IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
CLOVER TECHNOLOGIES GROUP, LLC, *et al.*,[1]	)	Case No. 19-12680 (KBO)
Debtors.	)	(Jointly Administered)

DECLARATION OF MARC LIEBMAN IN SUPPORT OF CONFIRMATION OF THE JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION OF CLOVER TECHNOLOGIES GROUP, LLC AND ITS DEBTOR AFFILIATES

I, Marc Liebman, hereby make this declaration pursuant to 28 U.S.C. § 1746:

Background and Qualifications

1. I am a Managing Director with Alvarez & Marsal North America, LLC (together with employees of its affiliates (all of which are wholly-owned by its parent company and employees), its wholly owned subsidiaries, and independent contractors, "A&M"), a restructuring advisory services firm with numerous offices throughout the country. I co-lead the Western Region of A&M's restructuring practice and I am a member of the practice's executive committee is the proposed restructuring advisor to the above-captioned debtors and debtors in possession (collectively, the "Debtors").

2. I have a bachelor's degree in business administration with a concentration in accounting, from the University of Notre Dame and an MBA in finance, from the University of

[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.

Chicago. I have more than 20 years of financial management experience, much of which has involved distressed companies, and have analyzed companies in a diverse range of industries.

3. As an advisor, I have conducted numerous financial, valuation, and/or liquidation analyses for various companies, including AMERCO/U-Haul, Conexant Semiconductor, Euro Fresh Farms, Forbes Energy, Fresh & Easy Markets, Grubb & Ellis, Isola, LBI Media, Nellson Nutraceutical, Relativity Media, Washington Group, William Lyon Homes and World Kitchen.

4. A&M is a leading restructuring consulting firm with extensive experience and an excellent reputation for providing high quality, specialized management and restructuring advisory services to debtors and distressed companies. Specifically, A&M core services include turnaround advisory services, corporate performance improvement, valuation, and regulatory and risk advisory. A&M provides a wide range of debtor advisory services targeted at stabilizing and improving a company's financial position, including: developing or validating forecasts, business plans, and related strategic plans; monitoring and managing cash, cash flow, and supplier relationships; assessing and recommending cost reduction strategies; and designing and negotiating financial restructuring packages. Additionally, A&M provides advice on specific aspects of the turnaround process and helps manage complex constituency relations and communications. A&M is known for its ability to work alongside company management and key constituents during chapter 11 restructurings to develop a feasible and executable plan of reorganization. One of the services A&M provides is assisting its clients with the preparation of liquidation analyses for purposes of determining whether proposed chapter 11 plans comply with the requirements of section 1129(a)(7) of the Bankruptcy Code.

5. I have previously submitted declarations in connection with plan confirmation proceedings, including with respect to the best interests test.

6. I am generally familiar with the Debtors' day-to-day operations, business and financial affairs, and books and records.

7. I submit this declaration in support of confirmation of the *Joint Prepackaged Chapter 11 Plan of Reorganization of Clover Technologies Group, LLC and Its Debtor Affiliates* [Docket No. 4] (the "Plan").[2] Except where specifically noted, the statements in this Declaration are based upon: (a) my personal knowledge of the Debtors' operations, business affairs, financial performance, and restructuring efforts; (b) information learned from my review of relevant documents; and (c) information I have received from members of the Debtors' management or the Debtors' advisors.

8. Except as otherwise stated herein, the statements in this Declaration are, except where specifically noted, based on my personal knowledge or opinion, on information that I have received from the Debtors' employees or advisors, or employees of A&M working directly with me or under my supervision, direction, or control, or from the Debtors' books and records maintained in the ordinary course of their businesses.

9. Neither A&M nor I am being specifically compensated for this testimony, other than compensation to A&M as a professional services firm employed by the Debtors.

10. I am authorized to submit this declaration on behalf of the Debtors, and, if I were called upon to testify, I could and would testify competently to the facts set forth herein.

The Proposed Restructuring

11. The Plan, and the significant consensus it represents, is the product of months of good-faith, arm's-length negotiations among the Debtors, the Consenting Term Loan Lenders, and other key constituents, who all worked towards a consensual, value-maximizing restructuring.

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

These hard-fought negotiations occurred almost entirely out-of-court and resulted in the execution of a restructuring support agreement (the "Restructuring Support Agreement"), which contemplated the commencement of these prepackaged chapter 11 cases.

12. In July of 2019, the Debtors engaged with a group of lenders under their secured term loan facility, several of whom also held significant amounts of the Company's debt, with the aim of developing a consensual restructuring solution. Ultimately, the Debtors completed the acquisition of Teleplan and the Imaging Sale, which provided the Debtors with the best go-forward opportunity to maximize value. All parties worked extensively towards an outcome that maximizes the value of the Debtors' estates for the benefit of all stakeholders.

13. These negotiations culminated in the execution of the Restructuring Support Agreement by the Debtors and the Consenting Stakeholders on November 21, 2019. The Debtors continued to work to build consensus around the Plan, and on December 13, 2019 launched solicitation of votes on the Plan. The support for the restructuring transactions embodied by the Plan is now unequivocal: the Plan has been accepted by 100 percent of voting creditors. No party has voted to reject the Plan.

14. The Plan provides for a significant balance sheet restructuring that will eliminate the Debtors' approximately $360 million debt burden, sending a strong message to the Debtors' employees, vendors, clients, and other business partners that they are well positioned for future success. Under the Plan:

- Holders of Other Secured Claims shall receive either: (i) payment in full in Cash; (ii) delivery of the collateral securing any such Claim and payment of any interest required under section 506(b) of the Bankruptcy Code; (iii) Reinstatement of such Other Secured Claim under section 1124 of the Bankruptcy Code; (iv) such other treatment rendering its Other Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code; or (v) the indubitable equivalent of such Other Secured Claim.

- Holders of Other Priority Claims shall receive either: (i) payment in full in cash; or (ii) other treatment consistent with the provisions of 1129(a)(9) of the Bankruptcy Code.

- Each Holder of Term Loan Secured Claims shall receive such Holder's Pro Rata share of and interest in: (i) the New Common Stock (subject to dilution from the Management Incentive Plan and the New Warrants); (ii) the Take-Back Term Loans; and (iii) the Excess Cash (to the extent not already distributed) and the payment of interest on the Term Loans that is accrued and unpaid as of the Effective Date.

- Holders of General Unsecured Claims shall, on the Effective Date unless otherwise agreed, be paid in full in advance or fully reinstated.

- Each Holder of Existing Equity Interests will receive such Holder's Pro Rata share of and interest in the New Warrants.

15. The terms of, and transactions set forth in the Restructuring Support Agreement and the Plan set forth a clear pathway to emergence and will leave the Reorganized Debtors deleveraged by about $360 million and better able to compete in the mobile phone and technology equipment remanufacturing and reverse logistics.

16. I believe the Plan is in the best interests of the Debtors and all their stakeholders and that, accordingly, the Bankruptcy Court should confirm the Plan.

The Plan Satisfies the Requirements of Confirmation

17. For the reasons detailed below and with the assistance of the Debtors' advisors, I believe the Plan satisfies the applicable Bankruptcy Code requirements for confirmation of a plan of reorganization. I have set forth the reasons for such belief below, except where such compliance is apparent on the face of the Plan, the Plan Supplement, and the related documents or where it will be the subject of evidence introduced at the Confirmation Hearing.

I. THE PLAN FULLY COMPLIES WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE — § 1129(a)(1).

A. Proper Classification of Claims and Interests — § 1122.

18. Each of the claims and interests in each particular class is substantially similar to the other claims and interests in such class. Article III.A of the Plan provides for the following Classes: Class 1 (Other Secured Claims); Class 2 (Other Priority Claims); Class 3 (Term Loan Secured Claims); Class 4 (General Unsecured Claims); Class 5 (Intercompany Claims); Class 6 (Intercompany Interests); Class 7 (Existing Equity Interests).

19. In general, the Plan's classification scheme follows the Debtors' capital structure. Valid business, legal, and factual reasons justify the separate classification of the particular claims or interests into the classes created under the Plan, and no unfair discrimination exists between or among holders of claims and interests. For example, debt and equity are classified separately, and different types of debt or equity are also classified separately. The differences in classification are in the best interest of creditors, foster the Debtors' reorganization efforts, do not violate the absolute priority rule, and do not needlessly increase the number of classes. Accordingly, the Plan fully complies with and satisfies section 1122 of the Bankruptcy Code.

B. Designation of Classes of Claims and Equity Interests — § 1123(a)(1).

20. It is my testimony that Article III of the Plan properly designates classes of Claims and Interests. Each class contains Claims or Interests that are substantially similar.

C. Specification of Unimpaired Classes — § 1123(a)(2).

21. It is my testimony that the Plan identifies each class in Article III that is Unimpaired.

D. Treatment of Impaired Classes — § 1123(a)(3).

22. It is my testimony that the Plan sets forth the treatment of each Class in Article III that is Impaired.

E. Equal Treatment of Similarly Situated Claims and Interests — § 1123(a)(4).

23. It is my understanding that Holders of Allowed Claims or Interests will receive the same rights and treatment as other Holders of Allowed Claims or Interests within such Holders' respective Class.

F. Means for Implementation — § 1123(a)(5).

24. I believe that the Plan provides adequate means for implementation. The Plan satisfies this requirement because Article IV of the Plan, as well as other provisions thereof, provides for the means by which the Plan will be implemented. Among other things, Article IV of the Plan provides for:

i. the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, reorganization, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan;

ii. the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms to which the applicable parties agree;

iii. the filing of appropriate certificates or articles of incorporation, reincorporation, formation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution or other certificates or documentation for other transactions as described in clause (i), pursuant to applicable state law;

iv. the execution and delivery of the New Shareholders Agreement and the New Organizational Documents and any certificates or articles of incorporation, bylaws, or such other

applicable formation, organizational, governance, or constitutive documents (if any) of each Reorganized Debtor (including all actions to be taken, undertakings to be made, and obligations to be incurred and fees and expenses to be paid by the Debtors and/or the Reorganized Debtors, as applicable), and the issuance, distribution, reservation, or dilution, as applicable, of the New Common Stock, as set forth herein;

v. the execution and delivery of the Exit Facility Documents and the Take-Back Term Loan Credit Agreement (in both cases, including all actions to be taken, undertakings to be made, and obligations to be incurred and fees and expenses to be paid by the Debtors and/or the Reorganized Debtors, as applicable);

vi. the execution and delivery of the New Warrant Agreement, and the issuance and distribution of the New Warrants;;

vii. the adoption of the Management Incentive Plan and the issuance and reservation of equity thereunder to the participants in the Management Incentive Plan on the terms and conditions set by the Reorganized Clover Board after the Effective Date; and

viii. all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law in connection with the Restructuring Transactions.

25. The precise terms governing the execution of these transactions are set forth in the applicable definitive documents or forms of agreements included in the Plan Supplement.

G. Prohibition of Issuance of Non-Voting Stock — § 1123(a)(6).

26. I can confirm that Article IV.L of the Plan provides that the Reorganized Debtors' New Organizational Documents contains a provision prohibiting the issuance of non-voting equity securities to the extent required by section 1123(a)(6) of the Bankruptcy Code and further, that the New Organizational Documents shall contain such a prohibition.

H. Selection of Officers and Directors — § 1123(a)(7).

27. I believe that the Plan is consistent with the interests of all stakeholders with respect to the manner of selection of directors to the Reorganized Clover Board.

28. I can confirm that Article IV.M of the Plan sets forth the structure of the Reorganized Clover Board, members of which shall be appointed in accordance with the New Organizational Documents and other constituent documents of each Reorganized Debtor. It is my understanding that the selection process and composition of the Reorganized Clover Board accords with applicable state law, the Bankruptcy Code, the interests of creditors and equity security holders, and public policy. Accordingly, the Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code.

I. The Debtors Proposed the Plan in Good Faith — § 1129(a)(3).

29. I believe that the Plan was proposed in good faith with the legitimate and honest purpose of reorganizing the Debtors' business and to enable the Debtors to achieve a fresh start. It is my testimony that the Plan is the product of extensive arm's-length negotiations among the Debtors, lenders, and other key stakeholders. The Plan's unanimous support by Classes 3 and 7 is strong evidence that the Plan is likely to succeed.

J. Payment of Professional Fees and Expenses Are Subject to Court Approval — § 1129(a)(4).

30. It is my understanding that section 1129(a)(4) of the Bankruptcy Code requires that certain fees and expenses paid by the plan proponent, by a debtor, or by a person receiving distributions of property under the plan, be approved by the Bankruptcy Court as reasonable or remain subject to approval by the Bankruptcy Court as reasonable. I can confirm that Professional Fee Claims and corresponding payments are subject to prior Court approval and the reasonableness requirements under sections 328 or 330 of the Bankruptcy Code. Article II.B of the Plan,

moreover, provides that Professionals shall file all final requests for payment of Professional Fee Claims no later than 45 days after the Effective Date, thereby providing an adequate period of time for interested parties' to review such Professional Fee Claims.

K. Compliance with Governance Disclosure Requirements — § 1129(a)(5).

31. It is my understanding that the Debtors have made all appropriate disclosures regarding the identities and affiliations of all persons proposed to serve on the Reorganized Clover Board, as well as those persons that will serve as officers of the Reorganized Debtors, in a Plan Supplement filed with the Bankruptcy Court.

L. Governmental Regulatory Approval of Rate Changes — § 1129(a)(6).

32. It is my understanding that section 1129(a)(6) of the Bankruptcy Code permits confirmation only if any regulatory commission that has or will have jurisdiction over a debtor after confirmation has approved any rate change (e.g., the price of utility services) provided for in the plan. No such rate changes are provided for in the Plan.

M. Priority Cash Payments — § 1129(a)(9).

33. It is my understanding that the Bankruptcy Code generally requires that claims entitled to administrative priority must be repaid in full in cash or receive certain other specified treatment. I can confirm that the Plan provides that each holder of an Allowed Administrative Claim will receive Cash equal to the amount of such Allowed Administrative Claim on the Effective Date, or as soon as reasonably practicable thereafter, or at such other time defined in Article II.A of the Plan. In addition, no holders of the types of Claims specified by section 1129(a)(9)(B) of the Bankruptcy Code are impaired under the Plan. Finally, the Plan specifically provides that each holder of Allowed Priority Tax Claims shall be paid in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code.

N. Impaired Accepting Class of Claims — § 1129(a)(10).

34. It is my understanding that the Bankruptcy Code provides that, to the extent there is an impaired class of claims, at least one impaired class of claims must accept the plan "without including any acceptance of the plan by any insider," as an alternative to the requirement under section 1129(a)(8) of the Bankruptcy Code that each class of claims or interests must either accept the plan or be unimpaired under the plan. It is my understanding that holders of Claims and Interests in Class 3 and Class 7—which are impaired classes under the Plan—voted unanimously to accept the Plan independent of any insiders' votes.

O. The Plan Is Feasible — § 1129(a)(11).

35. In connection with proposing the Plan and presenting the Plan to the Bankruptcy Court for Confirmation, the Debtors and their advisors have thoroughly analyzed their ability post-confirmation to meet their obligations under the Plan and continue as a going concern without the need for further financial restructuring. The Debtors' management team has designed and has made progress in implementing a business plan that will better position the Debtors to succeed given current industry trends. To properly execute on this business plan, the Plan will deleverage the Debtors' balance sheet by eliminating the Debtors' approximately $360 million of funded debt. This deleveraging, and the additional liquidity provided through the Exit Facility as contemplated under the Plan, will position the Reorganized Debtors to pursue business and synergy opportunities post-emergence. Additionally, as set forth in the Disclosure Statement, the Debtors prepared projections of the Debtors' financial performance through fiscal year 2023. I am familiar with the Financial Projections, attached to the Disclosure Statement as Exhibit D, and I agree with the underlying analysis employed therein. I believe that the financial projections included in the Disclosure Statement demonstrate that the Debtors will be positioned to execute their business plan when they emerge from bankruptcy.

P. The Plan Provides for Payment of All Fees — § 1129(a)(12).

36. It is my testimony that Article XII.C of the Plan provides that all such fees and charges, to the extent not previously paid, will be paid for each quarter until these chapter 11 cases are converted, dismissed, or closed, whichever occurs first.

II. THE PRINCIPAL PURPOSE OF THE PLAN IS NOT THE AVOIDANCE OF TAXES AS REQUIRED UNDER SECTION 1129(D) OF THE BANKRUPTCY CODE.

37. The Plan has not been filed for the purpose of avoidance of taxes or the application of section 5 of the Securities Act of 1933, as amended. Moreover, no party that is a governmental unit, or any other entity, has requested that the Bankruptcy Court decline to confirm the Plan on the grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act of 1933. Rather, I believe the Debtors filed the Plan to accomplish their objective of efficiently and responsibly reorganizing their capital structure, preserving the going concern value of their business, and providing recoveries to their stakeholders.

III. THE PLAN APPROPRIATELY INCORPORATES SETTLEMENT OF CLAIMS AND CAUSES OF ACTION.

38. The Plan embodies a settlement of certain claims and causes of action between the Debtors and all major parties in interest. The Plan resolves a host of potential claims and causes of action, which were thoroughly analyzed by the Debtors, the Consenting Stakeholders, and their advisors, all of which are highly uncertain to succeed and could cause extensive delay, cost, and uncertainty in these chapter 11 cases and otherwise.

A. The Debtor Releases and Consensual Third-Party Releases Are Appropriate.

39. I believe that the Debtors' releases are appropriate, justified, in the best interests of the Debtors and their stakeholders, and an integral part of the Plan. The Plan includes releases of Estate claims and Causes of Action by the Debtors (the "Debtor Release"). The Debtor Release

releases, among others, each of the Debtors, the Reorganized Debtors, the Secured Parties, the Term Loan Agent, the Sponsors, the Consenting Stakeholders, and any affiliate or related party of any of the foregoing. The Released Parties made significant concessions and contributions to these chapter 11 cases in exchange for the Debtor Release. Indeed, the Debtor Release was negotiated in connection with the other terms of the Plan and Restructuring Support Agreement and is an indispensable component to achieving final resolution of potential disputes that would otherwise negatively affect these Chapter 11 Cases and the available recoveries under the Plan.

40. Moreover, based on the Debtors' analysis, the Debtor Release greatly benefits the Debtors' Estates, and the probability of success in litigation with respect to claims the Debtors may have against each of the Released Parties is low. Tellingly, the Voting Classes have unanimously voted in favor of the Plan, which includes the Debtor Release. Finally, the Plan, including the Debtor Release, was heavily negotiated by sophisticated entities that were represented by able counsel and financial advisors. I believe that the result is a compromise that reflects the give-and-take of a true arm's-length negotiation process.

41. Further, I believe that the Debtor Release provides the Debtors and the Released Parties with a substantial level of finality that is beneficial to the Debtors and all parties in interest. Moreover, the Debtor Release is a central component of the balance sheet restructuring and is key to bringing the core parties to the deal. The Released Parties played an integral role in the formulation of the Plan and contributed to the Plan not only by expending significant time and resources analyzing and negotiating the issues facing the Debtors, but also in giving up material economic interests to ensure the success of the Plan. For instance, in exchange for the Debtor Release, the Consenting Term Loan Lenders not only agreed to support the Plan pursuant to the Restructuring Support Agreement, but also agreed to equitize all but $80 million their Term Loan

Secured Claims. Certain of the Consenting Term Loan Lenders also consented to the Debtors' use of cash collateral, which was instrumental to the uninterrupted operation of the Debtors' business during the pendency of these chapter 11 cases. Finally, the Debtors' directors, officers, and other agents, as well as the creditors' professionals and other agents, have been instrumental in negotiating, formulating, and implementing the restructuring transactions contemplated under the Restructuring Support Agreement and the Plan. These contributions enabled the successful administration of these chapter 11 cases, will facilitate the Debtors' emergence from these chapter 11 cases, and avoid potentially costly and time-consuming litigation. Accordingly, I believe that the Debtor Release is fair, equitable, and in the best interest of the Debtors and their Estates.

42. Article VIII.E of the Plan also contains a third party release provision (the "Third-Party Release"), which provides that each party voting in favor of the Plan shall release any and all Causes of Action (including a list of specifically enumerated claims) such parties could assert against the Debtors, the Reorganized Debtors, and the Released Parties.[3] As stated above, the restructuring contemplated by the Plan is value maximizing and would not be possible absent the support of the Released Parties. The Third-Party Release is integral to the Plan and of the comprehensive settlement embodied therein. Thus, I believe that the Third-Party Release allows the Debtors to obtain the finality they need by minimizing the potential for distracting post-emergence litigation or other disputes.

43. The releases of the Debtors' officers and directors are an integral component of the compromises and settlements contained in the Plan. The Debtors' officers and directors: (a) made

[3] The foregoing description is meant as a summary of the operative plan provisions only. Certain of the Releasing Parties are defined as such in multiple capacities. To the extent there is any conflict between the foregoing summary and the definition of "Releasing Party" contained in Article I of the Plan, the Plan shall control.

a substantial and valuable contribution to the Debtors' restructuring and the estates; (b) invested significant time and effort to make the restructuring a success and preserve the value of the Debtors' estates in a challenging environment; (c) attended numerous meetings related to the restructuring; (d) met frequently and directed the restructuring negotiations that led to the Restructuring Support Agreement and the Plan; and (e) are entitled to indemnification from the Debtors under state law, organizational documents, and agreements. Litigation by the Debtors against the Debtors' officers and directors would be a distraction to the Debtors' business and would decrease rather than increase the value of the estates.

B. The Exculpation Provisions Are Appropriate.

44. Article VIII.F of the Plan provides that each Exculpated Party shall be released and exculpated from any Cause of Action arising out of acts or omissions in connection with these chapter 11 cases and certain related transactions, except for acts or omissions that are found to have been the product of actual fraud, gross negligence, or willful misconduct (the "Exculpation Provision").[4] The Exculpated Parties include the Debtors and the Reorganized Debtors, and each current and former affiliate or related party of each of the aforementioned entities.

45. The Exculpation Provision was the product of extensive negotiations with third parties, many of whom played a critical role in formulating the Restructuring Support Agreement, the Plan, and related documents in furtherance of the reorganization efforts, which negotiations were extensive and conducted at arm's-length and in good faith with a high degree of transparency. The Exculpation Provision was important to the development of a feasible, confirmable Plan, and

[4] The foregoing description is a summary of the operative plan provisions only. To the extent there is any conflict between the foregoing summary and the definition of "Exculpated Party" contained in Article I of the Plan, the Plan shall control.

many of the Exculpated Parties are participating in the chapter 11 cases in reliance upon the protections afforded to the constituents involved by the Exculpation Provision. The Exculpation Provision is necessary and appropriate to protect parties who made substantial contributions to the Debtors' reorganization from future collateral attacks related to actions taken in good faith in connection with the Debtors' restructuring.

46. I can confirm that the Exculpation Provision represents an integral piece of the overall settlement embodied by the Plan and is the product of good faith, arm's-length negotiations. As such, I believe the Exculpation Provision should be approved.

C. Good Cause Exists to Waive the Stay of the Confirmation Order

47. I understand that Bankruptcy Rule 3020(e) provides that "[a]n order confirming a plan is stayed until the expiration of 14 days after the entry of the order, unless the Court orders otherwise." I also understand that Bankruptcy Rules 6004(h) and 6006(d) provide similar stays to orders authorizing the use, sale, or lease of property (other than cash collateral) and orders authorizing a debtor to assign an executory contract or unexpired lease under section 365(f) of the Bankruptcy Code. It is my understanding that each rule also permits modification of the imposed stay upon court order.

48. I can confirm that good cause exists for waiving and eliminating any stay of the proposed Confirmation Order pursuant to Bankruptcy Rules 3020, 6004, and 6006 so that the proposed Confirmation Order will be effective immediately upon its entry. These chapter 11 cases and the related Plan transactions have been negotiated and implemented in good faith and with a high degree of transparency and public dissemination of information. Further, due to the nature of their business, which operates in a highly competitive environment, and the risk of customer attrition, the Debtors have a critical and unique need to emerge from chapter 11 expeditiously.

49. For these reasons, the Debtors, their advisors, and other key constituents are working to expedite the Debtors' entry into and consummation of the documents and transactions related to the restructuring transactions so that the Effective Date of the Plan may occur as soon as possible after the Confirmation Date.

IV. THE PLAN SATISFIES THE BEST INTERESTS TEST.

50. Relying on information from the Debtors' advisors and my own personal knowledge, I have reviewed the classification of Claims and Interests under the Plan and the proposed distributions to each class of claims. My testimony below that the Plan should be confirmed is informed by this knowledge. Specifically, I believe that the Plan satisfies the requirements under the Bankruptcy Code regarding the "best interests of creditors" test.

51. It is my understanding that section 1129(a)(7) of the Bankruptcy Code requires that each holder of an Impaired Claim or Interest either (a) accept the Plan or (b) receive or retain under the Plan property of a value, as of the Effective Date, that is not less than the value such holder would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. This requirement is known as the "best interests" test.

52. In order to determine whether the Plan satisfies the best interests test, the Debtors, with the assistance of A&M, prepared a liquidation analysis, which is attached to the *Disclosure Statement for the Joint Prepackaged Chapter 11 Plan of Reorganization of Clover Technologies Group, LLC and its debtor Affiliates* [Docket No. 5] (the "Disclosure Statement") as Exhibit F (the "Liquidation Analysis"). I personally oversaw the preparation of the Liquidation Analysis, and worked closely with a team of A&M staff in its development. The Liquidation Analysis was completed after due diligence by the Debtors and A&M, and was based on a variety of assumptions, which I believe are reasonable.

53. The Liquidation Analysis compares the projected recoveries that would result from the liquidation of the Debtors in a hypothetical conversion to chapter 7 of the Bankruptcy Code on or about February 1, 2020 (the "Liquidation Date"), with the estimated recoveries to holders of Allowed Claims and Interests under the Plan. The Liquidation Analysis is based on the estimated value of the Debtors' assets and liabilities as of the Liquidation Date in a forced sale by a chapter 7 trustee, and incorporates various estimates and assumptions, including the projected costs associated with the administration of the estate and the wind-down of the Debtors' operations in a hypothetical conversion to a chapter 7 liquidation. Further, the assumptions contained within the Liquidation Analysis are subject to potentially material changes, including with respect to economic and business conditions as well as legal rulings.

54. Estimated Plan recoveries were determined, where applicable, based on the valuation analysis prepared by Jefferies which is attached to the Disclosure Statement as Exhibit E (the "Valuation Analysis") and described in the *Declaration of Ryan Morgner in Support of Confirmation of the Joint Prepackaged Chapter 11 Plan of Reorganization of Clover Technologies Group, LLC and its Debtor Affiliates* (the "Morgner Declaration"). The Valuation Analysis estimates a range of total enterprise and equity value of the Reorganized Debtors. Informed by the Valuation Analysis, the projected recoveries under the Plan and the results of the Debtors' Liquidation Analysis for all holders of Claims and Interests are as follows:

SUMMARY OF ESTIMATED RECOVERIES			
Class	**Claim/Interest**	**Projected Plan Recovery**	**Liquidation Recovery**
1	Other Secured Claims	100%	100%
2	Other Priority Claims	100%	100%
3	Term Loan Secured Claims	65-77%	31.8%
4	General Unsecured Claims	100%	0%
5	Intercompany Claims	100% / 0%	0%
6	Intercompany Interests	100% / 0%	0%
7	Existing Equity Interests	0%	0%

55. A comparison of the range of projected recoveries under the Liquidation Analysis to the estimated Plan recoveries indicates that each holder of an Impaired Claim or Interest will receive or retain under the Plan property of a value, as of the Effective Date, that is not less than the value such holder would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. Based on the Debtors' and their advisors' Plan valuation and recoveries set forth in the Plan, these liquidation recoveries are substantially lower than the recoveries provided by the Plan. Accordingly, I believe that the Plan satisfies the "best interests of creditors" test and that it satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code.

[*Remainder of page intentionally left blank*]

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the facts set forth in the foregoing Declaration are true and correct to the best of my knowledge, information, and belief.

Dated: January 17, 2020
Phoenix, Arizona

/s/ Marc Liebman
Marc Liebman
Managing Director
Alvarez & Marsal North America, LLC