

**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)
)	

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

Dated: January 8, 2020

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the “Debtors”) hereby filed the 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 may be 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. The Plan Supplement documents have not yet been approved by the Bankruptcy Court. If the Plan is approved, the documents contained in the Plan Supplement will be approved by the Bankruptcy Court pursuant to the Confirmation Order.

PLEASE TAKE FURTHER NOTICE that the 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:

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.

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

- **Exhibit A** - New Organizational Documents
- **Exhibit B** - Exit Facility Credit Agreement
- **Exhibit C** - Take-Back Term Loan Credit Agreement
- **Exhibit D** - New Warrant Agreement
- **Exhibit E** - Management Incentive Plan
- **Exhibit F** - New Shareholders Agreement
- **Exhibit G** - Restructuring Steps Memorandum
- **Exhibit H** - Identities of the Members of the Reorganized Clover Board and the Officers of Reorganized Clover
- **Exhibit I** - Schedule of Rejected Executory Contracts and Unexpired Leases
- **Exhibit J** - Schedule of Retained Causes of Action

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 forms of the documents contained in the Plan Supplement are integral to, and are considered part of, the Plan. If the Plan is approved, the documents contained in the Plan Supplement will be approved by the Bankruptcy Court pursuant to the order confirming the Plan.

PLEASE TAKE FURTHER NOTICE that the hearing (the “Confirmation Hearing”) will be held before the Honorable Karen B. Owens, United States Bankruptcy Judge, in Courtroom No. 3 of the United States Bankruptcy Court, 824 North Market Street, Wilmington, Delaware, 19801, on **January 22, 2020, at 10:00 a.m., prevailing Eastern Time**, to consider the adequacy of the Disclosure Statement, any objections to the Disclosure Statement, confirmation of the plan, any objections thereto, and any other matter that may properly come before the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that the Confirmation Hearing may be adjourned or continued from time to time by the Bankruptcy Court without further notice other than by such

adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on other parties entitled to notice.

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,³ the Debtors' proposed 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>.

[Remainder of page intentionally left blank.]

³ Stretto is the trade name of Bankruptcy Management Solutions, Inc., and its subsidiaries.

Dated: January 8, 2020
Wilmington, Delaware

/s/ Domenic E. Pacitti

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

In re:

CLOVER TECHNOLOGIES GROUP, LLC, *et al.*,¹

Debtors.

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**PLAN SUPPLEMENT FOR THE JOINT
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Exhibit J	Schedule of Retained Causes of Action

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.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the *Joint Prepackaged Chapter 11 Plan of Reorganization of Clover Technologies Group, LLC and its Debtor affiliates* [Docket No. 4] (as may be amended from time to time, the "Plan").

Exhibit A

New Organizational Documents

This **Exhibit A** contains the following organizational documents for Reorganized Clover:

- **Exhibit A(i)**: 4L Holdings Corporation Second Amended and Restated By-Laws
- **Exhibit A(ii)**: 4L Holdings Corporation Amended and Restated Certificate of Incorporation

Certain documents, or portions thereof, contained in this **Exhibit A** 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 A(i)

4L Holdings Corporation Second Amended and Restated By-Laws

[TO COME]

Exhibit A(ii)

4L Holdings Corporation Amended and Restated Certificate of Incorporation

[TO COME]

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.

Any Exit Facility Credit Agreement, to the extent the Debtors obtain an Exit Facility, will be contained in this **Exhibit B**. Certain documents, or portions thereof, contained in this **Exhibit B** 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 C

Take-Back Term Loan Credit Agreement

This **Exhibit C** contains the Take-Back Term Loan Credit Agreement. Certain documents, or portions thereof, contained in this **Exhibit C** 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.

[TO COME]

Exhibit D

New Warrant Agreement

This **Exhibit D** contains the New Warrant Agreement. Certain documents, or portions thereof, contained in this **Exhibit D** 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.

[TO COME]

Exhibit E

Management Incentive Plan

Within ninety (90) days of the Effective Date, the Reorganized Clover Board shall make a determination with respect to adoption of the Management Incentive Plan. For the avoidance of doubt, the terms and conditions of the Management Incentive Plan (including any related agreements, policies, programs, other arrangements, and the Management Incentive Plan participants) shall be determined solely by the Reorganized Clover Board after the Effective Date and shall be consistent in all respects with the Restructuring Support Agreement.

Exhibit F

New Shareholders Agreement

This **Exhibit F** contains the New Shareholders Agreement. Certain documents, or portions thereof, contained in this **Exhibit F** 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.

[TO COME]

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.

[TO COME]

Exhibit H

**Identities of the Members of the Reorganized Clover Board
and the Officers of Reorganized Clover**

As of the Effective Date, the terms of the current members of the boards of directors of the Debtors shall have expired, and the officers of the Reorganized Debtors shall be appointed in accordance with the New Organizational Documents and other constituent documents of each Reorganized Debtor. Pursuant to section 1129(a)(5) of the Bankruptcy Code, to the extent known and determined, on or prior to the Effective Date, the number and identity of the members of the Reorganized Clover Board shall be determined by the Required Consenting Term Loan Lenders in accordance with the Plan, the Restructuring Support Agreement and/or the applicable New Organizational Documents.

This **Exhibit H** contains the Identities of the Members of the Reorganized Clover Board and the Officers of Reorganized Clover. Certain documents, or portions thereof, contained in this **Exhibit H** 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.

[TO COME]

Exhibit I

Schedule of Rejected Executory Contracts and Unexpired Leases

None.

Exhibit J

Schedule of Retained Causes of Action

This **Exhibit J** contains the Schedule of Retained Causes of Action. Certain documents, or portions thereof, contained in this **Exhibit J** 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.

Retained Causes of Action

Article IV.O of the Plan provides as follows:

Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan, including pursuant to ARTICLE VIII of the Plan or a Final Order, in accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in any Definitive Documentation or other disclosure included in the Plan Supplement, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action against any Entity, except as otherwise expressly provided herein. Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan, including pursuant to ARTICLE VIII of the Plan or a Bankruptcy Court order, the Reorganized Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation. For the avoidance of doubt, in no instance will any Cause of Action preserved pursuant to this ARTICLE IV.O include any claim or Cause of Action with respect to, or against, a Released Party.

In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action preserved pursuant to the first paragraph of Article IV.O of the Plan that a Debtor may hold against any Entity shall vest in the Reorganized Debtors. The applicable Reorganized Debtor, through its authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The applicable Reorganized Debtor shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, or to decline to do any of the foregoing, without the consent or approval of any third party or any further notice to or action, order, or approval of the Bankruptcy Court.

No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action against them.

The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan, including Causes of Action that are not expressly identified in this **Exhibit J**.

Below are identified specific Causes of Actions expressly preserved by the Debtors and the Reorganized Debtors, subject to the terms of the Plan and the information provided in this **Exhibit J**.

Clover Wireless

Debtor	Party Names	Counter Party Addresses	Debtor Position	Caption of Suit	Type of Claim or Nature of Proceeding	Case Number	Status
4L Technologies, Inc. Clover Technologies Group, LLC Clover Wireless, LLC Valu Tech Outsourcing, LLC	Ronnie Portee (Plaintiff) represented by Motley Rice LLC Apple Incorporated represented by Hedrick Gardner Kincheloe and Garofalo, LLP Asurion Protection Services, LLC represented by Gallivan, White & Boyd, P.A. Sprint Corporation represented by Gallivan, White & Boyd, P.A. Sprint Solutions, Inc represented by Gallivan, White & Boyd, P.A.	Ronnie Portee (Plaintiff) represented by Motley Rice LLC, 28 Bridgeside Blvd. Mt. Pleasant, SC 29465 Apple Incorporated represented by Hedrick Gardner Kincheloe and Garofalo, LLP, PO Box 11267, Columbia, SC 29211 Asurion Protection Services, LLC represented by Gallivan, White & Boyd, P.A., PO Box	Defendant	<i>Ronnie Portee, Plaintiff, v. Apple Incorporated; Asurion Protection Services, LLC; 4L Technologies, Inc.; Clover Technologies Group, LLC; Clover Wireless, LLC; Sprint Corporation; Sprint Solutions, Inc.; Valutech Outsourcing, S.A. De C.V.; Valu Tech Outsourcing, LLC; and John Does 1-10,</i> Federal District Court in Columbus, South Carolina, Civil Action	Tort/product defect	3:18-cv-02106-MGL	Active

Debtor	Party Names	Counter Party Addresses	Debtor Position	Caption of Suit	Type of Claim or Nature of Proceeding	Case Number	Status
		7368, Columbia, SC 29202 Sprint Corporation represented by Gullivan, White & Boyd, P.A., PO Box 7368, Columbia, SC 29202 Sprint Solutions, Inc represented by Gullivan, White & Boyd, P.A., PO Box 7368, Columbia, SC 29202		No. 3:18-cv-02106-MGL			
Valu Tech Outsourcing, LLC	Connor Palush AT&T Services, Inc	Connor Palush 415 N Duke Street Lancaster, PA 17602 AT&T Services, Inc Attn: Notices Administrator 4119 Broadway Room 650A16 San Antonio, TX 78209	Putative defendant	N/A	Tort/product defect	N/A	Threatened

In addition to the foregoing, unless otherwise released by the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve their rights with respect to all Causes of Action that are not expressly released under the Plan, including the following:

1. Contract or Tort Causes of Action

The Debtors and Reorganized Debtors, as applicable, expressly reserve all Causes of Action based in whole or in part upon contracts or tort. The claims and Causes of Action reserved include Causes of Action against vendors, suppliers of goods and services, or any other parties: (a) for overpayments, back charges, duplicate payments, improper holdbacks, deductions owing or improper deductions taken, deposits, warranties, guarantees, indemnities, recoupment, or setoff; (b) for wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (c) for failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors before the assumption or rejection, if applicable, of such contracts; (d) for payments, deposits, holdbacks, reserves or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor or other party; (e) for any liens, including mechanics', artisans', materialmens', possessory or statutory liens held by any one or more of the Debtors; (f) arising out of environmental or contaminant exposure matters against landlords, lessors, environmental consultants, environmental agencies or suppliers of environmental services or goods; (g) for counter-claims and defenses related to any contractual obligations; and (h) for unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property or any business tort claims.

2. Causes of Action Related to Insurance Policies

The Debtors expressly reserve all Causes of Action based in whole or in part upon any and all insurance contracts, insurance policies, occurrence policies and occurrence contracts to which any Debtor or Reorganized Debtor is or was a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, including Causes of Action against current or former insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, overpayment of premiums and fees, breach of contract or any other matters.

3. Causes of Action Related to Deposits, Adequate Assurance Postings, and Other Collateral Postings

The Debtors expressly reserve all Causes of Action based in whole or in part upon any and all postings of a security deposits, adequate assurance payment, or any other type of deposit or collateral owed by any creditor, lessor, utility, supplier, vendor, landlord, sub-lessee, assignee or other Entity.

4. Causes of Action Related to Liens

Unless otherwise released by the Cash Collateral Orders and/or any other order of this Bankruptcy Court, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all liens regardless of whether such lien is specifically identified herein.

5. Causes of Action Related to Defenses, Cross-Claims and Counter-Claims Related to Litigation and Potential Litigation

The Debtors expressly reserve all Causes of Action against or related to all Entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal or judicial or non-judicial, including all actual or potential (a) contract and tort actions that may exist or may subsequently arise, (b) actions relating to environmental and product liability matters, and (c) actions arising out of, or relating to, the Debtors' intellectual property rights. For the avoidance of doubt, nothing herein shall be read as an admission as to the validity or allowance of any claim against any Debtor, and any and all prepetition claims against the Debtors that may be identified herein shall be treated in accordance with the Plan and the Bankruptcy Code.

6. Causes of Action Related to Accounts Receivable and Accounts

The Debtors expressly reserve all Causes of Action against or related to all Entities that owe or that may in the future owe money to the Debtors or Reorganized Debtors, regardless of whether such Entity is expressly identified in the Plan, this Plan Supplement, or any amendments thereto. Furthermore, the Debtors expressly reserve all Causes of Action against or related to all Entities who assert or may assert that the Debtors or Reorganized Debtors, as applicable, owe money to them.

7. Causes of Action Related to Taxes, Fees, and Tax or Fee Refunds or Credits

The Debtors expressly reserve all Causes of Action against or related to all Entities that owe or that may in the future owe money related to tax or fee refunds, credits, overpayments, recoupments or offsets that may be due and owing to the Debtors or Reorganized Debtors. Furthermore, the Debtors expressly reserve all Causes of Action against or related to all Entities who assert or may assert that the Debtors or Reorganized Debtors owe taxes to them.

The Debtors reserve all rights to amend, revise, or supplement this **Exhibit J** to 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.