOUNDATION COATINGS
3415 WRANGLE HILL ROAD
SUITE #2
BEAR, DE 19701

BUILDERS FIRST SOURCE
18 INDUSTRIAL DRIVE
NORTH EAST, MD 21901

BUSTAMANTE CONCRETE COMPANY, INC
PO BOX 1035
ABINGDON, MD 21009

CAROLINE COUNTY
ATTN: COMPTROLLER
109 MARKET STREET
ROOM 123
DENTON, MD 21629

CECIL COUNTY, PAMELA R. HOWARD-
TREASURER
200 CHESAPEAKE BLVD
SUITE 1100
ELKTON, MD 21921

CENTRAL DAUPHIN SCHOOL DIST.
P.O. BOX 25115
BETHLEHEM, PA 18002

CENTURY ENGINEERING, INC
P O BOX 17160
BALTIMORE, MD 21297-7160

CGA LAW FIRM CP
CGA PROFESSIONAL CENTER
135 N GEORGE STREET
YORK, PA 17401-1132

CHAMBERSBURG WASTE PAPER CO.
2047 LOOP ROAD
PO BOX 975
CHAMBERSBURG, PA 17201

CHARLES L MUIR TREASURER
30513 PRINCE WILLIAM ST
PO BOX 309
PRINCESS ANNE, MD 21853

CHESAPEAKE PLUMBING & HEATING INC
34913 DELAWARE AVE
FRANKFORD, DE 19945

CHESAPEAKE TITLE CO.,LLC
100 WEST ROAD
SUITE 215
TOWSON, MD 21204

CHESAPEAKE UTILITIES
P. O. BOX 1678
SALISBURY, MD 21802-1678

CHESTER COUNTY TREASURY
P.O. BOX 504
WEST CHESTER, PA 19381

CHESTER H. HOBBS, IV, ESQ.
ATTY FOR TESTERMAN ELECTRICAL CO.
INC.
21 WEST SUSQUEHANNA AVENUE
TOWSON, MD 21204

CHESTER H. HOBBS, IV, ESQ.
ATTY FOR DRT, INC.
21 WEST SUSQUEHANNA AVENUE
TOWSON, MD 21204

CHESTERRIVER LANDSCAPING
NEFF & SON INC
301 CLOVELLY LANE
CHESTERTOWN, MD 21620

CHRISTINE REDDING-MYERS
COLLECTOR
180 GOLDENVILLE RD
GETTYSBURG, PA 17325

CITY OF ABERDEEN
60 N. PARKE STREET
ABERDEEN, MD 21001

CITY OF ABERDEEN
60 N. PARKE STREET
ABERDEEN, MD 21001

CITY OF CAMBRIDGE
705 LEONARD LANE
CAMBRIDGE, MD 21013

CITY OF HAGERSTOWN
P.O. BOX 1498
HAGERSTOWN, MD 21741

CITY OF HAGERSTOWN, TREASURER'S
OFFICE
1 EAST FRANKLIN STREET
HAGERSTOWN, MD 21740

CITY OF MILFORD
P.O. BOX 159
MILFORD, DE 19963

CITY OF SEAFORD
P.O. BOX 1100
SEAFORD, DE 19973

CLASSIC KEY PAINTING,LLC
111 W. MAIN STREET
MIDDLETOWN, DE 19709

CLEAR CHANNEL OUTDOOR
ATT: CORPORATE BANKRUPTCY
SPECIALIST
P.O. BOX 591790
SAN ANTONIO, TX 78259

CNA, INC
215 BYNUM ROAD
FOREST HILL, MD 21050

COLE SCHOLTZ MEISEL FORMAN &
LEONARD, PA
ATTN: GARY LEIBOWITZ
300 EAST LOMBARD STREET
SUITE 2000
BALTIMORE, MD 21202

COLE SCHOLTZ MEISEL FORMAN &
LEONARD, PA
ATTN: IRVING WALKER
500 DELAWARE AVENUE
SUITE 1410
WILMINGTON, DE 19801

COLUMBIA BANK
ATTN: LOAN SERVICING
P.O. BOX 1493
COLUMBIA, MD 21044-9947

COLUMBIA PEST CONTROL
P.O. BOX 7940
ESSEX, MD 21221

CONNOR SWEEPING, INC
2042 SUNSET LAKE ROAD
NEWARK, DE 19702

CONTRACTOR SERVICES, INC
3 TALBOTT AVE.
SUITE 202 A
TIMONIUM, MD 21093

COON & COLE, LLC
ATT: CURTIS C. COON
ATTY FOR STONEBRIDGE BANK
401 WASHINGTON AVENUE, SUITE 501
BALTIMORE, MD 21204

COON & COLE, LLC
ATT: CURTIS C. COON
ATTY FOR BENFIELD ELECTRIC CO.,
INC.
401 WASHINGTON AVENUE, SUITE 501
BALTIMORE, MD 21204

COUNTY OF LANCASTER
TREASURER'S OFFICE
40 NORTH DUKE STREET
PO BOX 83480
LANCASTER, PA 17608-3480

COUNTY OF YORK
ADMINISTRATIVE CENTER
28 EAST MARKET STREET - ROOM 126
YORK, PA 17401-1584

CT CORPORATION
P O BOX 4349
CAROL STREAM, IL 60197-4349

CUSTOM LANDSCAPE INSTALLERS,
LLC
29L ATLANTIC AVE. # 374
OCEAN VIEW, DE 19970

D & W MASON
C/O JOHN P. DOWNS, ESQ.
105 SOUTH STREET
ELKTON, MD 21921

D & W MASON CONTRACTORS
4 BRIAR CREEK COURT
NEWARK, DE 19711

DEANO'S EXCAVATING, INC.
233 GROSS RD.
FAWN GROVE, PA 17321

DELMARVA INSULATION CO.
21092 ARROW SAFETY RD
GEORGETOWN, DE 19947

DELMOS E. OLDHAM SR.
20 EAST MAIN STREET
WAYNESBORO, PA 17268

DEPT OF ASSESSMENTS &
TAXATION, STATE OF MARYLAND
301 WEST PRESTON ST
BALTIMORE, MD 21201-2395

DESIGN HOUSE KITCHENS
& APPLIANCES, L.L.C.
P.O. BOX 1008
SAVAGE, MD 20763

DIAMOND LAND MANAGEMENT LLC
2205-A COMMERCE ROAD
FOREST HILL, MD 21050

DILWORTH PAXON LLP
ATT: BRETT WILTSEY, ESQ.
LIBERTY VIEW ; 457 HADDONFIELD RD.
P.O. BOX 2570
CHERRY HILL, NJ 08034

DIXIE CONSTRUCTION
260 HOPEWELL ROAD
CHURCHVILLE, MD 21028

DLA PIPER US, LLP
ATTN: RICHARD KREMEN & JODIE
BUCHMAN
THE MARBURY BUILDING
6225 SMITH AVENUE
BALTIMORE, MD 21209-3600

DNREC SOIL & WATER
CONSERVATION
89 KINGS HIGHWAY
DOVER, DE 19901

DORCHESTER COUNTY, TREASURER
501 COURT LANE
PO BOX 66
CAMBRIDGE, MD 21613

DUANE R. DEMERS, ESQ.
ATTY FOR J & M DRYWALL, INC.
12800 MIDDLEBROOK ROAD, SUITE
410
GERMANTOWN, MD 20894

DURAWOOD PRODUCTS, INC.
18 INDUSTRIAL WAY
DENVER, PA 17517

EAST COAST ELECTRIC CO. INC
824 KIAMENSI ROAD
WILMINGTON, DE 19804

EASTON STEEL SERVICE INC
T/A E S STEEL
1011 FRANKADAMS INDUSTRIAL WAY
FEDERALSBURG, MD 21632

EIGHTY-FOUR LUMBER
12400 PULASKI HWY
JOPPA, MD 21085

ELK TOWNSHIP
952 CHESTERVILLE ROAD
PO BOX 153
LEWISVILLE, PA 19351

ENVIRONMENTAL MATERIALS
98 PHEASANT RUN ROAD
ORWIGSBURG, PA 17961

ER MANN
3250 CONOWINGO RD
P1728T, MD 21154

FEDERAL EXPRESS
PO BOX 371461
PITTSBURGH, PA 15250-7461

FIRESIDE HEARTH & HOME
P.O. BOX 414845
BOSTON, MA 02241-4845

FIRST HORIZON
CONSTRUCTION LENDING
6650 RIVERS AVE. SUITE 211
NORTH CHARLESTON, SC 29406

FLOW RITE INC
102 COUNTRY WOODS DRIVE
BEAR, DE 19701

FOX ROTHSCHILD LLP
ATTN: SHARON ORAS MORGAN, J BRECK
SMITH
NEAL LEVITSKY & SETH NIEDERMAN
919 NORTH MARKET STREET, SUITE 1300
WILMINGTON, DE 19801-2323

FOX ROTHSCHILD LLP
ATT: J. BRECK SMITH, N. J. LEVITSKY,
ESQ
919 N. MARKET STREET, SUITE 1300
P.O. BOX 2323
WILMINGTON, DE 19801

FOX ROTHSCHILD LLP
ATT: J.BRECK SMITH, N.J. LEVITSKY, ESQ.
919 N. MARKET STREET, SUITE 1300
P.O. BOX 2323
WILMINGTON, DE 19801

FRANKLIN COUNTY TREASUER
OLD COURTHOUSE
157 LINCOLN WAY EAST
CHAMBERSBURG, PA 17201

FTI CONSULTING, INC.
ATTN THOMAS D. BIBBY
2001 ROSS AVENUE
SUITE 400
DALLAS, TX 75201

FULTON BANK
P O BOX 69
EAST PETERSBURG, PA 17520

GALLAGHER EVELIUS & JONES LLP
ATT: THOMAS C. DAME
ATTY FOR INTEGRITY BANK
218 N. CHARLES STREET, SUITE 21201
BALTIMORE, MD 21201

GALLAGHER EVELIUS & JONES LLP
ATT: DAVID G. SOMMER
ATTY FOR INTEGRITY BANK
218 N.CHARLES STREET, SUITE 400
BALTIMORE, MD 21201

GE MONEY BANK
C/O RECOVERY MANAGEMENT SYSTEMS
CORP.
ATT: RAMESH SINGH
25 SE 2ND AVE. SUITE 1120
MIAMI, FL 33131

GEBHARDT & SMITH LLP
ATT: J. HARDMAN, ESQ.
ATTY FOR MANUFACTURERS &
TRADERS CO
ONE SOUTH STREET, SUITE 2200
BALTIMORE, MD 21202

GEBHARDT & SMITH LLP
ATT: MICHAEL G. GALLERIZZO, ESQ.
ATTY FOR MANUFACTURERS & TRADERS
TRUST
ONE SOUTH STREET, SUITE 2200
BALTIMORE, MD 21202

GEBHARDT & SMITH LLP
ATTN: MICHAEL GALLERIZZO
ONE SOUTH STREET
SUITE 2200
BALTIMORE, MD 21202

GEMCRAFT HOMES, INC
2205 COMMERCE ROAD
SUITE A
FOREST HILL, MD 21050

GEMCRAFT HOMES, INC.
2205 COMMERCE ROAD
SUITE A
FOREST HILL, MD 21050

GEO-TECHNOLOGY ASSOC,INC
ATTN: ACCOUNTING
3445A BOXHILL CORPORATE CTR DR
ABINGDON, MD 21009

GEO-TECHNOLOGY ASSOCIATES, INC
C/O BRETT WILTSEY, ESQ
457 HADDONFIELD ROAD, SUITE 700
PO BOX 2570
CHERRY HILL, NJ 08034

GORDON, FEINBLATT,ROTHMAN,H&H, LLC
ATT: L.COPPEL & B. SWALLOW, ESQ.
ATTY FOR HARFORD BANK
233 EAST REDWOOD STREET
BALTIMORE, MD 21202

GS CARPENTRY, INC.
2651 SEAN DR.
WHITEHALL, PA 18052

H. WAYNE NORMAN, JR., P.A.
ATT: H. WAYNE NORMAN, JR.
ATTY FOR TAYLOR CREEK, INC.
808 SOUTH MAIN STREET
BEL AIR, MD 21014

HAB-RET, BERKHEIMER TAX
ADMINISTRATOR
P.O. BOX 912
BANGOR, PA 18013-0912

HARFORD COUNTY MARYLAND
BUREAU OF REVENUE COLLECTIONS
P O BOX 609
BEL AIR, MD 21014-0609

HARFORD COUNTY MARYLAND
BUREAU OF REVENUE COLLECTIONS
P O BOX 609
BEL AIR, MD 21014-0609

HARFORD COUNTY, MARYLAND
P O BOX 64069
BALTIMORE, MD 21264-4069

HARFORD COUNTY, MARYLAND
P O BOX 64069
BALTIMORE, MD 21264-4069

HARRY W. BLONDELL, ESQ.
ATTY FOR C&D SHEET METAL, INC.
8640 RIDGELY'S CHOICE DRIVE
NOTTINGHAM, MD 21236

HICKMAN OVERHEAD DOOR CO
1000 HICKMAN DOOR WAY
GREATER MILFORD BUSINESS PARK
MILFORD, DE 19963

HICKORY HOLLOW HOA
C/O LEGUM & NORMAN INC
50 CASCADE LANE
REHOBOTH BEACH, DE 19971

HICKORY HOLLOW LLC
C/O 5621 N DUPONT HIGHWAY
SMYRNA, DE 19977

HOFMEISTER & LEAVERS, LLC
ATT: CRAIG B. LEAVERS, ESQ.
ATTY FOR SLAVIE FEDERAL SAVINGS
BANK
409 WASHINGTON AVENUE, SUITE 210
TOWSON, MD 21204

HOME DEPOT CREDIT
SERVICES-DEPT 32-2501975704
PO BOX 9055
DES MOINES, IA 50368-9055

HUGH. M. BERNSTEIN
UNITED STATES TRUSTEES OFFICE
101 W. LOMBARD, #2625
BALTIMORE, MD 21201

INDUSTRIAL LIGHTING
HOLDING COMPANY INC
8325 PATUXENT RANGE RD STE E
JESSUP, MD 20794

IVY HILL LAND SERVICES, INC.
1305 C ENTERPRISE COURT
BEL AIR, MD 21014

J&M OF DE, INC.
DBA/. J&M ENTERPRISES
P.O. BOX 8
SMYRNA, DE 19977

JACKSON TOWNSHIP BD OF SUPERVISORS
439 ROTH'S CHURCH ROAD
SPRING GROVE, PA 17362-8872

JC CUSTOM TRIM
C/O JOHN P. DOWNS, ESQ.
105 SOUTH STREET
ELKTON, MD 21921

JEANNE M. GROGG
7043 WOODLAND DRIVE
SPRING GROVE, PA 17362-9488

JEFFERSON COUNTY
100 E. WASHINGTON STREET
CHARLES TOWN, WV 25414

JEFFREY H. SCHERR
ON BEHALF OF DEBTOR GEMCRAFT
HOMES, INC.
ONE SOUTH STREET, SUITE 2600
BALTIMORE, MD 21202-3201

JEFFREY POTTER PA
427 ST MARY'S ROAD
PYLESVILLE, MD 21132

JILL C HEINDEL
TAX COLLECTOR
P O BOX 399
WINDSOR, PA 17366-0399

JILL C. HEINDEL
P.O. BOX 399
WINDSOR, PA 17366

JOE'S LAWN CARE &
LANDSCAPING, INC.
2111 BOWERS STREET
WILMINGTON, DE 19802

JOYCE WILSON
738 PULASKI HWY 16C
BEAR, DE 19701

KANE STEEL CO.
301 SOUTH 12TH ST.
P.O. BOX 829
MILLVILLE, NJ 08332

KATHY J. FRAZER
P O BOX 69
ORRSTOWN, PA 17244

KAY A. CRUMLING
192 OAK ROAD
DALLASTOWN, PA 17313

KENNETT CONSOLIDATED SCHOOL
DISTRICT
P.O. BOX 532
WEST CHESTER, PA 19381-0532

KENNETT TOWNSHIP
801 BURROWS RUN ROAD
CHADDS FORD, PA 19317

KENT COUNTY CONSERVATION
DISTRICT
800 BAY ROAD, SUITE 2
DOVER, DE 19901

KENT COUNTY RECEIVER OF TAXES
P.O. BOX 802
DOVER, DE 19903

KENT COUNTY TREASURER
P.O. BOX 1175
DOVER, DE 19903

KEVIN T. OLSZEWSKI, P.A.
ATT: KEVIN T. OLSZEWSKI
ATTY FOR S & L PLIMBING, INC.
5 SOUTH HICKORY AVENUE
BELAIR, MD 21014

KLEHR,HARRISON,HARVEY,BRANZB
URG &ELLERS
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ATTY FOR THOMAS J. ANGELOZZI,
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ATTY FOR WACHOVIA BANK, N.A.
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MCGUIREWOODS LLP
ATT: DAVID I. SWAN, ESQ.
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ATTY FOR HALL MECHANICAL
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ABINGDON, MD 21009

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ATT: JEFFREY GREENBERG & DAVID
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