

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
)	Chapter 11
CLOVER TECHNOLOGIES GROUP, LLC, <i>et al.</i> , ¹)	
)	Case No. 19-12680 (KBO)
Debtors.)	(Jointly Administered)
)	Re: Docket Nos. 92, 97, 137

**NOTICE OF FILING OF THIRD AMENDED PLAN SUPPLEMENT FOR
THE JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION
OF CLOVER TECHNOLOGIES GROUP, LLC AND ITS DEBTOR AFFILIATES**

Dated: January 29, 2020

PLEASE TAKE NOTICE that on January 8, 2020, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Notice of Filing of Plan Supplement for the Joint Prepackaged Chapter 11 Plan of Reorganization of Clover Technologies Group, LLC and its Debtor Affiliates* [Docket No. 92] (the “Initial Plan Supplement”), with the United States Bankruptcy Court for the District of Delaware.

PLEASE TAKE FURTHER NOTICE THAT on January 14, 2020, the Debtors filed the *Notice of Filing of First Amended Plan Supplement for the Joint Prepackaged Chapter 11 Plan of Reorganization of Clover Technologies Group, LLC and its Debtors Affiliates* [Docket No. 97] (the “First Amended Plan Supplement”).

PLEASE TAKE FURTHER NOTICE THAT on January 21, 2020, the Debtors filed the *Notice of Filing of Second Amended Plan Supplement for the Joint Prepackaged Chapter 11 Plan of Reorganization of Clover Technologies Group, LLC and its Debtors Affiliates* [Docket No. 137] (the “Second Amended Plan Supplement”).

PLEASE TAKE FURTHER NOTICE THAT on January 22, 2020, the Bankruptcy Court entered the *Findings of Fact, Conclusions of Law, and Order Approving the Debtors’ Disclosure Statement for, and Confirming, the Joint Prepackaged Chapter 11 Plan of Reorganization of Clover Technologies Group, LLC and its Debtor Affiliates* [Docket No. 143] (the “Confirmation Order”).

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Clover Technologies Group, LLC (9236); 4L Holdings Corporation (0292); 4L Technologies Inc. (5035); Clover Ithaca Properties, LLC (9236); Refurb Holdings, LLC (1230); Clover Wireless, LLC (0313); and Valu Tech Outsourcing, LLC (3563). The location of the Debtors’ service address in these chapter 11 cases is: 5850 Granite Parkway, Suite 720, Plano, Texas 75024.

PLEASE TAKE FURTHER NOTICE that the Debtors hereby file this amendment to the Initial Plan Supplement (the “Third Amended Plan Supplement” and together with the Initial Plan Supplement, the First Amended Plan Supplement, and the Second Amended Plan Supplement, the “Plan Supplement”) in support of the *Joint Prepackaged Chapter 11 Plan of Reorganization of Clover Technologies Group, LLC and its Debtor Affiliates* [Docket No. 4] (as amended or modified from time to time including all exhibits and supplements thereto, the “Plan”)² filed in these chapter 11 cases on December 17, 2019. The documents contained in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan.

PLEASE TAKE FURTHER NOTICE that the Third Amended Plan Supplement includes the following documents, as may be amended, modified, or supplemented from time to time by the Debtors in accordance with the Plan, as set forth below:

- **Exhibit B** - Exit Facility Credit Agreement
- **Exhibit G** - Restructuring Steps Memorandum
- **Exhibit G-1** - Redline to Version in the Second Amended Plan Supplement

PLEASE TAKE FURTHER NOTICE that certain documents, or portions thereof, contained in this Plan Supplement remain subject to continuing negotiations among the Debtors, the Required Consenting Term Loan Lenders, the Consenting Sponsors, and other interested parties with respect thereto. All parties reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date, or any such other date in accordance with the Plan, the Confirmation Order, or any other order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement or its amendments are subject to certain consent and approval rights to the extent provided in the Plan or the Restructuring Support Agreement.

PLEASE TAKE FURTHER NOTICE that the Plan, the Plan Supplement, and other documents and materials filed in these chapter 11 cases may be obtained at no charge from Stretto, the Debtors’ notice, claims, and solicitation agent in these chapter 11 cases (the “Solicitation Agent”), by (a) accessing the Debtors’ restructuring website at <https://cases.stretto.com/clover>; (b) emailing teamclover@stretto.com and referencing “Clover Technologies Group” in the subject line; (c) calling (855) 923-0996 (domestic toll free) or (949) 341-7245 (international toll), and asking for the Solicitation Group; or (d) writing to the Solicitation Agent at the following address: Clover Technologies Group Ballot Processing, c/o Stretto, 8269 E. 23rd Avenue, Suite 275, Denver, Colorado 80238. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at <http://www.ecf.deb.uscourts.gov>.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Plan.

Dated: January 29, 2020
Wilmington, Delaware

/s/ Michael W. Yurkewicz

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Co-Counsel for the Debtors and Debtors in Possession

Exhibit B

Exit Facility Credit Agreement

Article IV.C.4 of the Plan provides as follows:

To the extent the Debtors obtain an Exit Facility, on and after the Effective Date, the Exit Facility Documents shall constitute legal, valid, and binding obligations of the Reorganized Debtors and be enforceable in accordance with their respective terms. The terms and conditions of the Exit Facility Credit Agreement shall bind Reorganized Clover and each other Entity that enters into such Exit Facility Credit Agreement as a guarantor. Any Entity's entry into the Exit Facility Credit Agreement shall be deemed as its agreement to the terms of such Exit Facility Credit Agreement, as amended or modified from time to time following the Effective Date in accordance with its terms.

On the Effective Date or as soon as reasonably practicable thereafter, the Reorganized Clover Board shall make a determination with respect to entrance into the Exit Facility. For the avoidance of doubt, the terms and conditions of the Exit Facility (including the terms of the Exit Facility Credit Agreement and the Exit Facility Documents) shall be determined by the Reorganized Clover Board and the Required Consenting Term Loan Lenders on or after the Effective Date, and shall be consistent in all respects with the Restructuring Support Agreement.

Exhibit G

Restructuring Steps Memorandum

This **Exhibit G** contains the Restructuring Steps Memorandum. Certain documents, or portions thereof, contained in this **Exhibit G** and the Plan Supplement remain subject to continuing negotiations among the Debtors, the Required Consenting Term Loan Lenders, the Consenting Sponsors, and other interested parties with respect thereto. All parties reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement or its amendments are subject to certain consent and approval rights to the extent provided in the Plan or the Restructuring Support Agreement.

Exhibit G

Restructuring Steps Memorandum

In accordance with the Plan, the steps set forth in this Restructuring Steps Memorandum¹ remain subject to modification until the Effective Date. The parties reserve all rights to amend, revise, or supplement the Plan Supplement, including this Exhibit, subject to the applicable consent rights under the Plan at any time prior to the Effective Date or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

Unless otherwise set forth below, the following steps shall occur in the order set forth below:

1. On the Effective Date, unless the Debtors or Reorganized Debtors take a different action in any relevant books and records, all intercompany claims shall be Reinstated.
2. On the Effective Date, 4L Ultimate Topco contributes the New Common Stock to 4L Topco Corporation, which in turn contributes such New Common Stock to 4L Holdings Corporation, which in turn contributes such New Common Stock to 4L Technologies, Inc., which in turn contributes such New Common Stock to Clover Technologies Group, LLC.
3. On the Effective Date, 4L Holdings Corporation issues the Take-Back Term Loans, which Take-Back Term Loans are guaranteed by 4L Topco Corporation, to 4L Technologies Inc. in exchange for an intercompany claim that will remain outstanding after the Effective Date.
4. Immediately after Step 3 and on the Effective Date, 4L Technologies Inc. contributes such Take-Back Term Loans to Clover Technologies Group, LLC in exchange for an intercompany claim that will remain outstanding after the Effective Date.
5. On the Effective Date: (a) each Holder of a Class 3 Term Loan Secured Claim will receive its Pro Rata share of the New Common Stock, the Take-Back Term Loans, and any Excess Cash in full and final satisfaction, settlement, release, and discharge of and in exchange for each Term Loan Secured Claim; and (b) (i) all Existing Interests in 4L Ultimate Topco shall be cancelled, released, and extinguished, and will be of no further force or effect, and (ii) each Holder of a Class 7 Allowed Existing Equity Interest will receive its Pro Rata share of the New Warrants.

¹ Capitalized terms that are not defined herein shall have the meaning ascribed to them in the Plan or Disclosure Statement, as the case may be.

Exhibit G-1

Redline to Version in the Second Amended Plan Supplement

Exhibit G

Restructuring Steps Memorandum

In accordance with the Plan, the steps set forth in this Restructuring Steps Memorandum¹ remain subject to modification until the Effective Date. The parties reserve all rights to amend, revise, or supplement the Plan Supplement, including this Exhibit, subject to the applicable consent rights under the Plan at any time prior to the Effective Date or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court. ¶

~~The Debtors have not yet determined how the Restructuring Transactions will be structured, whether in whole or in part, and the steps implemented under this Restructuring Steps Memorandum will differ depending upon whether the Debtors implement the Restructuring Transactions as a taxable transaction (“Structure A”) or a recapitalization of the Debtors (“Structure B”).¶~~

~~Structure A: ¶~~

~~If the Debtors elect to implement the Restructuring Transactions as taxable transactions as set forth in this Structure A, unless otherwise set forth below, the following steps shall occur in the order set forth below:¶~~

- ~~1. Prior to the Effective Date: (a) an agent for Holders of Claims shall form a new U.S. entity taxable as a corporation for U.S. federal income tax purposes (“Parent”), (b) Parent shall form a new U.S. entity taxable as a corporation for U.S. federal income tax purposes (“Intermediate Corp.”), and (c) Intermediate Corp. shall form a new U.S. entity taxable as a corporation for U.S. federal income tax purposes (“Purchaser”).²¶~~
- ~~2. On the Effective Date, unless the Debtors or Reorganized Debtors take a different action in any relevant books and records: (a) all intercompany claims among U.S. entities shall be cancelled, and (b) all intercompany claims between U.S. and non-U.S. entities shall be Reinstated.¶~~
- ~~3. On the Effective Date: (a) Parent shall issue 100% of the New Common Stock and New Warrants to Intermediate Corp., and (b) Intermediate Corp. shall contribute such New Common Stock and New Warrants to Purchaser.¶~~
- ~~4. On the Effective Date and pursuant to a purchase agreement (the “Purchase Agreement”): (a) Purchaser shall purchase from Clover Technologies Group, LLC (“Seller”)³ all of the stock of Refurb Holdings, LLC and all of the other assets of Seller except for certain assets to be~~

¹ Capitalized terms that are not defined herein shall have the meaning ascribed to them in the Plan or Disclosure Statement, as the case may be.

² ~~Parent, Intermediate Corp., and Purchaser shall each be either a corporation or a limited liability company that elects to be classified as an association taxable as a corporation for U.S. federal income tax purposes. Additional intermediate entities may be created in the ownership chain between Parent and Purchaser if the Debtors and Holders of Claims determine that any such additional entities are warranted.~~

³ ~~Alternatively, the Debtors and Holders of Claims may cause 4L Technologies Inc. to sell all its interests in Clover Technologies Group, LLC with corresponding adjustments made to subsequent steps.~~

~~excluded pursuant to the Purchase Agreement (including any assets necessary to permit the Non-Acquired Entities (as defined below) to discharge its obligations under the Plan and all relevant documents) (the "Purchased Assets") in exchange for (i) the New Common Stock, (ii) New Warrants, (iii) the Take Back Term Loan Facility,⁴ and (iv) the assumption of all other liabilities of Seller that are not being discharged pursuant to the Plan.⁵~~

- ~~5. On the Effective Date and immediately following Step 4: (a) (i) Seller shall distribute the New Warrants to 4L Technologies Inc., which shall in turn distribute such New Warrants to 4L Holdings Corporation, which shall in turn distribute such New Warrants to 4L Topco Corporation, which shall in turn distribute such New Warrants to 4L Ultimate Topco, (ii) all Existing Interests in 4L Ultimate Topco shall be cancelled, released, and extinguished, and will be of no further force or effect, and (iii) each Holder of a Class 7 Allowed Existing Equity Interest will receive its Pro Rata share of the New Warrants; (b) each Holder of a Class 3 Term Loan Secured Claim will receive its Pro Rata share of the New Common Stock, the Take Back Term Loans, and any Excess Cash, in each case, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Term Loan Secured Claim; and (c) Seller shall make any other distributions or disbursements it is obligated to make in accordance with the Plan and all relevant documents and fund any other applicable accounts or escrows (e.g., for professional fees).~~
- ~~6. On or after the Effective Date (and, in any case, as soon as possible following the Effective Date), in the event that any assets remain at Seller following any disbursements and other actions Seller must take pursuant to the Plan, such assets will be conveyed to Purchaser pursuant to the Purchase Agreement; provided that such assets will, to the maximum extent permitted under applicable law, be treated as having been transferred by Seller to Purchaser on the Effective Date.~~
- ~~7. Following the Effective Date, 4L Ultimate Topco, 4L Topco Corporation, 4L Holdings Corporation, 4L Technologies Inc., and Clover Technologies Group, LLC (the "Non-Acquired Entities") will be wound up and dissolved.~~
- ~~8. Following the Effective Date, the Reorganized Debtors may, but will not necessarily: (a) join with the Debtors to make elections under Section 338(h)(10) of the Code with respect to U.S. subsidiaries directly or indirectly acquired from Seller to which such election applies, and (b) make elections under Section 338(g) of the Code with respect to non-U.S. subsidiaries directly or indirectly acquired from Seller to which such election applies.~~

Structure B:-

~~If the Debtors elect to implement the Restructuring Transactions as a recapitalization as set forth in this Structure B, unless~~ **Unless** otherwise set forth below, the following steps shall occur in the order set forth below:

⁴—Purchaser shall issue the Take Back Term Loans as provided for under the Plan, guaranteed by Intermediate Corp. and governed by the Take Back Term Loan Credit Agreement, as consideration under the Purchase Agreement.

⁵—Any liabilities of direct and indirect subsidiaries directly or indirectly acquired from Seller will remain at such direct or indirect subsidiaries.

1. On the Effective Date, unless the Debtors or Reorganized Debtors take a different action in any relevant books and records, all intercompany claims shall be Reinstated.
2. On the Effective Date, 4L Ultimate Topco contributes the New Common Stock to 4L Topco Corporation, which in turn contributes such New Common Stock to 4L Holdings Corporation, which in turn contributes such New Common Stock to 4L Technologies, Inc., which in turn contributes such New Common Stock to Clover Technologies Group, LLC.
3. On the Effective Date, 4L Holdings Corporation issues the Take-Back Term Loans, which Take-Back Term Loans are guaranteed by 4L Topco Corporation, to 4L Technologies Inc. in exchange for an intercompany claim that will remain outstanding after the Effective Date.
4. Immediately after Step 3 and on the Effective Date, 4L Technologies Inc. contributes such Take-Back Term Loans to Clover Technologies Group, LLC in exchange for an intercompany claim that will remain outstanding after the Effective Date.
5. On the Effective Date: (a) each Holder of a Class 3 Term Loan Secured Claim will receive its Pro Rata share of the New Common Stock, the Take-Back Term Loans, and any Excess Cash in full and final satisfaction, settlement, release, and discharge of and in exchange for each Term Loan Secured Claim; and (b) (i) all Existing Interests in 4L Ultimate Topco shall be cancelled, released, and extinguished, and will be of no further force or effect, and (ii) each Holder of a Class 7 Allowed Existing Equity Interest will receive its Pro Rata share of the New Warrants.