

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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In re:

ALLIANT TECHNOLOGIES, L.L.C., *et al.*,¹

Debtors.

Chapter 11

Case No. 21-19748 (JKS)
(Jointly Administered)

DEBTORS' COMBINED PLAN OF LIQUIDATION AND DISCLOSURE STATEMENT

This Combined Plan of Liquidation (the “Plan”) and Disclosure Statement (the “Disclosure Statement”) is presented to you to inform you of the proposed Plan for liquidating the assets of Alliant Technologies, L.L.C. (“Alliant Technologies”), Technology Keiretsu, LLC (“Technology Keiretsu”), AlliantWare, L.L.C. (“AlliantWare”) and Red Forge LLC (“Red Forge” and together with Alliant Technologies, Technology Keiretsu, and AlliantWare, the “Debtors”), and to seek your vote to accept the Plan.

You are encouraged to carefully review the full text of this document, including all exhibits and attachments, before deciding how to vote on the Plan. To assist you in your review, please note that a list of definitions and a section of frequently asked questions appear at the end of this document.

IN ADDITION TO CASTING YOUR VOTE TO ACCEPT OR REJECT THE PLAN, YOU MAY OBJECT TO THE ADEQUACY OF THE DISCLOSURES MADE IN THIS DOCUMENT, OR YOU MAY OBJECT TO THE TERMS OF THE PROPOSED PLAN. IF

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor’s federal tax identification are as follows: Alliant Technologies, L.L.C. (7583), Technology Keiretsu, LLC (8793), AlliantWare, L.L.C. (7589), and Red Forge LLC (8662). Until March 7, 2022, the mailing address for the Debtors was 360 Mt. Kemble Avenue, Morristown, New Jersey 07960 (Attn: Mark P. Cantaluppi); the mailing address for the Debtors is now P.O. Box 527, 275 South Avenue, Fanwood, New Jersey 07023 (Attn: Mark P. Cantaluppi).

YOU WISH TO OBJECT TO THE ADEQUACY OF THE DISCLOSURES OR TO THE TERMS OF THE PROPOSED PLAN, YOU MUST DO SO BY MAY 3, 2022.

YOUR BALLOT STATING HOW YOU ARE VOTING ON THE PLAN MUST BE RETURNED BY MAY 3, 2022. THE BALLOT MUST BE MAILED TO THE FOLLOWING ADDRESS:

FAEGRE DRINKER BIDDLE & REATH LLP

600 Campus Drive
Florham Park, New Jersey 07932-1047
Attn: Marita S. Erbeck

A HEARING ON THE CONFIRMATION OF THE PLAN IS SCHEDULED FOR MAY 10, 2022, AT 10:00 A.M. (ET).

Your rights may be affected by this Plan and Disclosure Statement. You should consider discussing this document with an attorney.

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SUMMARY OF THE PLAN AND DISTRIBUTIONS TO CREDITORS

The Debtors propose to liquidate under chapter 11 of the Bankruptcy Code. Under chapter 11, a debtor may reorganize or liquidate its businesses for the benefit of its stakeholders. After having sold substantially all their assets, the consummation of a chapter 11 plan of liquidation is the principal final objective of these Chapter 11 Cases. A chapter 11 plan sets forth how a debtor will treat claims and equity interests.

The primary objectives of the Plan are to maximize the value of recoveries to all holders of Allowed Claims and Allowed Interests and generally to distribute all property of the Estates that is or becomes available for distribution in accordance with the priorities established by the Bankruptcy Code. The Debtors believe that the Plan accomplishes these objectives and is in the best interest of the Estates.

ARTICLE 1. HISTORY OF THE BUSINESS OPERATIONS OF THE DEBTORS

1.1 Filing of the Debtors' Chapter 11 Cases

On December 21, 2021 (the "Petition Date"), each of the Debtors commenced with the Court a voluntary case under subchapter V of the Bankruptcy Code. The Chapter 11 Cases are pending in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court").

1.2 Nature of the Debtors' Business

Alliant Technologies was a premier provider of comprehensive, turnkey, subscription-based networking and communications services for companies around the world. Alliant Technologies handled the hardware, software, connectivity, and services from design to deployment to monitoring and problem mitigation, integrating all of the parts into a seamless, single-source whole. Founded in 1998 as Alliant Technologies and headquartered in Morristown, N.J., Alliant Technologies had a legacy of solving challenging problems in complex IT environments.

Alliant Technologies' competitive advantage was built upon its positioning at the forefront of the Network-as-a-Service ("NaaS") trend, an emerging model for organizations to consume network infrastructure through flexible operating expense subscriptions that bundle hardware, software, circuits, management tools, licenses and service into a single package. Alliant Technologies' comprehensive service offerings included all of the networking and communications technology needed to securely and reliably manage employees and resources paired with 24x7x365 support from Alliant Technologies' Network Operations Center strategically located at the Debtors' headquarters. Alliant Technologies' NaaS capabilities were built upon its proprietary reference architecture and system designs, allowing Alliant Technologies to efficiently customize and scale its services to meet each customer's unique needs.

1.3 Legal Structure and Ownership

Technology Keiretsu is the ultimate parent of all of the Debtors. Technology Keiretsu owns 99.99% of the equity interests in Alliant Technologies and Red Forge LLC. Alliant Technologies, in turn, owns 99.99% of the equity interests in Alliant Ware L.L.C. The equity in Technology Keiretsu is comprised of multiple classes of Common Interests, Preferred Interests, and Management Incentive interests.

Alliant Technologies was the Debtors' main operating entity. Alliant Ware is counterparty to certain vendor contracts that provided services to Alliant Technologies. Red Forge owned the intellectual property used in Alliant Technologies' business.

1.4 Debtors' Assets

Pursuant to the sale of substantially all of the Debtors' assets to Buyer approved by entry of the Sale Order, the Debtors received cash in an amount of \$3,250,000 plus an earn out is payable by Buyer within two years from closing if certain revenue milestones are achieved in accordance with the terms of the Stalking Horse APA. Of the amounts received, \$2,463,630.00 of the purchase price was distributed to Valley National Bank ("Valley Bank") in full satisfaction of its secured claim. The remaining proceeds are held by the Debtors. Other Remaining Assets include pre-closing accounts receivables, Cash, the Employee Retention Credit and Causes of Action.

1.5 Debtors' Liabilities

Aside from Valley Bank's secured Claim which has been satisfied in full, there were disputed secured and priority Claims against (i) Alliant Technologies, L.L.C. in the approximate amount of \$472,931.26, (ii) Technology Keiretsu, LLC in the approximate amount of \$56,095.47, (iii) AlliantWare, L.L.C. in the approximate amount of \$0.00, and (iv) and Red Forge LLC in the approximate amount of \$13,650.00. In addition, approximately \$16,671,225.80 of disputed general unsecured claims, not including Intercompany Claims, exist against (i) Alliant Technologies, L.L.C. in the approximate amount of \$2,663,053.17, (ii) Technology Keiretsu, LLC in the approximate amount of \$13,269,059.63, (iii) AlliantWare, L.L.C. in the approximate amount of \$680,063.00, and (iv) and Red Forge LLC in the approximate amount of \$59,050.00.

The general bar date for filing claims against the Debtors was March 1, 2022.

1.6 Current and Historical Financial Conditions

Alliant Technologies had a long-standing and loyal customer base comprised of a mix of new customers acquired in the last five years and long-term customers with relationships dating back to 2004 that have converted to Alliant Technologies' NaaS model. The Debtors' revenue pipeline included national retailers and manufacturers representing key customer demographics with increasing recognition of the compelling advantages of NaaS solutions—proven to be efficiently adapted across distributed environments while offering maximum flexibility with no up-front costs as new locations come online. Alliant Technologies had longstanding relationships with key industry players Cisco and AT&T and had identified additional partnership opportunities

for expanding the Debtors' marketing and service delivery capabilities specifically for the mid-market.

During the Chapter 11 cases, the Debtors filed the operating reports required of a Subchapter V debtor. Per the Sale Order, certain funds are being held and will be distributed under the Plan, in accordance with the priority scheme of the Bankruptcy Code.

1.7 Events Leading to the Filing of the Bankruptcy Cases

Despite its fundamentally strong business, Alliant Technologies was one of the many companies severely affected by the COVID-19 pandemic and its impact on global supply chains. As calendar 2019 was coming to a close, expectations were high for the Debtors. During November 2019, \$2.1 million of capital was raised from a private investor group. Separately, the Debtors sought to implement a new go-to-market strategy and to repay outstanding balances on their trade payables and the Valley Bank Indebtedness. In furtherance of these goals, management was actively discussing joint business opportunities and potential capital raise transactions with a large strategic organization.

By mid-March 2020, the United States was becoming overwhelmed by the Coronavirus with work stoppages, quarantines and work from home mandates. As the pandemic raged across the country and world, the Debtors reviewed their customer base and determined that they would make every effort to continue providing necessary IT infrastructure services to all customers, but especially to customers in essential industries that would need to continue to operate during the pandemic. Those essential industries included dairy processors, grocery chains and other businesses that support those industries. The Debtors were committed to maintain their IT infrastructure operations and staffing levels.

In April 2020, the Debtors applied for and received a \$1,821,916 loan from the Paycheck Protection Program (PPP) established by section 1102 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). The loan was forgiven in May 2021 pursuant to the CARES Act PPP.

As the economy ground to a halt during the second quarter of 2020, customer payments slowed, the Debtors' operating revenue suffered, and outstanding payables grew. In response, the Debtors' management team initiated an aggressive cost control campaign. In July 2020, management salaries were reduced by 20% and many rank and file employees were moved to a four-day work week at reduced compensation.

During the third quarter of 2020, the Debtors began negotiations with vendors to structure payment terms on outstanding balances. Effective September 1, 2020, the Debtors' management team implemented a second compensation reduction plan that furloughed 12 employees, temporarily reduced leadership's compensation by a total of 40% and reducing most other employees by 20% in an effort to reduce the cash burn.

On September 30, 2020, the Debtors, in consultation with Valley Bank, came to terms with the Rescue Investors to provide three (3) tranches at \$2 million each of subordinated rescue capital to Technology Keiretsu to help bridge the gap with vendors, and allow the Debtors to have working

capital to invest in revenue growth. The results of these efforts were the funds provided under the Subordinated Rescue Investor Notes. The first funding occurred on September 30, 2020. The second tranche was funded in December 2020. The final \$2 million was funded in May 2021. As a result of the capital infusion, the Debtors were able to pay their vendors, landlord, and pay down \$350,000 of the Valley Bank Indebtedness.

At the same time, the Debtors' senior management collectively agreed to defer cash compensation of \$345,000 that was owed to them in March 2021, and up to an additional \$106,000 owed through the remainder of 2021. Instead of having those amounts of their salaries and bonuses paid in cash, the Debtors' senior management now hold the subordinated promissory notes. By August 1, 2021, all employees were brought back to full compensation levels and only five (5) employees remained on furlough.

Finally, while many sectors of the economy have recovered from the pandemic, the IT industry continues to suffer major supply chain shortages. Technology dependent equipment like switches, routers and wireless devices used in the Alliant Technologies' business all require semiconductors, or chips and the Debtors' business was severely impacted by the worldwide shortage in chips. These ongoing supply chain interruptions caused delays in buying decisions and fewer closing opportunities in the fourth quarter of 2021, which ultimately meant that Debtors' revenue streams could not recover.

1.8 Significant Events During the Bankruptcy Cases

- On December 23, 2021, the Court entered the Order Directing Joint Administration of the bankruptcy cases – lead case 21-19748 (JKS) (Alliant Technologies, L.L.C.), member case 21-19749 (JKS) (Technology Keiretsu, LLC), member case 21-19750 (JKS) (AlliantWare, L.L.C.), and member case 21-19751 (JKS) (Red Forge LLC) [ECF No.² 21];

- On December 23, 2021, the Court entered the Interim Order Pursuant to 11 U.S.C. §§ 105(a), 363(b) and 507(a) Authorizing the Debtors to (I) Pay Certain Prepetition Wages and Reimbursable Employee Expenses, (II) Pay and Honor Employee Medical and Other Benefits, and (III) Continue Employee Benefit Programs [ECF No. 24];

- On December 23, 2021, the Court entered the Interim Order Authorizing the Debtors to (I) Maintain, Renew, and Continue Their Insurance Policies and Programs and (II) Honor All Insurance Obligations [ECF No. 25];

- On December 23, 2021, the Court entered the Interim Authorizing the Payment of Certain Taxes [ECF No. 26];

- On December 23, 2021, the Court entered the Interim Order Pursuant to Bankruptcy Code § 366 Regarding Adequate Assurance for the Future Performance for Utilities

² "ECF No." references will be to the lead case docket 21-19748 (JKS).

and Establishing Procedures for Determining Requests for Additional Adequate Assurance [ECF No. 27];

- On December 23, 2021, the Court entered the Interim Order (I) Authorizing the Continued Use of Existing Cash Management System, Bank Accounts, and Business Forms; and (II) Modifying the Investment and Deposit Requirements [ECF No. 28];

- On December 23, 2021, the Court entered the Interim Order (I) Authorizing Use of Cash Collateral and Affording Adequate Protection; (II) Modifying Automatic Stay; and (III) Scheduling Final Hearing [ECF No. 29];

- On December 23, 2021, Joseph L. Schwartz, Esq. was appointed as Subchapter V trustee by the United States Trustee's Office pursuant to the *Notice of Appointment of Subchapter V Trustee* [ECF No. 20];

- On January 20, 2022, the Court entered the Final Order (I) Authorizing the Use of Cash Collateral and Affording Adequate Protection; (II) Modifying the Automatic Stay; and (III) Scheduling Final Hearing [ECF No. 104];

- On January 21, 2022, the Court entered the Final Order Authorizing the Payment of Certain Taxes [ECF No. 98];

- On January 21, 2022, the Court entered the Final Order Authorizing the Debtors to (I) Maintain, Renew, and Continue Their Insurance Policies and Programs and (II) Honor All Insurance Obligations [ECF No. 99];

- On January 21, 2022, the Court entered the Final Order (I) Authorizing the Continued Use of Existing Cash Management System, Bank Accounts, and Business Forms; and (II) Modifying the Investment and Deposit Requirements [ECF No. 100];

- On January 21, 2022, the Court entered the Order (A) Approving Bidding and Sale Procedures; (B) Approving Form and Manner of Notices; (C) Approving Form of Asset Purchase Agreement, Including Expense Reimbursement; (D) Scheduling Dates to Conduct Auction and Hearing to Consider Final Approval of Sale and Related Matters; (E) Approving Procedures for the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (F) Granting Related Relief [ECF No. 101];

- On January 21, 2022, the Court entered the Final Order Pursuant to Bankruptcy Code § 366 Regarding Adequate Assurance of the Future Performance for Utilities and Establishing Procedures for Determining Requests for Additional Adequate Assurance [ECF No. 102];

- On January 21, 2022, the Court entered the Notice of Certain Assets at Auction [ECF No. 105];

- On January 24, 2022, the Court entered the Notice of Possible Assumption and Cure Amount with Respect to Executory Contracts or Unexpired Leases Potentially to be Assumed and Assigned in Connection with Sale of Debtors' Assets [ECF No. 112];
- On January 25, 2022, the Court entered the Final Order Pursuant to 11 U.S.C. §§ 105(a), 363(b) and 507(a) Authorizing the Debtors to (I) Pay Certain Prepetition Wages and Reimbursable Employee Expenses, (II) Pay and Honor Employee Medical and Other Benefits, and (III) Continue Employee Benefit Programs [ECF No. 116];
- On February 7, 2022, the Court entered the Order (I) Appointing Stout Capital, LLC as Investment Banker to the Debtors and Debtors in Possession, Effective as of the Petition Date; (II) Modifying Certain Time-Keeping Requirements; and (III) Granting Related Relief [ECF No. 127];
- On February 7, 2022, the Court entered the Order Authorizing the Employment and Retention of Eisner Advisory Group LLC as Financial Advisor to the Debtors and Debtors in Possession, Effective as of the Petition Date [ECF No. 128];
- On February 7, 2022, the Court entered the Order Appointing Faegre Drinker Biddle & Reath LLP as Attorneys to the Debtors and Debtors in Possession Effective as of the Petition Date [ECF No. 129];
- On February 7, 2022, the Court entered the Order Granting Debtors' Application for Entry of an Order Authorizing the Debtors to Retain and Employ Donlin, Recano & Company, Inc. as Administrative Advisor Effective Nunc Pro Tunc to the Petition Date [ECF No. 130];
- On February 9, 2022, the Court entered the Order Pursuant to 11 U.S.C. §§ 105(a), 327, and 330 Authorizing Debtors to Employ Professionals in the Ordinary Course of Business [ECF No. 132];
- On February 11, 2022, Alliant Technologies filed an Adversary Complaint against Rexel Holdings USA Corp. for damages resulting from breach of contract [ECF No. 136];
- On February 21, 2022, the Debtors filed the Notice of Cancellation of Auction and Designation of the Stalking Horse Bid as the Successful Bid [ECF No. 151];
- On February 24, 2022, the Court entered the Sale Order [ECF No. 158];
- The Sale to Buyer closed as of February 28, 2022; and
- On March 1, 2022, the Debtors filed their Motion for Entry of an Order Authorizing the Debtors to Reject Certain Executory Contracts Effective as of the Rejection Effective Date [ECF No. 165].

1.9 **Projected Recovery of Avoidable Transfers**

The Debtors have not yet completed their investigation with regard to prepetition transactions. If you received a payment or other transfer of property within 90 days of bankruptcy, the Debtors may seek to avoid such transfer.

ARTICLE 2. **THE PLAN**

The Plan must describe how the Debtors' Creditors will be paid. Certain Claims are entitled to specific treatment under the Bankruptcy Code and are not placed in a class for purpose of payment. For example, Administrative Expenses and Priority Tax Claims are not classified.

As required by the Bankruptcy Code, the Plan places Claims and Equity Interests in various classes and describes the treatment each class will receive. The Plan also states whether each class of Claims or Equity Interests is impaired or unimpaired. A Claim or Equity Interest can be impaired if the Plan alters the legal, equitable, or contractual rights to which the Claimants are otherwise entitled. If the Plan is confirmed, each Creditor's recovery is limited to the amount provided in the Plan.

THERE CAN BE NO ASSURANCE THAT THE ACTUAL CLAIM AMOUNTS WILL NOT BE DIFFERENT, AND PERHAPS SIGNIFICANTLY DIFFERENT, FROM THE ESTIMATES SET FORTH HEREIN.

Only Creditors in classes that are impaired may vote on whether to accept or reject the Plan, and only Creditors holding Allowed Claims may vote. A class accepts the Plan when more than one-half (1/2) in number and at least two-thirds (2/3) in dollar amount of the Allowed Claims that actually vote, vote in favor of the Plan. Also, a class of Equity Interest holders accepts the Plan when at least two-thirds (2/3) in amount of the allowed Equity Interest holders that actually vote, vote in favor of the Plan. A class that is not impaired is deemed to accept the Plan.

2.1 **Unclassified Claims**

Certain types of Claims are automatically entitled to specific treatment under the Bankruptcy Code. For example, Administrative Expenses and Priority Tax Claims are not classified. They are not considered impaired, and holders of such Claims do not vote on the Plan. Holders of such Claims may, however, object to the Plan if, in their view, their treatment under the Plan does not comply with that required by the Bankruptcy Code. As such, the Plan does not place the following Claims in any class:

A. Administrative Expenses

The Debtors must pay all Administrative Expenses in full. Holders of Administrative Expense Claims are deemed unimpaired and are not entitled to vote on the Plan. If an Administrative Expense is disputed, the Bankruptcy Court must determine the validity and amount of the Administrative Expense, or in other words, "allow" the Administrative Expense. Any Administrative Expense that is undisputed, and is due and owing on the Confirmation Date, must

be paid on the Effective Date of the Plan, or upon such other terms as agreed upon by the Debtors and the Administrative Claimant. If the Administrative Expense is disputed, payment will be made after the Administrative Expense is allowed by the Bankruptcy Court.

There are several types of Administrative Expenses, including:

1. If the Debtors traded in the ordinary course of business following the Petition Date, the Creditors with whom the Debtors traded are entitled to be paid in full for the goods or services they provided. This ordinary trade debt incurred by the Debtors after the Petition Date will be paid on an ongoing basis in accordance with the ordinary business practices and terms between the Debtors and their trade Creditors.
2. Since the Debtors sold their assets as of February 28, 2022, there should be no trade claims against the Debtors after that date. Any creditors that provided goods or services to the Debtors after the Petition Date that remain unpaid (other the Claims of the Debtors' professionals, Subchapter V Trustee and United States Trustee) must file an administrative claim within thirty (30) days of the entry of the Confirmation Order (the "Administrative Claims Bar Date") and send it to: Faegre Drinker Biddle & Reath LLP, 600 Campus Drive, Florham Park, New Jersey 07928, Attn. Marita Erbeck, Esq.
3. Administrative Expenses also include any post-petition fees and expenses allowed to professionals, including attorneys and accountants employed upon Bankruptcy Court authority to render services to the Debtors during the course of the Chapter 11 Cases and the Subchapter V Trustee (the "Professional Fee Claims"). The Professional Fee Claims, as noted above, are excluded from the Administrative Bar Date but final fee applications for Professional Fee Claims will need to be filed within sixty (60) days of the entry of the Confirmation Order. Professional Fee Claims must be noticed to Creditors and approved by the Bankruptcy Court prior to payment.

The following are the Debtors' estimated Administrative Expenses (more fully described in Exhibit A), and their proposed treatment under the Plan:

Type	Estimated Claim Amount	Proposed Treatment and Recovery
Administrative Claims (excluding Professional Fee Claims)	\$1,772,553	Unimpaired; payment to be made in Cash in full

Professional Fee Claims		
Debtors' counsel (Faegre Drinker)	\$585,000	Paid in full or according to separate written agreement. Payment(s) to be approved by Bankruptcy Court order.
Debtors' financial advisor (Eisner)	\$140,000	Paid in full or according to separate written agreement. Payment(s) to be approved by Bankruptcy Court order.
Debtors' administrative advisor (Donlin Recano)	\$130,000	Paid in full or according to separate written agreement. Payment(s) to be approved by Bankruptcy Court order.
Debtors' investment banker (Stout)	\$525,000	Paid in full or according to separate written agreement. Payment(s) to be approved by Bankruptcy Court order.
Subchapter V Trustee (Joseph L. Schwartz)	\$25,000	Paid in full or according to separate written agreement. Payment to be approved by Bankruptcy Court order
United States Trustee	\$0	The Debtors do not expect there to be fees owed to the United States Trustee's Office. To the extent any such fees accrue, they shall be paid in full or according to separate written agreement
TOTAL	\$3,177,553	

B. Priority Tax Claims.

Priority Tax Claims are unsecured income, employment, and other taxes described by section 507(a)(8) of the Bankruptcy Code. Unless the holder of a Priority Tax Claim pursuant to section 507(a)(8) of the Bankruptcy Code agrees otherwise, it must receive the present value of such Claim, in regular installments paid over a period not exceeding 5 years from the order of relief.

Each holder of a Priority Tax Claim will be paid in Cash in full on the Effective Date, as follows:

Name of Taxing Authority	Claim Number	Claim Amount
Arkansas Department of Finance and Administration	3	\$279.41
Arizona Department of Revenue	6	\$300.00
Internal Revenue Service, Department of the Treasury	13	\$0.00
Florida Department of Revenue	14	\$180.87
Internal Revenue Service, Department of the Treasury	65	\$1,157.20
TOTAL		\$1,917.48

2.2 **Classes of Claims and Equity Interests**

The following are the classes set forth in the Plan, and the proposed treatment that they will receive under the Plan:

A. Classes of Secured Claims

Allowed Secured Claims are Claims secured by property of the Debtors' bankruptcy estate to the extent allowed as secured Claim under section 506 of the Bankruptcy Code. As described more fully above, the Valley Bank Indebtedness has been satisfied.

To the extent there are any Allowed Other Secured Claims against property that is property of the Debtors, at the option of the Debtors and/or Liquidating Trustee, each Holder of an Allowed Other Secured Claim shall receive, either (i) the legal, equitable and contractual rights to which such Allowed Other Secured Claim entitles the Holder thereof shall be left unaltered; (ii) the Other Secured Claim shall be left unimpaired in the manner described in section 1124(2) of the Bankruptcy Code; or (iii) the Holder of such Claim shall receive or retain the collateral securing such Other Secured Claim.

The following chart lists all classes containing the Debtors' secured prepetition Claims and their proposed treatment under the Plan:

Class #	Description	Insider? (Yes or No)	Impairment/ Voting Status	Treatment
1	Other Secured Claims	No	Unimpaired and not entitled to vote on the Plan	Shall receive, either (i) the legal, equitable and contractual rights to which such Allowed Other Secured Claim entitles the Holder thereof shall be left unaltered; (ii) the Other Secured Claim shall be left unimpaired in the manner described in section 1124(2) of the Bankruptcy Code; or (iii) the Holder of such Claim shall receive or retain the collateral securing such Other Secured Claim.

B. Classes of Priority Unsecured Claims

Certain priority Claims that are referred to in sections 507(a)(1), (4), (5), (6), and (7) of the Bankruptcy Code are required to be placed in classes. The Bankruptcy Code requires that each holder of such a Claim receive cash on the Effective Date of the Plan equal to the allowed amount of such Claim. However, a class of holders of such Claims may vote to accept different treatment.

The following chart lists all classes containing Claims under sections 507(a)(1), (4), (5), (6), and (a)(7) of the Bankruptcy Code and their proposed treatment under the Plan:

Class #	Description	Impairment/Voting Status	Treatment
2	Employee Wage Claims (not to exceed statutory threshold)	Unimpaired and not entitled to vote on the Plan	Payment to be made in Cash in full up to statutory threshold

C. Classes of General Unsecured Claims

General unsecured Claims are not secured by property of the estate and are not entitled to priority under section 507(a) of the Bankruptcy Code. To the extent that a general unsecured Claim has been satisfied by virtue of a cure payment under section 365 of the Bankruptcy Code, that Claim is not included in the summary of Claims attached hereto as **Exhibit A**.

The following chart identifies the Plan's proposed treatment of Class 3, which contain general unsecured Claims against the Debtors:

Class #	Description	Impairment/Voting Status	Treatment
3	General Unsecured Claims	Impaired and entitled to vote on the Plan	TBD

D. Classes of Equity Interest Holders

Equity Interest holders are parties who hold an ownership interest (*i.e.*, equity interest) in the Debtors.

The following chart sets forth the Plan's proposed treatment of the classes of Equity Interest holders:

Class #	Description	Impairment/Voting Status	Estimated Recovery
4	Equity Interest Holders	Impaired, will not receive a distribution, and not entitled to vote on the Plan	0%

E. Intercompany Claims.

Class #	Description	Impairment/Voting Status	Estimated Recovery
5	Intercompany Claims	Impaired, will not receive a distribution, and not entitled to vote on the Plan	0%

2.3 **Claims Objections**

The Debtors and/or Liquidating Trustee may object to the amount or validity of any Claim within 180 days of the Confirmation Date by filing an objection with the Bankruptcy Court and serving a copy of the objection on the holder of the Claim, which deadline may be further extended by Order of the Court. The Claim objected to will be treated as a Disputed Claim under the Plan. For the avoidance of doubt, the Debtors prior to the Confirmation Date, and the Liquidating Trustee, after the Confirmation Date, are the only parties that may object to claims.

If and when a Disputed Claim is finally resolved by the allowance of the Claim in whole or in part, the Debtors will pay the Allowed Claim in accordance with the Plan.

2.4 **Treatment of Executory Contracts and Unexpired Leases**

Executory Contracts are contracts where significant performance of the contract remains for both the Debtor(s) and a counter-party to the contract. The Debtors have the right to reject,

assume (*i.e.*, accept), or assume and assign these types of contracts to another party, subject to the Bankruptcy Court's approval.

In connection with the Sale and pursuant to the Sale Order, the Debtors assumed and assigned a number of Executory Contracts. Nevertheless, all Executory Contracts not expressly assumed by the Debtors before the date of the order confirming the Plan shall be conclusively deemed to have been rejected.

Rejection means that the Debtors have elected not to continue to perform the obligations under such contracts or leases. If the Debtors have elected to reject a contract or lease, the other party to the contract or lease will be treated as an unsecured Creditor holding a Claim that arose before the bankruptcy was filed.

Any person or entity that holds a claim arising from such Executory Contract not otherwise previously rejected must file a proof of claim based on such rejection on or before the date that is 30 days after entry of an order confirming the Plan. Any Claim based on the rejection of an Executory Contract will be barred if the proof of claim is not timely filed, unless the Bankruptcy Court orders otherwise.

2.5 Means for Implementation of the Plan

The Plan is a liquidating plan as all Assets of the Debtors will be liquidated to pay Allowed Claims against the Debtor. Substantially all of the Debtors' assets were sold pursuant to the Sale Order. All proceeds from the Sale and any Remaining Assets will be transferred to the Liquidating Trust for distribution to holders of Allowed Claims in accordance with this Plan and the Liquidating Trust Agreement. All Claims against the Debtors will be channeled to the Liquidating Trust for administration and payment. The Debtors expect that the Liquidating Trust will have sufficient cash to make the payments required under this Plan (*see Exhibit B*). As provided in Section 2.1 of this Plan and Disclosure Statement, the Debtors do not believe that any United States Trustee Fees are due and owing, but to the extent there are, all such United States Trustee Fees accrued prior to the Effective Date shall be paid in full, on or before the Effective Date. Any such Fees which accrue post-Effective Date shall be paid in full on a timely basis by the Liquidating Trustee or any successor to the Debtors prior to the Debtors' cases being closed, converted, or dismissed.

On the Effective Date and upon (i) the Debtors, or such entity designated by the Debtors, making the Effective Date Distributions and (ii) the Debtors causing the Liquidating Trust Assets to be transferred to the Liquidating Trust in accordance with Section 2.8(B), the Debtors shall have no further duties or responsibilities in connection with implementation of this Plan, and the directors and officers of each of the Debtors shall be deemed to have been terminated and/or resigned. From and after the Effective Date, the Liquidating Trustee shall be authorized to act on behalf of the Debtors in the same manner as the Debtors' directors and officers were authorized prior to the Effective Date, provided that the Liquidating Trustee shall have no duties other than as expressly set forth in this Plan.

2.6 **Payments**

If the Plan is confirmed under section 1191(a) of the Bankruptcy Code, payments to Creditors provided for in the Plan will be made by the Subchapter V Trustee pursuant to section 1194(a) of the Bankruptcy Code.

If the Plan is confirmed under section 1191(b), except as otherwise provided in the Plan or in the order confirming the Plan, the Subchapter V Trustee shall make all Plan payments to creditors under the Plan.

2.7 **Disbursing Agent**

Distributions to Creditors provided for in this Plan will be made by the Liquidating Trustee.

2.8 **Liquidating Trust**

A. **Establishment of Liquidating Trust**

On the Effective Date, the Liquidating Trust will be established pursuant to the Liquidating Trust Agreement, which will be filed with the Bankruptcy Court as part of the Plan Supplement. Upon establishment of the Liquidating Trust, all Liquidating Trust Assets shall be deemed transferred to the Liquidating Trust without any further action of any of the Debtors or any managers, employees, officers, directors, members, partners, shareholders, agents, advisors, or representatives of the Debtors.

B. **Transfer of Trust Assets**

Pursuant to section 1141 of the Bankruptcy Code all property transferred pursuant to this Section shall be made free and clear of all Claims, liens, encumbrances, charges, and other interests, except as may be otherwise provided in this Plan. Upon completion of the transfer of the Liquidating Trust Assets to the Liquidating Trust, the Debtors will have no further interest in, or with respect to, the Liquidating Trust Assets, or the Liquidating Trust. For all federal income tax purposes, all parties (including, without limitation, the Debtors, the Liquidating Trustee, and the Liquidating Trust's beneficiaries) will treat the transfer of assets to the Liquidating Trust in accordance with the terms of this Plan, as a transfer to the Liquidating Trust's beneficiaries, followed by a transfer by such Liquidating Trust's beneficiaries to the Liquidating Trust, and the Liquidating Trust's beneficiaries will be treated as the grantors and owners thereof.

C. **Purpose of Liquidating Trust.**

The Liquidating Trust shall be established for the purpose of liquidating the Liquidating Trust Assets, to maximize recoveries for the benefit of the Liquidating Trust's beneficiaries (i.e., holders of Allowed Claims) and making Distributions in accordance with this Plan to the Liquidating Trust's beneficiaries, with no objective to continue or engage in the conduct of a trade or business in accordance with Treas. Reg. § 301.7701-4(d). The Liquidating Trust is intended to qualify as a "grantor trust" for federal income tax purposes and, to the extent permitted by applicable law, for state and local income tax purposes, with the Liquidating Trust's beneficiaries treated as grantors and owners of the Liquidating Trust. Accordingly, for federal tax purposes, it

is intended that the holders of Allowed Claims be treated as if they received a Distribution of an interest in the Liquidating Trust Assets and then contributed such interests to the Liquidating Trust. Upon the transfer by the Debtors of the Liquidating Trust Assets to the Liquidating Trust, the Debtors will have no reversionary or further interest in or with respect to the Liquidating Trust Assets or the Liquidating Trust.

D. Liquidating Trustee.

a. *Retention of Liquidating Trustee.* The Liquidating Trustee will be an entity or person designated by the Debtors prior to the Confirmation Hearing. Prior to the Confirmation Hearing, the Liquidating Trustee shall file with the Bankruptcy Court a declaration setting forth connections with creditors and parties in interest in the Chapter 11 Cases and the proposed terms of compensation.

b. *Liquidating Trustee as Representative of the Estates.* From and after the Effective Date, the Liquidating Trustee shall act as the representative of the Estates for all purposes, including specifically, pursuant to section 1123(b)(3) of the Bankruptcy Code for the purpose of retaining and enforcing any claims or interests of the Estates, including without limitation Causes of Action. In the event that the Liquidating Trustee resigns, is removed, terminated or otherwise unable to serve as the Liquidating Trustee, then a successor shall be jointly appointed by the United States Trustee. Any successor Liquidating Trustee appointed shall be bound by and comply with the terms of this Plan, the order confirming the Plan, and the Liquidating Trust Agreement.

c. *Responsibilities and Authority of the Liquidating Trustee.* The responsibilities and authority of the Liquidating Trustee shall be as set forth in the Liquidating Trust Agreement, and shall include the following: (a) preserving and liquidating the Liquidating Trust Assets and providing payments to holders of Allowed Claims (i.e., the Liquidating Trust's beneficiaries) in accordance with the provisions of this Plan; (b) administering and paying taxes, including, among other things, (i) filing tax returns on behalf of the Debtors and Liquidating Trust, and (ii) representing the interest and account of the Liquidating Trust before any taxing authority in all matters including, without limitation, any action, suit, proceeding, or audit; (c) retaining and paying professionals in connection with the Liquidating Trustee's performance of its duties under this Plan and Liquidating Trust Agreement; (d) distributing information statements as required for federal income tax and other applicable tax purposes; (e) filing an application for entry by the Bankruptcy Court of a final decree closing each of the Chapter 11 Cases; and (f) such other responsibilities as may be vested in the Liquidating Trustee pursuant to this Plan or Bankruptcy Court order, or as may be necessary and proper to carry out the provisions of this Plan. In addition, after the Plan Confirmation Date, the Liquidating Trustee shall file with the Bankruptcy Court and submit to the United States Trustee regular post-confirmation status reports every three months, on or before each of the twentieth (20th) day of January, April, July, and October as appropriate, until the Chapter 11 Cases are closed, converted, or dismissed, whichever happens earlier.

d. *Powers of the Liquidating Trustee.* The powers of the Liquidating Trustee shall be as set forth in the Liquidating Trust Agreement.

e. *Compensation of Liquidating Trustee.* The Liquidating Trustee shall be compensated as set forth in the Liquidating Trust Agreement. The Liquidating Trustee shall fully comply with the terms, conditions and rights set forth in this Plan, order confirming the Plan, and the Liquidating Trust Agreement. The Liquidating Trustee shall not be required to file a fee application to receive compensation.

f. *Retention and Payment of Professionals.* The Liquidating Trustee shall have the right to retain the services of attorneys, accountants, and other professionals and agents to assist and advise the Liquidating Trustee in the performance of his duties, and to compensate and reimburse expenses of such professionals in accordance with the Liquidating Trust Agreement.

g. *Limitation on Liability and Indemnification of the Liquidating Trustee.* The Liquidating Trustee and his professionals shall be entitled to indemnification and advancement from the Liquidating Trust against any losses, liabilities, expenses (including attorneys' fees and disbursements), damages, taxes, suits, or claims that the Liquidating Trustee or its professionals may incur or sustain by reason of being or having been a Liquidating Trustee or professionals of the Liquidating Trustee for performing any functions incidental to such service; provided, however, the foregoing shall not relieve the Liquidating Trustee or his professionals from liability for gross negligence or willful misconduct, as set forth more fully in the Liquidating Trust Agreement.

h. *Implementation of the Plan.* On and after the Effective Date, except as otherwise provided in the Plan, the Liquidating Trustee may use, sell, assign, transfer or otherwise acquire or dispose of Liquidating Trust Assets and compromise or settle any Claims or Causes of Action without approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and the Confirmation Order

E. Plan Expenses.

All Plan Expenses shall be paid from the Liquidating Trust, and the Liquidating Trustee may, in the ordinary course of business and without the necessity for any application to, or approval of, the Bankruptcy Court, pay any accrued but unpaid Plan Expenses from the Liquidating Trust.

F. Termination of the Liquidating Trust.

The Liquidating Trust shall be dissolved upon the earlier of (i) the distribution of all of its assets to the Liquidating Trust's beneficiaries and (ii) the third anniversary of the creation of the Liquidating Trust; provided that, if warranted by the facts and circumstances involved in resolving any Causes of Action, upon application to, and if approved by, the Bankruptcy Court upon a finding that such extension is necessary for purposes of resolving such Causes of Action and distributing the proceeds to Liquidating Trust's beneficiaries, the term of the Liquidating Trust may be extended by the Liquidating Trustee for a specified, finite term. Notwithstanding the foregoing, the Liquidating Trust shall be automatically terminated in the event that a final decree is entered closing each of the Chapter 11 Cases or if the Chapter 11 Cases are converted or dismissed.

G. Exculpation Relating to the Liquidating Trust.

No holder of a Claim or Interest or any other party in interest will have, or otherwise pursue, any Claim or cause of action against the Liquidating Trustee, the Liquidating Trust or the employees or professionals thereof (solely in the performance of their duties), for making payments and Distributions in accordance with this Plan and the Liquidating Trust Agreement or for fulfilling any functions incidental to implementing the provisions of this Plan or the Liquidating Trust, except for any acts or omissions to act that are the result of gross negligence or willful misconduct, as set forth more fully in the Liquidating Trust Agreement.

2.9 Tax Consequences of the Plan

Creditors and Equity Interest holders concerned with how the Plan may affect their tax liability should consult with their own accountants, attorneys, and/or advisors.

2.10 Risk Factors/Mitigating Factors

The risk factors relate primarily to the Debtors or Liquidating Trustee being unable to resolve pending disputed Claims. If the Debtors or Liquidating Trustee have to expend significant resources to resolve disputed Claims, it would reduce funds otherwise available to Creditors.

2.11 W-9 Requests

To facilitate the distribution of funds, holders of Allowed Claims shall receive requests for W9 forms together with service of this Plan and Disclosure Statement. Any holder of an Allowed Claim that fails to return a W9 to the Liquidating Trustee within thirty (30) days shall forfeit its/his/her right to a distribution and shall cease being a holder of an Allowed Claim, unless otherwise agreed to in writing by the Liquidating Trustee.

2.12 Unclaimed Property

If any distribution remains unclaimed for a period of 90 days after it has been delivered (or attempted to be delivered) in accordance with the Plan to the holder of a Claim entitled thereto, such property shall be deemed to be unclaimed property under section 347 of the Bankruptcy Code and shall be forfeited by such holder whereupon all right, title and interest in and to the unclaimed property shall revert to and vest in the Liquidating Trust and be held in reserve by the Liquidating Trustee to be distributed to other Creditors in accordance with this Plan. The Liquidating Trustee shall not attempt to make further distribution to the holders of such unclaimed property. Distributions unclaimed for a period of 90 days after they have been delivered (or attempted to be delivered) in accordance with the Plan to the holders of Claims entitled thereto that (i) are intended to be final distributions; and (ii) do not exceed \$10,000 in the aggregate, shall, as soon thereafter as practicable, be donated to an organization selected by the Liquidating Trust and officially recognized by the Internal Revenue Service as a charitable organization, a contribution to which would be deductible for federal income tax purposes.

2.13 **Disputed Claims**

(a) *No Distribution on Account of Disputed Claims.* Notwithstanding any other provision in the Plan, no distributions shall be made under the Plan on account of any Disputed Claim.

(b) *Disputed Claims Reserve.* In determining the amount of distributions to be made under the Plan to holders of Allowed Claims, the appropriate distributions required by the Plan shall be made according to estimates and subject to the provisions of the Plan. To protect the interests of holders of Disputed Claims, to the extent any exist, the Liquidating Trustee shall establish a “Disputed Claims Reserve” for each Disputed Claim. The Liquidating Trustee shall fund the Disputed Claims Reserve with Cash in an amount that represents the pro rata share of the Cash that would otherwise be distributed to the holders of each Disputed Claim if such Claim was Allowed in the amount set forth on the holder’s proof of Claim or as estimated by the Bankruptcy Court.

(c) *Distribution After Allowance.* As soon as practicable after a Disputed Claim becomes an Allowed Claim, the holder of such Allowed Claim shall receive from its Disputed Claims Reserve a distribution in an amount equal to the distribution that such holder would have received had such Disputed Claim been an Allowed Claim on the Effective Date. Distributions to each holder of a Disputed Claim, to the extent that such Claim becomes an Allowed Claim, shall be made, without interest, in accordance with the Class of Claims to which such Claim belongs.

(d) *Distribution After Disallowance.* If and when a Disputed Claim or any portion thereof becomes a disallowed Claim, the pro rata share of the distributions to which each holder of an Allowed Claim in the Class of Claims to which such Claim belongs is entitled, shall increase commensurately. Accordingly, the Liquidating Trustee shall have the right to make subsequent distributions in accordance with the provisions of the Plan.

2.14 **Cancellation of Liens**

Except as otherwise specifically provided for herein or in any other Order of the Bankruptcy Court, any and all Liens securing Claims shall be deemed released, and the Holder of such Claim shall release any collateral or other property of the Debtors and to take such actions as may be requested by the Liquidating Trustee, to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases as may be requested by the Liquidating Trustee

2.15 **Interest**

Unless otherwise specifically provided for in the Plan or by order of the Bankruptcy Court, postpetition interest shall not accrue or be paid on Claims, and no holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim or right. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with respect to

the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

ARTICLE 3. **FEASIBILITY OF PLAN**

The Bankruptcy Court must find that confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtors or any successor to the Debtors, unless such liquidation or reorganization is proposed in the Plan.

3.1 Ability to Initially Fund Plan

Due to the closing of the sale, the Debtors believe they will have enough cash on hand on the Effective Date of the Plan to pay all the Claims and expenses that are entitled to be paid on that date. Tables showing the amount of cash on hand on the Effective Date of the Plan, and the sources of that cash, are attached hereto as **Exhibit B**.

You Should Consult with Your Accountant or other Financial Advisor If You Have Any Questions Pertaining to These Projections.

ARTICLE 4. **PLAN SETTLEMENT AND GENERAL SETTLEMENT OF CLAIMS AND INTERESTS**

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, the Plan incorporates several compromises and settlements (the “Plan Settlements”) of several debtor-creditor issues designed to achieve an economic resolution of Claims against the Debtors and an efficient resolution of these Chapter 11 Cases. There are no proposed Plan Settlements at this time, however, to the extent that the Debtors are able to reach agreement with creditors on certain issues before Confirmation, the Debtors will make appropriate disclosure to the Court and parties in interest, in accordance with processes established by the Bankruptcy Code and Bankruptcy Rules. In that event, the Confirmation Order will serve to, among other things, approve the Plan Settlements under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and will contain findings that the compromises and settlements under the Plan Settlements are in the best interests of the Debtors, their estates, their creditors, and other parties- in-interest, and are fair, equitable, and well within the range of reasonableness and otherwise satisfy the requirements of Bankruptcy Rule 9019.

ARTICLE 5. **LIQUIDATION ANALYSIS**

To confirm the Plan, the Bankruptcy Court must find that all Creditors and Equity Interest holders who do not accept the Plan will receive at least as much under the Plan as such Claimants and Equity Interest holders would receive in a chapter 7 liquidation. A liquidation analysis is attached hereto as **Exhibit C**.

ARTICLE 6.
NO DISCHARGE OF DEBTORS

In accordance with section 1141(d)(3) of the Bankruptcy Code, the Debtors will not receive any discharge of debt in these bankruptcy cases.

ARTICLE 7.
GENERAL PROVISIONS

7.1 Title to Assets

If a plan is confirmed under section 1191(a) of the Bankruptcy Code, except as otherwise provided in the Plan or in the order confirming the Plan, (i) confirmation of the Plan vests all of the property of the estate in the Debtors, and (ii) after confirmation of the Plan, the property dealt with by the Plan is free and clear of all Claims and Equity Interests of Creditors, equity security holders, and of general partners in the Debtors.

If a plan is confirmed under section 1191(b) of the Bankruptcy Code, property of the estate includes, in addition to the property specified in section 541 of the Bankruptcy Code, all property of the kind specified in that section that the Debtors acquire, as well as earnings from services performed by the Debtors, after the date of commencement of the case but before the case is closed, dismissed, or converted to a case under chapter 7, 12, or 13 of the Bankruptcy Code, whichever occurs first. Except as provided in section 1185 of the Bankruptcy Code, the Plan, or the order confirming the Plan, the Debtors shall remain in possession of all property of the estate.

7.2 Binding Effect

If the Plan is confirmed, the provisions of the Plan will bind the Debtors and all Creditors, whether or not they accept the Plan. The rights and obligations of any entity named or referred to in this Plan will be binding upon, and will inure to the benefit of, the successors or assigns of such entity.

7.3 Corporate Action

Upon the Effective Date, all actions contemplated under the Plan, regardless of whether taken before, on, or after the Effective Date, shall be deemed authorized and approved in all respects (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan or deemed necessary or desirable by the Debtors before, on, or after the Effective Date involving any corporate action required by the Debtors in connection with the Plan or corporate structure of the Debtors, shall be deemed to have occurred and shall be in effect on the Effective Date, without any requirement of further action by the holders of Equity Interests, directors, managers, or officers of the Debtors. The appropriate officers of the Debtors shall be authorized to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Debtors. On the Effective Date, the Liquidating Trustee shall be authorized and directed to issue, execute, and deliver the agreements, documents, securities and instruments contemplated by the Plan (or necessary or desirable to effect the transactions

contemplated by the Plan) in the name of and on behalf of the Debtors and the Estates, including any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this section 7.3 shall be effective notwithstanding any requirements under non-bankruptcy law.

7.4 Preservation of Causes of Action

Unless any Cause of Action against any person or entity is expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan, in accordance with section 1123(b) of the Bankruptcy Code, all rights to commence, prosecute, or settle, as appropriate, any and all Causes of Action of the Debtors are expressly reserved. The Liquidating Trustee may pursue or decline to pursue Causes of Action in the business judgment of the Liquidating Trustee and may settle, release, sell, assign, otherwise transfer or compromise such Causes of Action in the business judgment of the Liquidating Trustee without Bankruptcy Court approval. No person or entity may rely on the absence of as specific reference in the Plan or Disclosure Statement to any Cause of Action against them as any indication that the Liquidating Trustee will not pursue any and all available Causes of Action against them.

7.5 Setoffs

Except as otherwise expressly provided for herein, each Debtor and the Liquidating trustee pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law, or as may be agreed to by the holder of a Claim, may set off against any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), any Claims, rights, and Causes of Action of any nature that such Debtor may hold against the holder of such Allowed Claim. In no event shall any holder of Claims be entitled to set off any Claim against any Claim, right, or Cause of Action of the Debtor, unless such holder has filed a motion with the Bankruptcy Court requesting the authority to perform such setoff on or before the Confirmation Date, and notwithstanding any indication in any proof of claim or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 or otherwise.

7.6 Indemnification Obligations

All indemnification obligations in place as of the Effective Date (whether in the by-laws, certificates of incorporation or formation, limited liability company agreements, other organizational or formation documents, board resolutions, indemnification agreements, employment contracts, or otherwise) for the post-petition directors, officers, trustees, managers, employees, attorneys, accountants, investment bankers, and other professionals of the Debtors, as applicable, shall be assumed and remain in full force and effect after the Effective Date, and shall not be modified, reduced, discharged, impaired, or otherwise affected in any way, and shall survive unimpaired and unaffected, irrespective of when such obligation arose.

7.7 Director and Officer Liability Insurance

To the extent that the D&O Liability Insurance Policies are considered to be executory contracts, notwithstanding anything in the Plan to the contrary, effective as of the Effective Date,

the Debtors shall be deemed to have assumed all D&O Liability Insurance Policies with respect to the Debtors' and each of its or their, directors, members, managers, officers, and employees serving on or before the Petition Date pursuant to section 365(a) of the Bankruptcy Code, and coverage for defense and indemnity under any of the D&O Liability Insurance Policies shall remain available to all individuals within the definition of "Insured" in any of the D&O Liability Insurance Policies. Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Debtors' foregoing assumption of each of the unexpired D&O Liability Insurance Policies. Notwithstanding anything to the contrary contained herein, Confirmation of the Plan shall not discharge, impair, or otherwise modify any indemnity obligations assumed by the foregoing assumption of the D&O Liability Insurance Policies, and each such indemnity obligation will be deemed and treated as an executory contract that has been assumed by the Debtors under the Plan as to which no proof of claim need be filed.

7.8 Exculpation

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the Disclosure Statement, the Plan, the Sale Transaction, the Stalking Horse APA, or any Plan Document, contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of consummation of the Plan, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a final order to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such persons and entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon closing of the Chapter 11 Cases or the Effective Date shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

7.9 Injunction

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR CONFIRMATION ORDER, ALL PERSONS AND ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, CAUSES OF ACTION, OR LIABILITIES THAT: (1) ARE SUBJECT TO COMPROMISE, SETTLEMENT OR DISTRIBUTION PURSUANT TO THE TERMS OF THE PLAN; (2) ARE SUBJECT TO EXCULPATION PURSUANT TO SECTION [7.8]; OR (3) ARE OTHERWISE STAYED OR TERMINATED PURSUANT TO THE TERMS OF THE PLAN, ARE PERMANENTLY ENJOINED AND PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM: (A) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER; (C) CREATING,

PERFECTING OR ENFORCING ANY LIEN, CLAIM, OR ENCUMBRANCE OF ANY KIND; (D) ASSERTING ANY RIGHT OF SETOFF, SUBROGATION, OR RECOUPMENT OF ANY KIND, PROVIDED HOWEVER, THAT ANY RIGHTS OF SETOFF ARE PRESERVED AND MAY BE ASSERTED SOLELY FOR DEFENSIVE PURPOSES ONLY; AND (E) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND THAT DOES NOT COMPLY WITH OR IS INCONSISTENT WITH THE PROVISIONS OF THE PLAN OR CONFIRMATION ORDER. UPON THE ENTRY OF THE CONFIRMATION ORDER, ALL HOLDERS OF CLAIMS AND PARTIES IN INTEREST SHALL BE ENJOINED FROM TAKING ANY ACTIONS TO INTERFERE WITH THE IMPLEMENTATION OR CONSUMMATION OF THE PLAN OR IN ANY MANNER WITH ANY PROPERTY TO BE DISTRIBUTED PURSUANT TO THE PLAN.

7.10 Exemption from Certain Taxes and Fees

Pursuant to section 1146 of the Bankruptcy Code, any transfers of property under this Plan, including any issuance, transfer or exchange of any security, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, sale or use tax, mortgage recording tax, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents pursuant to such transfers of property without the payment of any such tax, recordation fee, or governmental assessment.

7.11 Severability

If any provision in this Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of this Plan.

7.12 Retention of Jurisdiction by the Bankruptcy Court

The Bankruptcy Court shall retain jurisdiction of these cases with regard to the following matters: (i) to make such orders as are necessary or appropriate to implement the provisions of this Plan and to resolve any disputes arising from implementation of the Plan; (ii) to rule on any modification of the Plan proposed under section 1193 of the Bankruptcy Code; (iii) to hear and allow all applications for compensation to professionals and other Administrative Expenses; (iv) to resolve all issues regarding Claims objections, and issues arising from the assumption/rejection of executory contracts or unexpired leases; and (v) to adjudicate any Cause of Action which may exist in favor of the Debtors, including Causes of Action arising under Chapter 5 of the Bankruptcy Code.

7.13 Captions

The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan.

7.14 Modification of Plan

The Debtors may modify the Plan at any time before confirmation of the Plan pursuant to section 1193(a) of the Bankruptcy Code. However, the Bankruptcy Court may require additional items including further voting on the Plan.

If the Plan is confirmed pursuant to section 1191(a) of the Bankruptcy Code, the Debtors may also seek to modify the Plan at any time after confirmation only if (1) the Plan has not been substantially consummated and (2) the Bankruptcy Court authorizes the proposed modifications after notice and a hearing.

If the Plan is confirmed pursuant to section 1191(b) of the Bankruptcy Code, the Debtors may seek to modify the Plan at any time only if (1) it is within 3 years of the Confirmation Date, or such longer time not to exceed 5 years, as fixed by the court and (2) the Bankruptcy Court authorizes the proposed modifications after notice and a hearing.

7.15 Terms of Injunctions and Stays

Unless otherwise provided in the Plan or Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions contained in the Plan or Confirmation Order shall remain in full force and effect in accordance with their terms.

7.16 Windup and Closing of Chapter 11 Cases

Once (a) the Plan has been fully administered, (b) all Disputed Claims have been resolved, (c) all Causes of Action have been resolved, and (d) all Liquidating Trust Assets have been reduced to Cash or abandoned, the Liquidating Trustee shall effect a final distribution of all remaining Liquidating Trust Assets (after payment of all Plan Expenses and after reserving sufficient Cash to pay all unpaid expenses of administration of the Plan and all expenses reasonably expected to be incurred in connection with the final distribution) to Holders of Allowed Claims in accordance with the Plan.

7.17 Final Decree

Once the estate has been fully administered as set forth above, as provided in Rule 3022 of the Federal Rules of Bankruptcy Procedure, the Debtors, or such other party as the Bankruptcy Court shall designate in the Plan Confirmation Order, shall file a motion with the Bankruptcy Court to obtain a final decree to close the case. Alternatively, the Bankruptcy Court may enter such a final decree on its own motion.

7.18 Dissolution

Upon final Distribution to holders of Allowed Claims against the Debtors, the Debtors shall be deemed dissolved under state law without further action by the Liquidating Trustee and without

any further notice or action, order, or approval of the Bankruptcy Court or any other entity except as otherwise provide for in the Plan.

ARTICLE 8.

FREQUENTLY ASKED QUESTIONS

What Are the Debtors Attempting to Do in Chapter 11? Chapter 11 is the principal reorganization chapter of the Bankruptcy Code. Under chapter 11, a debtor attempts to restructure the claims held against it. Formulation and confirmation of a plan of reorganization is the primary goal of chapter 11. When reorganization is not feasible, however, a debtor may propose a liquidating plan under chapter 11. The plan is the legal document which sets forth the manner and the means by which holders of claims against a debtor will be treated.

If the Plan of Liquidation Is the Document That Governs How a Claim Will Be Treated, Why Am I Receiving This Plan and Disclosure Statement? In order to confirm a plan of liquidation, the Bankruptcy Code requires that a debtor solicit acceptances of a proposed plan, which it is doing with this Plan. If the creditors are satisfied with the information provided in the Plan and the terms of the Plan as proposed, and have voted for the Plan and returned the requisite number of ballots to counsel for the Debtors, the Bankruptcy Court may confirm the Plan as proposed by the Debtors.

How Do I Determine Which Class I Am In? To determine the class of your claim or interest, you must first determine whether your claim is secured or unsecured. Your claim is secured if you have a validly perfected security interest in collateral owned by the Debtors. If you do not have any collateral, your claim is unsecured. The Table of Contents will direct you to the treatment provided to the class in which you are grouped. The pertinent section of the Plan dealing with that class will explain, among other things, who is in that class, what is the size of the class, what you will receive if the Plan is confirmed, and when you will receive what the Plan has provided for you if the Plan is confirmed.

Why Is Confirmation of a Plan of Liquidation Important? Confirmation of the Plan is necessary because if the Plan is confirmed, the Debtors and all of its creditors are bound by the terms of the Plan.

What Is Necessary to Confirm a Plan of Liquidation? Confirmation of the Plan requires, among other things, votes in favor of the Plan aggregating two-thirds in total dollar amount, *and* a majority in number of claims actually voting in each voting class. If the vote is insufficient, the Bankruptcy Court can still confirm the Plan, but only if certain additional elements regarding the ultimate fairness of the Plan to the creditors are shown.

How Do I Determine Whether I Am in an Impaired Class and Entitled To Vote? Section 2 of the Plan identifies the classes of creditors whose claims are impaired and entitled to vote.

When Is the Deadline by Which I Need to Return My Ballot? The Plan is being distributed to all claim holders for their review, consideration and approval. The deadline by which ballots must be returned is May 3, 2022.

ARTICLE 9.

DEFINITIONS

9.1 The definitions and rules of construction set forth in sections 101 and 102 of the Bankruptcy Code shall apply when terms defined or construed in the Code are used in this Plan. The definitions that follow that are found in the Bankruptcy Code are for convenience of reference only, and are superseded by the definitions found in the Bankruptcy Code.

9.2 **Administrative Claimant:** Any person entitled to payment of an Administration Expense.

9.3 **Administrative Expense:** Any cost or expense of administration of the Chapter 11 Cases entitled to priority under section 507(a)(2) of the Bankruptcy Code and allowed under section 503(b) of the Bankruptcy Code, including without limitation, any actual and necessary expenses of preserving the Debtors' estate, any actual and necessary expenses incurred following the filing of the bankruptcy petition by the Debtors-in-Possession, allowances of compensation or reimbursement of expenses to the extent allowed by the Bankruptcy Court under the Bankruptcy Code, and any fees or charges assessed against any of the Debtors' estates under Title 28, United States Code, Chapter 123.

9.4 **Allowed Claim:** Any Claim against the Debtors pursuant to section 502 of the Bankruptcy Code to the extent that: (a) a Proof of Claim was either timely filed or was filed late with leave of the Bankruptcy Court or without objection by the Debtors, and (b) as to which either (i) a party in interest, including the Debtors, does not timely file an objection, or (ii) is allowed by a Final Order.

9.5 **Allowed Priority Tax Claim:** A Priority Tax Claim to the extent that it is or has become an Allowed Claim, which in any event shall be reduced by the amount of any offsets, credits, or refunds to which the Debtors or Debtors-in-Possession shall be entitled on the Confirmation Date.

9.6 **Allowed Secured Claim:** Allowed Secured Claims are Claims secured by property of the Debtors' Estate (or that are subject to setoff) to the extent allowed as secured claims under section 506 of the Bankruptcy Code

9.7 **Allowed Unsecured Claim:** An Unsecured Claim to the extent it is, or has become, an Allowed Claim, which in any event shall be reduced by the amount of any offsets, credits, or refunds to which the Debtors or Debtors-in-Possession shall be entitled on the Confirmation Date.

9.8 **Assets:** All tangible and intangible assets of every kind and nature of the Debtors and the Estates, including Cash, Causes of Action and all proceeds thereof.

9.9 **Bankruptcy Code or Code:** The Bankruptcy Reform Act of 1978, as amended and codified as Title 11, United States Code.

9.10 **Bankruptcy Court:** The United States Bankruptcy Court for the District of New Jersey.

9.11 **Bankruptcy Rules:** The Federal Rules of Bankruptcy Procedure.

9.12 **Buyer:** Acuitive Corporation or its assignee pursuant to Section 10.4 of the Stalking Horse APA.

9.13 **Cash:** Cash, cash equivalents and other readily marketable securities or instruments issued by a person other than the Debtors, including, without limitation, readily marketable direct obligations of the United States of America, certificates of deposit issued by banks and commercial paper of any entity, including interest accrued or earned thereon.

9.14 **Causes of Action:** Any and all claims, causes of action and enforceable rights of a person against third parties, or assertable by a person or on behalf of its creditors, its estate, or itself, whether brought in the Bankruptcy Court or any other forum for recovery or avoidance, that have not been settled or resolved as of the Effective Date, including: (a) obligations, transfers of property or interests in property, offsets, debt forgiveness, Cash, and other types or kinds of property or interests in property or the value thereof, recoverable or avoidable pursuant to Chapter 5 of the Bankruptcy Code or other sections of the Bankruptcy Code or any applicable law; (b) damages, whether general or statutory or exemplary, or other relief, including but not limited to actions relating to or based upon (i) indebtedness owing to a person, (ii) fraud, negligence, gross negligence, willful injury or misconduct, acts or malice, or any other tort actions, including but not limited to defamation, malicious prosecution, or tortious interference with contract, (iii) breaches of contract, (iv) violations of federal or state securities laws, (v) violations of applicable corporate, limited liability company, or partnership laws, (vi) breaches of fiduciary or agency duties, including, but not limited to, the duties of care or loyalty, (vii) recharacterization, (viii) illegal dividends, (ix) misrepresentations, (x) disregard of the corporate form or piercing the corporate veil or other enterprise liability theories, (xi) corporate waste, (xii) corporate opportunity, (xiii) any theory of recovery against a lending institution not otherwise released by this Plan, including any action or any action causing harm to a person, (xiv) equitable or legal subordination, (xv) indemnity rights against third parties, or (xvi) any other action listed in Bankruptcy Rule 7001; and (c) damages or other relief based upon any other claim of a person to the extent not specifically compromised or released pursuant to this Plan.

9.15 **Chapter 11 Cases:** These cases under chapter 11 of the Bankruptcy Code in which Alliant Technologies, L.L.C., Technology Keiretsu, LLC, AlliantWare, L.L.C., and Red Forge LLC are the Debtors-in-Possession.

9.16 **Claim:** Any “right to payment from the Debtors whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or any right to an equitable remedy for future performance if such breach gives rise to a right of payment from the Debtors, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, disputed, undisputed, secured or unsecured,” as defined in section 101(5) of the Bankruptcy Code.

9.17 **Claimant:** The holder of a Claim.

9.18 **Class:** A category of holders of Claims or Equity Interests which are substantially similar to the other claims or interests in such class.

9.19 **Confirmation:** The entry by the Bankruptcy Court of an order confirming this Combined Plan and Disclosure Statement.

9.20 **Confirmation Date:** The Date upon which the Bankruptcy Court shall enter the Confirmation Order; provided however, that if on motion the Confirmation Order or consummation of the Plan is stayed pending appeal, then the Confirmation Date shall be the entry of the Final Order vacating such stay or the date on which such stay expires and is no longer in effect.

9.21 **Confirmation Hearing:** The hearing to be held on May 10, 2022 at 10:00 a.m. (ET) to consider confirmation of the Plan.

9.22 **Confirmation Order:** An order of the Bankruptcy Court or any amendment thereto confirming the Plan in accordance with the provisions of chapter 11 of the Bankruptcy Code.

9.23 **Creditor:** Any person or entity who has a Claim against the Debtors that arose on or before the Petition Date.

9.24 **D&O Liability Insurance Policies:** All insurance policies (including any “tail policy”) of any of the Debtors for liability of any current or former directors, managers, officers, and members.

9.25 **Debtors and Debtors-in-Possession:** Alliant Technologies, L.L.C., Technology Keiretsu, LLC, AlliantWare, L.L.C., and Red Forge LLC, the debtors-in-possession in these Chapter 11 Cases.

9.26 **Debtor Parties:** The Debtors and their respective successors and assigns and current officers, directors, trustees, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals in their capacity as such.

9.27 **Disputed Claim:** Any Claim against the Debtors pursuant to section 502 of the Bankruptcy Code that the Debtors have in any way objected to, challenged or otherwise disputed.

9.28 **Distributions:** The property required by the Plan to be distributed to the holders of Allowed Claims.

9.29 **Effective Date:** The date upon which the Confirmation Order is final and the Liquidating Trust Agreement is executed by the Liquidating Trustee and Debtors.

9.30 **Employee Retention Credit:** Employee retention credit pursuant to the Coronavirus Aid, Relief and Economic Security (CARES) Act enacted in April 2020 and extended under the American Rescue Plan Act of 2021 in the approximate amount of \$520,000 related to the first quarter of 2021; timing of receipt of the Employee Retention Credit is unknown.

9.31 **Equity Interest:** An ownership interest in the Debtors.

9.32 **Estate:** The estate created in each Debtor's chapter 11 bankruptcy case containing all property and other interests of the applicable Debtor pursuant to Bankruptcy Code section 541.

9.33 **Exculpated Party:** Each of the following in its capacity as such: (a) the Debtors, and (b) the Subchapter V Trustee, and (c) with respect to each of the foregoing entities and persons in clauses (a) and (b), their successors and assigns and current officers, directors, trustees, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals.

9.34 **Executory Contracts:** All unexpired leases and executory contracts as described in section 365 of the Bankruptcy Code.

9.35 **Final Order:** An order or judgment of the Bankruptcy Court that has not been reversed, stayed, modified or amended and as to which (a) any appeal that has been taken has been finally determined or dismissed, or (b) the time for appeal has expired and no notice of appeal has been filed.

9.36 **Intercompany Claim:** A Claim held by a Debtor against another Debtor.

9.37 **IRC:** The Internal Revenue Code.

9.38 **Lien:** A charge against or interest in property to secure payment of a debt or performance of an obligation as defined in section 101(37) of the Bankruptcy Code.

9.39 **Liquidating Trust:** The liquidating trust established on the Effective Date pursuant to Section 2.8 of this Plan.

9.40 **Liquidating Trust Agreement:** The agreement to be executed as of the Effective Date establishing the Liquidating Trust pursuant to this Plan.

9.41 **Liquidating Trust Assets:** All Remaining Assets of the Debtors and the Estates as of the Effective Date, including Cash on hand, pre-closing accounts receivables, the Causes of Action, and all of the Debtors' and Debtors' Estates rights under the Stalking Horse APA. For the avoidance of doubt, Liquidating Trust Assets do not include any of the assets conveyed to Buyer under the Sale Order.

9.42 **Liquidating Trustee:** Allen Wilen, or such other person designated pursuant to the Liquidating Trust Agreement.

9.43 **Other Secured Claims:** All secured Claims filed against any of the Debtors other than the Claim by Valley Bank on account of the Valley Bank Indebtedness.

9.44 **Petition Date:** December 21, 2021, the date the chapter 11 petitions for relief were filed.

9.45 **Plan:** This Plan and Disclosure Statement, either in its present form or as it may be altered, amended, or modified from time to time.

9.46 **Plan Documents:** All documents, forms of documents, schedules, and exhibits to this Plan to be executed, delivered, assumed, or performed in conjunction with consummation of this Plan on the Effective Date.

9.47 **Plan Expenses:** All actual and necessary fees, costs, expenses, and obligations incurred by or owed to the Liquidating Trustee and its agents, employees, attorneys, advisors, and other professionals in administering this Plan and the Liquidating Trust, including (a) reasonable compensation for services rendered and reimbursement for actual and necessary expenses incurred by the Liquidating Trustee and its agents, employees, and professionals after the Effective Date through and including the date upon which the Bankruptcy Court enters a final decree closing the Chapter 11 Cases, and (b) all fees payable hereunder.

9.48 **Plan Supplement:** The compilation of all Plan Documents to be entered into as of the Effective Date which will be filed with the Bankruptcy Court not later than ten (14) calendar days prior to the Confirmation Hearing.

9.49 **Priority Tax Claim:** Any Claim entitled to priority in payment under section 507(a)(8) of the Bankruptcy Code.

9.50 **Remaining Assets:** All Assets not conveyed under the Sale Order.

9.51 **Rescue Investors:** NSG IV Unblocked AIV, L.P., NSG IV Subsidiary AIV, L.P., and the other investors listed in that certain Convertible Note Purchase Agreement dated September 30, 2020.

9.52 **Sale Order:** The Order (I) *Authorizing the Sale of Substantially All of Certain Debtors' Assets Free and Clear of All Claims, Liens, Rights, Interests, and Encumbrances;* (II) *Approving the Stalking Horse APA;* and (III) *Authorizing the Certain Debtors to Assume and Assign Certain Executory Contracts and Unexpired Leases* entered by the Bankruptcy Court on February 24, 2022, Docket Number 158.

9.53 **Sale Transaction:** The sale of the Debtors' assets to Buyer in accordance with the Stalking Horse APA.

9.54 **Schedules:** Schedules and Statement of Financial Affairs, as amended, filed by the Debtors with the Bankruptcy Court listing liabilities and assets.

9.55 **Secured Creditor:** Any creditor that holds a Claim that is secured by property of the Debtors.

9.56 **Stalking Horse APA:** The Asset Purchase Agreement dated as of December 20, 2021, between Buyer and Debtors Alliant Technologies, L.L.C., AlliantWare, L.L.C. and Red Forge LLC.

9.57 **Subchapter V Trustee:** Joseph L. Schwartz, Esq., the individual appointed as Subchapter V trustee by the United States Trustee's Office pursuant to the *Notice of Appointment of Subchapter V Trustee* [ECF No. 20].

9.58 **Subordinated Rescue Investor Notes:** Unsecured subordinated convertible promissory notes in a maximum principal amount of \$6,000,000 with a maturity date of January 31, 2022 issued by Technology Keiretsu to the Rescue Investors in connection with such investment.

9.59 **Unsecured Creditor:** Any Creditor that holds a Claim in the Chapter 11 case which is not a secured Claim.

9.60 **Valley Bank Indebtedness:** Debt in the approximate amount of \$2,443,157.14 as of February 28, 2022 owed to Valley Bank by Debtor Alliant Technologies, L.L.C. and guaranteed by Debtors Technology Keiretsu, LLC, Alliant Ware L.L.C, and non-debtors Alliant-Cay, LLC and ICS Cabling, LLC pursuant to that written agreement dated May 9, 2016, secured by liens in substantially all personal property of Alliant Technologies.

Respectfully submitted,

Dated: March 21, 2022

FAEGRE DRINKER BIDDLE & REATH LLP

/s/ Michael P. Pompeo

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*Counsel to the Debtors
and Debtors in Possession*

EXHIBIT A

Claims Summary

Alliant Technologies, L.L.C. (d/b/a TenFour)

Summary of Claims from Register

Classification	ALLIANT TECHNOLOGIES, L.L.C. (D/B/A TENFOUR)	RED FORGE LLC	TECHNOLOGY KEIRETSU, LLC	ALLIANTWARE, L.L.C.	Total
A. Secured Claims ¹	380,753.78	-	15,145.47	-	\$ 395,899.25
B. Priority Unsecured Claims - Tax	1,917.48	-	-	-	\$ 1,917.48
B. Priority Unsecured Claims - Employee / Other ²	90,260.00	13,650.00	40,950.00	-	\$ 144,860.00
C. General Unsecured Claims ¹	2,663,053.17	59,050.00	13,269,059.63	680,063.00	\$ 16,671,225.80
D. Equity Interest Holders	-	-	-	-	\$ -
E. Intercompany Claims	10,012,143.66	-	-	2,666,432.77	\$ 12,678,576.43
Total Claims	\$ 13,148,128.09	\$ 72,700.00	\$ 13,325,155.10	\$ 3,346,495.77	\$ 29,892,478.96

1 - Secured and General Unsecured Claims excludes claim amounts scheduled or filed by creditors with contracts that were assumed, assigned and cured as part of the Sale Order.

2 - The 'Priority Unsecured Claims - Employee / Other' are duplicate claims that were filed by employees against both Alliant Technologies, LLC and Red Forge LLC or Technology Keiretsu, LLC

EXHIBIT B

Distribution Analysis

Alliant Technologies (d/b/a TenFour)

Distribution Analysis¹

	Amount (\$)
Sales Proceeds	
Cash Purchase Price ²	3,250,000
Less: Secured Debt Payoff ³	(2,463,630)
Plus: Year 1 Contingent Payment ⁴	500,000
Plus: Year 2 Contingent Payment ⁴	500,000
Net of Sales Proceeds	1,786,370
Other Sources of Cash	
Cash ⁵	1,336,518
Net A/R ⁶	1,527,896
ERC Credit ⁷	520,000
NWC Adjustments ⁸	67,924
Total Cash	3,452,338
Total Cash Available for Distributed	\$ 5,238,708
Estimated Administrative Expenses	
Operating Expenses ⁹	1,575,178
Transfer Tax Reserve ¹⁰	60,000
D&O Insurance ¹¹	137,375
Bankruptcy Professionals ¹²	
Faegre Drinker Biddle & Reath LLP	585,000
Eisner Advisory Group, LLC	140,000
Stout	525,000
Donlin	130,000
Subchapter V Trustee	25,000
Total Administrative Claims	\$ 3,177,553
Estimated Winddown Expenses and Liquidating Trustee¹³	\$ 450,000
Remaining Cash Available without Contingent Earnouts	611,156
Less: KEIP Payment ¹⁴	-
Cash Available after KEIP Payment	\$ 611,156
Remaining Cash Available with Year 1 Contingent Payment	1,111,156
Less: KEIP Payment ¹⁴	(52,698)
Cash Available after KEIP Payment	\$ 1,058,458
Remaining Cash Available with Year 1 and 2 Contingent Payments	1,611,156
Less: KEIP Payment ¹⁴	(108,948)
Cash Available after KEIP Payment	\$ 1,502,208

Footnotes:

1 - The Distribution Analysis is as of March 14, 2022.

2 - Per the Sale Order, the total amount includes the total cash purchase price.

3 - Secured Debt Payoff includes the total amount owed to Valley National Bank for the principal loan, interest, late charges and attorney fees.

4 - Contingent payments are based upon a base earnout payment of \$500,000. The base earnout is contingent upon recurring revenue billings of at least \$18 million, plus 9.25% of recurring revenue billings in excess of \$18 million during the year. Contingent payment amounts shown above assume average recurring monthly billings of \$1.8 million.

5 - Cash balance as of March 14, 2022 excludes net proceeds from Sale because the net cash from the sale is included separately in the sales proceeds section.

6 - Net A/R at Closing is based on billed amounts Accounts Receivable report less uncollectible amounts from certain customers. Net A/R includes actual cash collected from March 1 - 14, 2022 plus 95% of the outstanding Accounts Receivable.

7 - Outstanding Employee Retention Credit (ERC) from Q1 2021. The ERC is expected to be collected prior to the Effective Date.

8 - Net Working Capital Adjustments is based on estimated reimbursement of operating expenses.

9 - Estimated Operating Expenses includes all accrued administrative expenses and any postpetition accounts payable.

10 - Transfer taxes is an estimate based on the purchase price.

11 - Reserve for the D&O Insurance tail.

12 - Amounts for Professional Fees includes a blend of actual fees and expenses incurred through February 28, 2022 plus an estimate for the remainder of the case.

13 - Estimate for Winddown expenses includes reserve for filing tax returns, potential litigation, liquidating trustee and other winddown expenses.

Alliant Technologies (d/b/a TenFour)

Distribution Analysis

Claims Class	Estimated Claims					Total Distributions	Total Recovery %
	Alliant Technologies (d/b/a TenFour)	Red Forge, LLC	Technology Keiretsu, LLC	AlliantWare, LLC	Total		
Waterfall of Distributions without Contingent Earnouts							
Secured Claims	380,753.78	-	15,145.47	-	395,899.25	395,899.25	100.0%
Priority Unsecured Claims	92,231.48	13,650.00	40,950.00	-	146,831.48	146,831.48	100.0%
General Unsecured Claims	2,663,053.17	59,050.00	13,269,059.63	680,063.00	16,671,225.80	68,424.87	0.4%
Total	3,136,038.43	72,700.00	13,325,155.10	680,063.00	17,213,956.53	611,155.60	3.6%
Waterfall of Distributions with Year 1 Contingent Payment							
Secured Claims	380,753.78	-	15,145.47	-	395,899.25	395,899.25	100.0%
Priority Unsecured Claims	92,231.48	13,650.00	40,950.00	-	146,831.48	146,831.48	100.0%
General Unsecured Claims	2,663,053.17	59,050.00	13,269,059.63	680,063.00	16,671,225.80	515,727.07	3.1%
Total	3,136,038.43	72,700.00	13,325,155.10	680,063.00	17,213,956.53	1,058,457.80	6.1%
Waterfall of Distributions with Year 1 and 2 Contingent Payments							
Secured Claims	380,753.78	-	15,145.47	-	395,899.25	395,899.25	100.0%
Priority Unsecured Claims	92,231.48	13,650.00	40,950.00	-	146,831.48	146,831.48	100.0%
General Unsecured Claims	2,663,053.17	59,050.00	13,269,059.63	680,063.00	16,671,225.80	959,477.07	5.8%
Total	3,136,038.43	72,700.00	13,325,155.10	680,063.00	17,213,956.53	1,502,207.80	8.7%

EXHIBIT C

Liquidation Analysis

Alliant Technologies, LLC (d/b/a TenFour)

LIQUIDATION ANALYSIS						
	Notes	Amount	Estimated Recovery (%)	Recovery (\$)		
				No Earnout	Yr 1 Earnout	Yr 2 Earnout
Assets						
Cash	1	\$1,392,156	100%	1,392,156 -	1,392,156 -	1,392,156
Accounts Receivable	2	-	95%	- -	- -	-
ERC Receivable	3	-	100%	- -	- -	-
Earnout - Year 1	4	500,000	100%	- -	500,000 -	500,000
Earnout - Year 2	4	500,000	100%	- -	- -	500,000
Total Assets		<u>\$2,392,156</u>				
Estimated Liquidation Value				\$1,392,156 -	\$1,892,156 -	\$2,392,156
Less:						
Administrative Operating Expenses	5			(126,000) -	(126,000) -	(126,000)
Bankruptcy Professional Fees	6					
Faegre Drinker Biddle & Reath LLP				(75,000) -	(75,000) -	(75,000)
Eisner Advisory Group, LLC				(65,000) -	(65,000) -	(65,000)
Donlin				(40,000) -	(40,000) -	(40,000)
Subchapter V Trustee				(25,000) -	(25,000) -	(25,000)
KEIP	7			- -	(52,698) -	(108,948)
Liquidating Trustee Fees	8			(75,000) -	(75,000) -	(75,000)
Estimated wind-down expenses	9			(375,000) -	(375,000) -	(375,000)
Proceeds Available for Distribution to Creditors				\$611,156 -	\$1,058,458 -	\$1,502,208
Less:						
Secured Claims				(395,899)	(395,899)	(\$395,899)
\$ Recovery				\$395,899	\$395,899	\$395,899
% Recovery				100%	100%	100%
Priority Unsecured Claims				(146,831)	(146,831)	(\$146,831)
\$ Recovery				\$146,831	\$146,831	\$146,831
% Recovery				100%	100%	100%
Proceeds Available for Distribution to Unsecured Claims				\$68,425	\$515,727	\$959,477

- Note: Preliminary analysis and subject to change.**
- 1. Estimated Cash balance as of projected Effective Date.
 - 2. All outstanding, collectible Accounts Receivable expected to be collected by the Effective Date. There are ongoing disputes with customers the could generate collection of additional receivables.
 - 3. Outstanding Employee Retention Credit (ERC) from Q1 2021. The ERC is expected to be collected prior to the Effective Date.
 - 4. Contingent payments are based upon a base earnout payment of \$500,000. The base earnout is contingent upon recurring revenue billings of at least \$18 million, plus 9.25% of recurring revenue billings in excess of \$18 million during the year. Contingent payment amounts shown above assume average recurring monthly billings of \$1.8 million.
 - 5. Administrative Expenses includes all expenses incurred and paid after the Effective Date.
 - 6. Bankruptcy Professional fees are based on estimates for unpaid April and May Fees & Expenses. Fees and expenses relating to the First Interim Fee Applications are expected to be paid before the Effective Date.
 - 7. KEIP is 11.25% of amounts in excess of \$100,000 available for general unsecured creditors. KEIP is capped at \$112,500.
 - 8. Liquidating Trustee Fees carveout of \$75,000.
 - 9. Estimated reserve for wind-down expenses including potential tax preparation costs and litigation costs.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Michael P. Pompeo

Marita S. Erbeck

Counsel to the Debtors and Debtors in Possession

In re:

ALLIANT TECHNOLOGIES, L.L.C., *et al.*,¹

Debtors.

Chapter 11

Case No. 21-19748 (JKS)

(Jointly Administered)

**NOTICE OF (I) HEARING TO CONSIDER CONFIRMATION OF THE
JOINT DEBTORS COMBINED PLAN OF LIQUIDATION AND DISCLOSURE
STATEMENT AND (II) RELATED VOTING AND OBJECTION DEADLINES**

PLEASE TAKE NOTICE that on March 23, 2022, the United States Bankruptcy Court for the District of New Jersey (the “Court”) entered an order [Docket No. 190] (the “Solicitation Procedures Order”):² (a) approving the solicitation and voting procedures with respect to the proposed *Joint Debtors Combined Plan of Liquidation and Disclosure Statement* [Docket No. 184] (as may be amended, modified, or supplemented from time to time, the “Plan”); (b) approving the solicitation materials and documents to be included in the solicitation packages (the “Solicitation

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor’s federal tax identification are as follows: Alliant Technologies, L.L.C. (7583), Technology Keiretsu, LLC (8793), AlliantWare, L.L.C. (7589), and Red Forge LLC (8662). Until March 7, 2022, the mailing address for the Debtors was 360 Mt. Kemble Avenue, Morristown, New Jersey 07960 (Attn: Mark P. Cantaluppi); the mailing address for the Debtors is now P.O. Box 527, 275 South Avenue, Fanwood, New Jersey 07023 (Attn: Mark P. Cantaluppi).

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Solicitation Procedures Order

Package”); and (c) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE that the hearing at which the Court will consider confirmation of the Plan (the “Confirmation Hearing”) will be held on May 10, 2022 at 10:00 a.m. Eastern Time before the Honorable John K. Sherwood, United States Bankruptcy Judge, via Court Solutions.

PLEASE BE ADVISED: THE CONFIRMATION HEARING MAY BE CONTINUED FROM TIME TO TIME BY THE COURT OR THE DEBTORS WITHOUT FURTHER NOTICE OTHER THAN BY SUCH ADJOURNMENT BEING ANNOUNCED IN OPEN COURT OR BY A NOTICE OF ADJOURNMENT FILED WITH THE COURT AND SERVED ON ALL PARTIES ENTITLED TO NOTICE.

CRITICAL INFORMATION REGARDING VOTING ON THE PLAN

Voting Deadline. The deadline for voting on the Plan is on May 3, 2022 at 4:00 p.m. Eastern Time (the “Voting Deadline”), unless otherwise extended in accordance with the Solicitation Procedures Order. If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan, you must: (a) follow the instructions carefully; (b) complete all of the required information on the Ballot; and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions so that it is actually received by the Debtors’ voting and solicitation agent, Marita S. Erbeck, Esq., Faegre Drinker Biddle & Reath LLP (the “Voting Agent”), on or before the Voting Deadline. A failure to follow such instructions may disqualify your vote. Please be advised that voting on the Plan does not prohibit you from objecting to specific provisions in the Plan in accordance with the procedures set forth below. Please be further advised that, to the extent the Voting Deadline is extended in accordance with the Solicitation Procedures Order, the Debtors shall file a notice of such extension on the Court’s docket.

CRITICAL INFORMATION REGARDING THE PLAN AND OBJECTIONS THERETO

BINDING NATURE OF THE PLAN: IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, HAS FILED A PROOF OF CLAIM IN THE CHAPTER 11 CASES, OR FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

Plan Objection Deadline. The deadline for filing objections to the Plan is May 3, 2022 at 4:00 p.m. Eastern Time (the “Plan Objection Deadline”). All objections to approval and confirmation of the Plan on any grounds, shall be in writing, filed with the Court, with a copy to chambers, and served upon the following (collectively, the “Notice Parties”): (a) counsel to the Debtors, Faegre Drinker Biddle & Reath LLP, 600 Campus Drive, Florham Park, New Jersey 07932 (Attn: Michael P. Pompeo (michael.pompeo@faegredrinker.com) and Marita S. Erbeck

(marita.erbeck@faegredrinker.com); (b) the Office of the United States Trustee for Region 3, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102 (Attn: Peter J. D'Auria); and (c) the Subchapter V Trustee, Joseph Schwartz, Riker Danzig Scherer Hyland & Perretti LLP, Headquarters Plaza, One Speedwell Avenue, Morristown, New Jersey 07962 (jschwartz@RIKER.com), no later than the Plan Objection Deadline.

ADDITIONAL INFORMATION

Obtaining Solicitation Materials. The materials in the Solicitation Package are intended to be self-explanatory. If you should have any questions or if you would like to obtain additional solicitation materials (or paper copies of solicitation materials if you received electronic access to the solicitation materials), you may obtain a copy free of charge on the dedicated webpage of Donlin, Recano & Company, Inc. at <https://www.donlinrecano.com/Clients/atl/Index> or by contacting the Voting Agent, by: (a) calling at 973-549-7076; or (b) emailing marita.erbeck@faegredrinker.com. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <https://www.njb.uscourts.gov/>. Please be advised that the Voting Agent is authorized to answer any questions about, and provide additional copies of, solicitation materials, but may not advise you as to whether you should vote to accept or reject the Plan.

The Plan Supplement. The Debtors will file the Plan Supplement no later than fourteen (14) days before the Confirmation Hearing; provided, however, that the Debtors' right to modify any and all Plan Supplement documents after they are filed is expressly reserved. The Debtors shall serve a notice of the Plan Supplement on the parties served with a Solicitation Package and on all parties requesting notice in these cases pursuant to Bankruptcy Rule 2002. Such notice shall: (a) inform parties that the Debtors filed the Plan Supplement; (b) list the information contained in the Plan Supplement; and (c) explain how parties may obtain copies of the Plan Supplement.

Dated: March 25, 2022

FAEGRE DRINKER BIDDLE & REATH LLP

/s/ Marita S. Erbeck

Michael P. Pompeo

Marita S. Erbeck

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Counsel to the Debtors

and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Michael P. Pompeo

Marita S. Erbeck

Counsel to the Debtors and Debtors in Possession

In re:

ALLIANT TECHNOLOGIES, L.L.C., *et al.*,¹

Debtors.

Chapter 11

Case No. 21-19748 (JKS)

(Jointly Administered)

**CLASS 3 (GENERAL UNSECURED CLAIMS) BALLOT FOR VOTING
TO ACCEPT OR REJECT THE JOINT DEBTORS COMBINED PLAN
OF LIQUIDATION AND DISCLOSURE STATEMENT**

**TO BE COUNTED, YOUR VOTE MUST BE ACTUALLY RECEIVED BY THE VOTING
AGENT BY THE VOTING DEADLINE OF MAY 3, 2022, AT 4:00 P.M. (EASTERN TIME).**

This ballot (the “Ballot”) is being submitted to you by the above-captioned debtors and debtors in possession (collectively, the “Debtors”) to solicit your vote to accept or reject the *Joint Debtors Combined Plan of Liquidation and Disclosure Statement* [Docket No. 184] (as it may be amended, supplemented, or modified from time to time pursuant to the terms thereof, the “Plan”).² Copies of the Plan may be obtained free of charge on the dedicated webpage of Donlin, Recano & Company, Inc. at <https://www.donlinrecano.com/Clients/atl/Index> or upon request to Marita S. Erbeck, Esq., Faegre Drinker

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor’s federal tax identification are as follows: Alliant Technologies, L.L.C. (7583), Technology Keiretsu, LLC (8793), AlliantWare, L.L.C. (7589), and Red Forge LLC (8662). Until March 7, 2022, the mailing address for the Debtors was 360 Mt. Kemble Avenue, Morristown, New Jersey 07960 (Attn: Mark P. Cantaluppi); the mailing address for the Debtors is now P.O. Box 527, 275 South Avenue, Fanwood, New Jersey 07023 (Attn: Mark P. Cantaluppi).

² All capitalized terms used but not otherwise defined herein have the meanings set forth in the Plan.

Biddle & Reath LLP (the “Voting Agent”) by (i) telephone at 973-549-7076 or (ii) email at marita.erbeck@faegredrinker.com.³

The Plan can be confirmed by the Bankruptcy Court and, thereby, made binding on you if it satisfies the applicable requirements of section 1191 of the Bankruptcy Code.

For your vote to count, you must submit your Ballot by completing, executing and submitting this paper Ballot by mail, overnight courier or hand delivery to the following address:

Marita S. Erbeck, Esq.
Faegre Drinker Biddle & Reath LLP
600 Campus Drive
Florham Park, New Jersey 07901

BALLOT INSTRUCTIONS

1. In the boxes provided in Item 2 of the Ballot, indicate either acceptance or rejection of the Plan by checking the appropriate box;
2. Review and sign the acknowledgements in Item 3 of the Ballot. Please be sure to sign and date your Ballot. Your signature is required for your vote to be counted. If you are completing the Ballot on behalf of an entity, indicate your relationship with such entity and the capacity in which you are signing. If the General Unsecured Claim is held by an entity, your Ballot must be executed in the name of an authorized signatory. In addition, please provide your name and mailing address if different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot; and
3. Return your Ballot so it is received by the Voting Agent on or before the Voting Deadline approved by the Bankruptcy Court, May 3, 2022, at 4:00 p.m. (prevailing Eastern Time). If a Ballot is received after the Voting Deadline, it will not be counted (even if postmarked prior to the Voting Deadline), except in the Debtors’ discretion. If neither the “accept” nor “reject” box is checked or if both boxes are checked in Item 2 for an otherwise properly completed, executed, and timely returned Ballot, the Ballot will not be counted for voting purposes. Please be advised that the Voting Deadline may be extended in accordance with the Solicitation Procedures Order. If the Voting Deadline is extended, you will receive notice of such extension.
4. The Ballot does not constitute and will not be deemed a proof of Claim or an assertion of a Claim or Interest.
5. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received properly completed Ballot will supersede any prior received Ballots.
6. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.

³ Copies of the Plan are also available for a fee on the Bankruptcy Court’s website <https://www.njb.uscourts.gov/>.

7. PLEASE RETURN YOUR BALLOT PROMPTLY. THE VOTING AGENT WILL NOT ACCEPT BALLOTS BY FACSIMILE OR E-MAIL.

If you have received a damaged Ballot or have lost your Ballot, or if you have any questions concerning this Ballot or the voting procedures, please contact the Voting Agent by telephone at 973-549-7076 or email at marita.erbeck@faegredrinker.com. Do not contact the Voting Agent or the Bankruptcy Court for legal advice. The Voting Agent and the Bankruptcy Court cannot and will not provide parties with legal advice.

8. THE PLAN CONTAINS INJUNCTION AND EXCULPATION PROVISIONS. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE INJUNCTION AND EXCULPATION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

**CLASS 3 BALLOT TO ACCEPT OR REJECT JOINT DEBTORS
COMBINED PLAN OF LIQUIDATION AND DISCLOSURE STATEMENT**

PLEASE COMPLETE ITEMS 1, 2 AND 3. IF THIS BALLOT IS NOT SIGNED ON THE
APPROPRIATE LINE, THIS BALLOT WILL NOT BE VALID OR TREATED AS CAST

Item 1. Voting Amount. The undersigned certifies that, as of December 21, 2021, the undersigned was a Holder of a Class 3 General Unsecured Claim in the amount set forth below:

Voting Amount (in U.S. Dollars): \$ _____

Item 2. Vote on Plan. The undersigned Holder of the Claim identified in Item 1 hereby votes to (check one box only):

☐ **ACCEPT THE PLAN**

☐ **REJECT THE PLAN**

Item 3. Acknowledgements. By signing this Ballot, the undersigned acknowledges receipt of the instructions on obtaining the Plan and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that an otherwise properly completed, executed, and timely returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted for voting purposes.

DATED: _____

Name of Creditor

Telephone Number

Signature

Email Address

If by Authorized Agent, Name and Title

Telephone Number

Street Address

City, State, Zip Code