

IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE VOTING AGENT, DONLIN, RECANO & COMPANY, INC., BY EMAIL AT NEMFINFO@DONLINRECANO.COM OR BY CALLING (866) 416-0554. PLEASE NOTE: THE VOTING AGENT IS NOT PERMITTED TO PROVIDE LEGAL ADVICE.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

NEW ENGLAND MOTOR FREIGHT, INC.,
et al.,
Debtors.¹

Chapter 11

Case No. 19-12809 (JKS)

(Jointly Administered)

NOTICE OF ORDER (I) APPROVING THE ADEQUACY OF DISCLOSURES IN THE JOINT COMBINED PLAN OF LIQUIDATION AND DISCLOSURE STATEMENT ON AN INTERIM BASIS, (II) SCHEDULING THE CONFIRMATION HEARING AND DEADLINE FOR FILING OBJECTIONS, (III) ESTABLISHING PROCEDURES FOR SOLICITATION AND TABULATION OF VOTES TO ACCEPT OR REJECT THE JOINT COMBINED PLAN AND DISCLOSURE STATEMENT, (IV) APPROVING THE FORM OF BALLOT AND SOLICITATION PACKAGE, AND (V) APPROVING THE NOTICE PROVISIONS

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On February 11, 2019 (the “**Petition Date**”) the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) commenced these cases by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”).

2. On October 21, 2019, the Debtors and the Creditors’ Committee² filed the Debtors’ and Official Committee of Unsecured Creditors’ Joint Combined Plan of Liquidation and Disclosure Statement [Docket No. 932] (as may be amended, modified and/or supplemented, the “**Joint Combined Plan and Disclosure Statement**”).

3. On November 14, 2019, after a hearing (the “**Solicitation Procedures Hearing**”) to consider whether the Joint Combined Plan and Disclosure Statement contains adequate information and seeking interim approval of the solicitation procedures contemplated by the Joint Combined Plan and Disclosure Statement (the “**Solicitation Procedures**”), the Court entered an order approving on an interim basis the disclosure provided in the Joint Combined

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor’s taxpayer identification number are as follows: New England Motor Freight, Inc. (7697); Eastern Freight Ways, Inc. (3461); NEMF World Transport, Inc. (2777); Apex Logistics, Inc. (5347); Jans Leasing Corp. (9009); Carrier Industries, Inc. (9223); Myar, LLC (4357); MyJon, LLC (7305); Hollywood Avenue Solar, LLC (2206); United Express Solar, LLC (1126); and NEMF Logistics, LLC (4666).

² Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the in the Conditional Approval and Procedures Order, or the Joint Combined Plan and Disclosure Statement, as applicable.

Plan and Disclosure Statement, and approving the Solicitation Procedures (the “**Conditional Approval and Procedures Order**”) [Docket No. 1008].

4. A hearing (the “**Confirmation Hearing**”) to consider final approval and confirmation of the Joint Combined Plan and Disclosure Statement will be held before The Honorable John K. Sherwood, United States Bankruptcy Judge, in Courtroom 3D at the United States Bankruptcy Court for the District of New Jersey, Martin Luther King, Jr. Federal Building, 50 Walnut Street, Newark, NJ 07102, **on January 14, 2020 at 11:00 a.m. (EST)**. The Confirmation Hearing may be continued from time to time without further notice other than the announcement by the Debtors in open court of the adjourned date(s) at the Confirmation Hearing or any continued hearing or as indicated in any notice filed with the Bankruptcy Court. The Joint Combined Plan and Disclosure Statement may be amended, supplemented or modified from time to time, if necessary, in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and other applicable law, before, during, or as a result of the Confirmation Hearing, without further notice to Creditors or other parties in interest.

5. Pursuant to the Conditional Approval and Procedures Order, the Bankruptcy Court established **December 18, 2019 at 4:00 p.m. (EST)** (the “**Voting Deadline**”) as the deadline by which Ballots accepting or rejecting the Joint Combined Plan and Disclosure Statement must be received. To be counted, your Ballots must actually be received on or before the Voting Deadline by Donlin, Recano & Company, Inc. (the “**Voting Agent**”): (1) if by mail, Donlin, Recano & Company, Inc., Re: New England Motor Freight, Inc., et al., P.O. Box 192016 Blythebourne Station, Brooklyn, New York 11219; (2) if by hand delivery or overnight courier, Donlin, Recano & Company, Inc., Re: New England Motor Freight, Inc., et al., et al., 6201 15th Avenue, Brooklyn, New York 11219; or (3) if via electronic mail, Balloting@donlinrecano.com. Delivery of a Ballot to the Voting Agent by facsimile shall not be valid.

6. If you hold a Claim against the Debtors as of **November 12, 2019** (the “**Voting Record Date**”) and are entitled to vote to accept or reject the Joint Combined Plan and Disclosure Statement, you have received with this Confirmation Hearing Notice a Ballot and voting instructions appropriate for your Claim. You should carefully read the Joint Combined Plan and Disclosure Statement and all documents attendant thereto. **For your Ballot to be counted, you must complete all required information on the Ballot, execute the Ballot, and return the completed Ballot with original signature to the address indicated on the instructions accompanying your Ballot, so as to be actually received by the Voting Agent by the Voting Deadline. Any failure to follow the voting instructions included with the Ballot may disqualify your Ballot and your vote. Ballots cast by facsimile or other electronic transmission (other than by email to Balloting@DonlinRecano.com) will not be counted.**

7. If you have not received a Ballot and are entitled to vote on the Joint Combined Plan and Disclosure Statement, you may request a Ballot and voting instructions appropriate for your Claim from the Voting Agent by (a) visiting the Debtors’ case website (<https://www.donlinrecano.com/Clients/nemf/Index>); (b) telephoning the Voting Agent at **(866) 416-0554**; or (c) sending a written request to the Voting Agent via e-mail to drcvote@donlinrecano.com. All submitted Ballots will be tabulated according to the rules set forth in the Conditional Approval and Procedures Order.

8. Objections, if any, to Confirmation of the Joint Combined Plan and Disclosure Statement, including any supporting memoranda, must (i) be in writing, (ii) state the name and address of the objecting party as well as the amount and nature of the Claim or Equity Interest of such objecting party, (iii) state, with particularity, the basis and nature of any objection or proposed modification to the Plan, and (iv) be filed—along with proof of service—with the Bankruptcy Court and served so as to be actually received on or **before January 6, 2020, at 4:00 p.m. (EST)** (the “**Plan Objection Deadline**”), on the following parties: (i) counsel to the Debtors, Gibbons P.C., One Gateway Center, Newark, NJ 07102 (Attn: Karen A. Giannelli and Brett S. Theisen); (ii) the Office of the United States Trustee for Region Three, One Newark Center, 1085 Raymond Boulevard Suite 2100, Newark, NJ 07102; and (iii) counsel to the Creditors’ Committee, Lowenstein Sandler LLP, One Lowenstein Drive, Roseland, NJ 07068 (Attn: Mary E. Seymour and Joseph J. DiPasquale), and Elliott Greenleaf, P.C., 1105 North Market Street, Suite 1700, Wilmington, DE 19801 (Attn: Rafael X. Zahralddin-Aravena and Jonathan M. Stemerman). Objections not timely filed and served in the manner set forth in the Conditional Approval and Procedures Order shall not be considered and shall be deemed overruled.

9. The Joint Combined Plan and Disclosure Statement is on file with the Clerk of the Bankruptcy Court and may be examined by any interested party at the Clerk’s office at any time during regular business hours or by accessing the Voting Agent by (a) visiting the Debtors’ Case Website (<https://www.donlinrecano.com/Clients/nemf/Index>) maintained by the Voting Agent; (b) at no charge by emailing the Voting Agent at nemfinfo@donlinrecano.com; (c) by calling the Voting Agent at **(866) 416-0554**; or (d) for a fee on the Court’s website (<http://www.njb.uscourts.gov>).³

10. Pursuant to Article X of the Joint Combined Plan and Disclosure Statement, the Debtors seek approval of the following release, injunction and exculpation provisions:

Section X.A. Exculpation

Exculpation: The Debtors, the Debtors’ Estates and the Exculpated Parties shall not have or incur any liability to any Person or Entity, including any Holder of a Claim or Equity Interest, for any act or omission taken or not taken in connection with, relating to, or arising out of the Chapter 11 Cases, including but not limited to: the negotiation and Filing of the Plan, the Filing of the Chapter 11 Cases, the prosecution and/or settlement of Claims, the performance, termination or rejection of Executory Contracts, the pursuit of confirmation of the Plan, the consummation of the Plan, the administration of the Plan or the property to be Distributed under the Plan (collectively, the “Post-Petition Activities”), except for their willful misconduct or gross negligence or any obligations that they have under or in connection with the Plan or the transactions contemplated in the Plan. For the avoidance of doubt, other than the Exculpated Parties, no other Person or Entity shall be exculpated for any Post-Petition Activities under the terms of the Plan. Nothing herein shall preclude the Exculpated Parties from asserting as a defense to any claim of willful misconduct or gross negligence that he or she reasonably relied

³ Note, a PACER account is required

upon the advice of counsel with respect to his duties and responsibilities in the Chapter 11 Cases, under the Plan or otherwise.

Section X.B. Releases

1. **Releases Pursuant to the Auto Liability Claims Protocol:** As of the Effective Date, all Holders of Auto Liability Claims, in accordance with the Auto Liability Claims Protocol, shall be deemed to grant a release of Auto Liability Claims in favor of the Auto Liability Claims Released Parties *provided, however*, that Holders of Auto Liability Claims shall not be deemed to release their rights to include one or more of the Debtors as a “nominal” party to any future litigation against an Auto Insurer in order to seek payment of such Auto Liability Claims from the Auto Insurers and/or the Auto Liability Claims LC Proceeds, pursuant to the Auto Liability Claims Protocol. No Holder of an Auto Liability Claim shall be entitled to receive a Distribution from the Liquidating Trust on account of such Auto Liability Claim. *For the avoidance of doubt, Holders of Auto Liability Claims shall not be deemed to grant any release in favor of the Auto Insurers upon or after the Effective Date, except as provided for in the Auto Liability Claims Protocol.*

2. **Release of Equity Holders and Affiliates:** Except as expressly set forth in the Equity Holders and Affiliates Settlement, in consideration of the representations, warranties, and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Debtors, the Committee, the Estates, all Creditors, whether or not any such Creditor filed a Proof of Claim against one or more of the Debtors and/or is entitled to receive any Distribution pursuant to the Plan and/or the Auto Liability Protocol, the Debtors’ employees, insurers and brokers, the Liquidating Trust, and all other parties in interest in the Chapter 11 Cases, and their respective representatives, agents, predecessors, successors, and assigns (collectively the “Debtors Releasing Parties”), hereby remise, release, and forever acquit and discharge each and all of the Equity Holders and Affiliates, and their officers, directors, shareholders, members, managers, agents, employees, attorneys, and representatives (the “Equity Holder and Affiliates Released Parties”), of and from any and all manner of acts and actions, cause and causes of actions, arbitrations, mediations, conciliations, dues, sums of money, reckonings, bonds, bills, specialties, contracts, controversies, variances, trespasses, damages, judgments, executions, rights, claims, demands, suits, proceedings, debts, accounts, warranties, covenants, liabilities, agreements, and promises of any nature whatsoever in law or in equity, whether known or unknown, whether sounding in tort or contract or any other basis, that the Debtors Releasing Parties have, have had, or may at any time hereafter have against the Equity Holder and Affiliates Released Parties in any capacity, for, upon, or by reason of any matter, cause, or thing whatsoever, in any way relating to one or more of the Debtors, the Estates, the conduct of the Debtors’ business, the Chapter 11 Cases, the same subject matter as the Claim held by any Creditor

against one or more of the Debtors, or this Combined Plan and Disclosure Statement (other than the rights under this Combined Plan and Disclosure Statement and the Plan Documents); provided, however, that this release shall not extend to and is not intended to release any mortgage directly owed by any of the Equity Holder and Affiliates Released Parties on real property such Equity Holder and Affiliates Released Parties own that was formerly used or occupied by the Debtors in their business operations. Further, this release shall not release potential claims that may arise from future transactions and occurrences between the parties. This release shall be effective only upon (i) payment in full of the Cash Payment, (ii) the repayment of any distribution in respect of Pledged Claims referenced in Section 5 of the Equity Holders and Affiliates Settlement, and (iii) the assumption of debt referenced in Section 4 of the Equity Holders and Affiliates Settlement.

3. Release by Equity Holders and Affiliates of Debtors Released Parties: Except as expressly set forth in this Agreement, in consideration of the representations, warranties, and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Equity Holders and Affiliates hereby waive and release any and all claims that they have or may have against the Debtors, the Debtors' estates, the Committee and their respective members, officers, directors, shareholders, agents, employees, attorneys, and representatives (collectively the "Debtors Released Parties") of and from any and all manner of acts and actions, cause and causes of actions, arbitrations, mediations, conciliations, dues, sums of money, reckonings, bonds, bills, specialties, contracts, controversies, variances, trespasses, damages, judgments, executions, rights, claims, demands, suits, proceedings, debts, accounts, warranties, covenants, liabilities, agreements, and promises of any nature whatsoever in law or in equity, whether known or unknown, whether sounding in tort or contract or any other basis, including but not limited to any matter relating directly or indirectly to all claims which the Equity Holders and Affiliates have, have had, or may at any time hereafter have against the Debtor Released Parties; provided, however, that this release shall not release or impair any rights under insurance policies or coverage or indemnification related to the Debtors to which any of the Equity Holders or Affiliates may be entitled by agreement or law.

4. Release of Liens: Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable Distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of any of the Debtors' Estates shall be fully released, settled, and compromised and all rights, titles, and interests of any Holder of such mortgages, deeds of trust, Liens, pledges, or

other security interests against any property of the Estates shall revert or otherwise transfer to the Liquidating Trust.

Section X.C. Injunction

Except as expressly otherwise provided in the Plan or the Confirmation Order, on the Effective Date of the Plan, all Entities or Persons that hold, have held or may hold or have asserted, assert or may assert Claims, causes of action, liabilities against or Equity Interests in the Debtors and their Estates including Holders of Auto Liability Claims (subject only to the Auto Liability Claims Protocol and as expressly set forth in the Plan and/or the Confirmation Order), shall be permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions against any of the Debtors, their Estates, the Liquidating Trust, the Auto Liability Released Parties (as related to Auto Liability Claims) or any of their property, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such Claim or Equity Interest: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation owed to any Person or Entity released under this Plan, except with respect to the Debtors' right of setoff asserted prior to the entry of the Confirmation Order, whether asserted in a Proof of Claim or otherwise, or as otherwise contemplated or allowed by the Plan; and (v) commencing or continuing in any manner, in any place of any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order.

Section X.D. Auto Liability Claims Injunction

Pursuant to 11 U.S.C. § 105(a), upon entry of the Confirmation, all Holders of Auto Liability Claims shall be enjoined from taking any action, directly or indirectly, for the purpose of collecting, recovering or receiving payment or recovery with respect to an Auto Liability Claim until and unless each such Holders comply with the terms of the ADR Procedures set forth in the Auto Liability Claims Protocol (the "Auto Liability Claims Injunction"). In accordance with the Auto Liability Claims Protocol, the Auto Liability Claims Injunction shall dissolve automatically with respect to any Auto Liability Claim two (2) business days after the filing of an Unsuccessful Mediation Notice (as defined in the Auto Liability Claims Protocol) for such Auto Liability Claim. Upon the filing of such Unsuccessful Mediation Notice, the Holder of such Auto Liability Claim shall automatically be deemed to have been granted relief from the automatic stay, the Injunction listed in Article X(C) of the Joint Combined Plan and Disclosure

Statement, and this Auto Liability Injunction for the limited purpose, if necessary, of listing one or more of the Debtors as a “nominal” party to any future litigation commenced by such Holder to seek payment of such Auto Liability Claim from the Auto Insurers and/or the Auto Liability Claims LC Proceeds, including any amount within the Self-Retention. For the avoidance of doubt, no Holder of Auto Liability Claim, even after the Auto Liability Injunction is dissolved, shall be entitled to receive any Distribution from the Liquidating Trust Assets on account of such Auto Liability Claim. Holders of Auto Liability Claims shall only be entitled to receive payment on account of such Auto Liability Claim from the applicable Auto Insurer and the Auto Liability Claims LC Proceeds held by such Auto Insurer.

Dated: November 19, 2019
Newark, New Jersey

Respectfully submitted,

GIBBONS P.C.

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