

**EXHIBIT A**

(Declaration of Matthew English)

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS**

THE PRIVATEBANK AND TRUST COMPANY, as )	)	
Administrative Agent, )	)	
	)	
Plaintiff, )	)	
	)	
v. )	)	Case No. 1:15-CV-01600
	)	
	)	
GLOBAL STORAGE SOLUTIONS, LLC (F/K/A/ )	)	Honorable Sara L. Ellis
BELL VENTURES, LLC), ALL STATE TANK )	)	
MANUFACTURING, L.L.C., USA TANK SALES )	)	
& ERECTION COMPANY INC., M & W TANK )	)	
CONSTRUCTION CO., C&C TANK ERECTORS )	)	
LLC, TOTAL TANKS, LLC, and TANK )	)	
HOLDINGS, INC. )	)	
	)	
Defendants. )	)	
	)	

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**DECLARATION OF MATTHEW ENGLISH IN SUPPORT OF  
RECEIVER’S MOTION FOR ENTRY OF AN ORDER CONFIRMING  
SALES OF SUBSTANTIALLY ALL OF CERTAIN OF THE RECEIVERSHIP  
ENTITIES’ ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS,  
ENCUMBRANCES AND INTERESTS AND GRANTING RELATED RELIEF**

I, Matthew English, hereby declare under penalty of perjury the following:

1. I am an adult over age 18 and if called upon to testify regarding the facts stated in this declaration I could competently do so. I submit this declaration in support of the Receiver’s Motion For Entry of an Order Confirming Sales of Substantially All of Certain of the Receivership Entities’ Assets Free and Clear of All Liens, Claims, Encumbrances and Interest and Granting Related Relief (the “Motion”).

2. I am a manager of Arch & Beam Global, LLC, the sole member of Tank Operations, LLC (the “Receiver”), the court appointed receiver in this action for Global Storage Solutions, LLC (“Global Storage”), All State Tank Manufacturing, L.L.C. (“All State”), USA Tank Sales and Erection Company, Inc. (“USA Tank”), M & W Tank Construction Co. (“M &

W”), Total Tanks, LLC (“Total Tanks”), C&C Tank Erectors LLC (“C&C”), and Tank Holdings, Inc. (“Tank Holdings”, and collectively, the “Receivership Entities”). The Receiver has aggressively pursued a potential sale of the Receivership Entities’ assets. The Receiver undertook significant efforts to solicit interest in the Receivership Entities from third parties with the potential to acquire all or a substantial portion of the assets.

3. At the outset of this process, the Receiver determined, in consultation with its advisors, to focus its sale efforts on locating a buyer for substantially all of the assets of the Receivership Entities.

4. During the marketing process, the Receiver identified and contacted approximately twelve potential strategic and financial counterparties. Approximately ten of these parties executed confidentiality agreements and received access to a “data room” providing extensive information relating to the Receivership Entities’ businesses, financial performance and projections, customers, programs, operations, facilities, management, and employee matters. Of these, two submitted written indications of interest and one submitted a verbal indication of interest to acquire some or all of the Purchased Assets of the Receivership Entities as a going concern.

5. The Receiver contacted multiple investment bankers who proposed a minimum of 60 days to identify a buyer. Based on the negative cash flow forecast, the Receivership Entities would have required significant additional capital to achieve this timeline, unless substantial reductions in cost were implemented which, in the Receiver’s business judgment, would have effectively triggered a liquidation scenario.

6. One of these parties, T.F. Warren Group Corporation (the “T.F. Warren”), submitted a preliminary proposal, which ultimately led to the signing of the Asset Purchase

Agreement by Tarsco Bolted Tank Inc., a Delaware corporation (the “Purchaser”), an affiliate of T.F. Warren. The Purchaser is a closely-held corporation that is a major player in the welded tank market. To the best of the Receiver’s knowledge, the Purchaser has no connections with the Receiver, the Receivership Entities or their insiders, the Lender<sup>1</sup> (except that Lender may finance the acquisition contemplated by this Motion), or the Subordinated Lender.

7. The Receiver approached each of the other two potential purchasers and inquired whether they would be willing to pay more than the offer from T.F. Warren. Each of the other two potential purchasers informed the Receiver that they would not be interested in increasing their offer.

8. The Purchaser’s offer has been the basis for extensive discussions and negotiations with the Receiver, ongoing diligence and discussions with management, and visits to the Receivership Entities’ facilities. At this juncture, the Purchaser’s offer is the highest and best that the Receiver has received.

9. Because of various factors, including the unique aspects of a distressed company in the construction industry, the Receivership Entities’ sales backlog declining significantly, the Receivership Entities’ immediate need for capital infusion, the requirements of the Receiver Entities’ obligations under the Third Forbearance Agreement and the Purchaser’s desire not to unnecessarily tie up capital or risk of losing other business opportunities, the Receiver has proposed to move forward with the sale process on an expedited basis and within a specified time frame. Consequently, the Receiver has determined that it is in the best interest of the receivership estates, creditors, and other parties in interest to move forward with the sale process set forth herein.

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<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Las Vegas, Nevada

April 24, 2015

A handwritten signature in black ink, appearing to read "Matt English", written in a cursive style.

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Matthew English