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 (___)
Debtors.	)	(Joint Administration Requested)

DECLARATION OF ANDREW BUCK,
CHIEF FINANCIAL OFFICER OF CLOVER WIRELESS, LLC,
IN SUPPORT OF THE CHAPTER 11 PETITIONS AND FIRST DAY MOTIONS

I, Andrew Buck, hereby declare under penalty of perjury:

1. I am the Chief Financial Officer of Clover Wireless, LLC, a limited liability company organized under the laws of Delaware and one of the above-captioned debtors and debtors in possession. I have served in this role since April 2017.

Introduction

2. More than six months of stakeholder engagement and coordination finds Clover on the brink of making the impossible the possible—landing the "Triple Lindy"—a dive so difficult that even the great Thornton Melon had his doubts. With two of three "diving boards" already in play,[2] these cases are filed on the backs of (1) a $50 million acquisition; (2) a $215 million sale; and (3) an agreed upon prepackaged restructuring and recapitalization.[3]

[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] *Back to School*. (1986). [video] Directed by A. Metter. Paper Clip Productions. https://youtu.be/4VDry9fy8UE.

[3] Capitalized terms used but not defined in this declaration shall have the meaning ascribed to them in the Plan or Disclosure Statement, as applicable.

3. Clover completed its acquisition of Teleplan International N.V. for $50 million on December 4, 2019. And, just hours before filing these cases, Clover closed the $215 million sale of its printer supply services business to NEP. The foundation for these transactions, as well as a holistic balance sheet restructuring, is a restructuring support agreement and a prepackaged plan supported by more than 70% of Clover's secured lenders and its equity sponsors. It represents a deliberate effort by Clover and its sponsors, in the face of shifting market trends, customer contraction, and a May 2020 maturity, to proactively organize stakeholders in an effort to truly maximize value.

4. Clover was founded in 1996 as a printing supply company to refurbish and resell toner cartridges. In the two decades that followed, Clover built a comprehensive and diverse portfolio of reverse supply chain, after-market solutions for printer supplies (known as the "Imaging Business") and, through acquisitions, built a technology device servicing business that provides a full suite of trade-in, resale, and buyback programs as well as repair and reclamation services (known as the "Wireless Business"). Clover's customers include industry-leading original equipment manufacturers ("OEMs") for technology hardware, retailers, wireless service carriers, and insurance providers.

5. Despite Clover's success in the technology device industry and its competitive market share, industry-wide changes have directly and negatively affected Clover's ability to provide services to some of its largest customers. Major OEMs have exponentially grown or

consolidated, and wield more influence than ever before. These consolidated OEMs have introduced aggressive pricing programs and imposed rigorous quality standards, reducing the demand for after-market suppliers and remanufacturers like Clover. Technical progress has also taken its toll on Clover—as a result of the dramatic improvement in the quality of mobile devices, devices remain in the market longer, resulting in decreased demand for remanufactured and remarketed devices. And in June 2019, Clover lost two major customers. In the face of these industry disruptions, Clover was also contending with a first lien term loan maturity of approximately $650 million in May 2020.

6. If Clover was going to navigate these market conditions and potentially be opportunistic, it knew that it needed to build stakeholder support and proactively address its capital structure. In 2016, Clover retained Morgan Stanley to help market the entire Clover enterprise. Though there was not sufficient interest in a sale of the entire enterprise, the market responded with enthusiasm for standalone sales of the Imaging Business and the telecommunications repair and sale business (the "Telecom Business").

7. In 2017, Clover began to market its Telecom Business, which was sold to a strategic purchaser in March 2018. Also in March 2018, Clover engaged Lincoln International LLC ("Lincoln") to market the Imaging Business. Clover discontinued the initial sale process, but eventually reengaged with select buyers in May 2019. While it was unknown if a buyer would emerge, in February 2019, Clover engaged UBS and Bank of America Merrill Lynch to explore refinancing its term loan debt. In May 2019, refinancing efforts came up short, but Clover began to receive indications of interest for the Imaging Business. In August 2019, NEP emerged as not only the best financial option, but also as a future strategic partner that would strengthen and foster the Imaging Business.

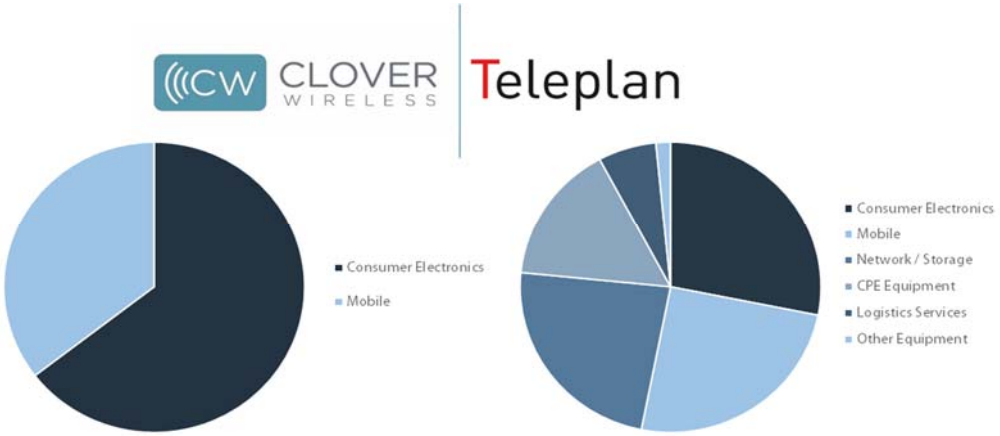
8. Clover knew that a sale of the Imaging Business alone would not overcome the shifting technology device landscape—Clover had to expand and diversify its operations. Since its inception, Clover continually pursued synergistic acquisitions that would maximize the value and capabilities of its business. This relentless pursuit earned Clover the opportunity to purchase Teleplan, an industry counterpart with an international network of customers.

9. With major business decisions ahead, Clover committed to running a transparent and collaborative process with its term loan lenders. In June 2019, Clover engaged Kirkland & Ellis LLP ("Kirkland") and Jefferies LLC ("Jefferies") to discuss Clover's strategic options and engage with its various stakeholders. In July 2019, Clover encouraged its secured term loan lenders to organize and retain advisors. An ad hoc group of Clover's term loan lenders (the "Ad Hoc Term Loan Lender Group") quickly organized, and retained Gibson, Dunn & Crutcher LLP and Greenhill, LLC.

10. Several months of diligence and negotiations culminated in a Restructuring Support Agreement with holders of approximately 70% of the Debtors' term loan (the "Consenting Term Loan Lenders") and equityholders holding approximately 72.8% of the equity interests in the Debtors' (the "Consenting Sponsors"). The agreement contemplates the equitization of all but $80 million of Clover's term loan debt and extends Clover's May 2020 maturity by nearly four years.

11. On December 4, 2019, Clover closed the acquisition of Teleplan (the "Teleplan Acquisition"). The combination of Clover and Teleplan presents a unique opportunity for Clover to scale its Wireless Business. And on December 16, Clover closed the Imaging Business sale with NEP for $215 million (the "Imaging Sale"), applying a portion of these proceeds to pay down its term loan debt. The final step in this carefully constructed process is the implementation of

Clover's prepackaged plan, which enjoys overwhelming support and will result in the payment in full of all unsecured claims.



12. Clover launched solicitation of votes for its prepackaged Plan on December 13, 2019, and seeks confirmation of the Plan on or about January 21, 2020.[4]

13. To familiarize the Court with the Debtors, their business, the circumstances leading up to these chapter 11 cases, and the relief the Debtors are seeking in the First Day Motions, I have organized this declaration into five sections as follows:[5]

- **Part I** provides a general overview of Clover's corporate history;
- **Part II** describes the circumstances leading to the filing of these chapter 11 cases;
- **Part III** provides an overview of the Debtors' operations;
- **Part IV** provides an overview of the Debtors' prepetition capital structure; and
- **Part V** sets forth the basis for the relief requested in each First Day Motion.[6]

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[4] This timeline complies with the notice periods set forth in Bankruptcy Rule 3017(a) and rule 3017-1 of the Local Rules for the United States Bankruptcy Court for the District of Delaware.

[5] On the date hereof (the "Petition Date"), the Debtors filed their voluntary petitions for relief under chapter 11 of title 11 of the United States Code. The Debtors have filed various motions seeking various types of "first day" relief (collectively, the "First Day Motions") to allow the Debtors to meet necessary obligations and fulfill their duties as debtors in possession and preserving value for all of the Debtors' stakeholders. I am familiar with the contents of each First Day Motion and believe that the relief sought therein constitutes a critical element in achieving a successful reorganization of Clover, is necessary to enable the Debtors to operate in chapter 11 with minimal disruption or loss of productivity and value, and best serves Clover's estates and creditors' interests. The facts set forth in each First Day Motion are incorporated herein by reference.

[6] I am generally familiar with the Debtors' day-to-day operations, business and financial affairs, and books and records. Except as otherwise indicated, all facts in this declaration are based upon my personal knowledge, my

Part I: Clover's Corporate History.

A. Company History.

14. Clover began operating in 1996 in the small town of Marseilles, Illinois, selling used printer cartridges out of a home garage. At the time, the printer supply industry was in its infancy and there were no after-market alternatives to expensive OEM repair parts and services for industrial printers. Through continual growth and acquisitions, Clover evolved from a printer cartridge reseller to an international after-market supply chain manager. By 2005, Clover had expanded to Singapore and Vietnam, and made several appearances on the *Inc. Magazine* list of 500 fastest growing privately held companies in the United States, rising as high as number 34.

15. Clover launched its Wireless Business in 2012 through a series of competitor acquisitions, including Valu Tech Outsourcing, LLC ("Valu Tech"). The acquisition of Valu Tech provided Clover with a foundation of skilled employees, remanufacturing facilities, and an existing phone repair operation. Clover leveraged its new, diversified businesses to obtain significant service contracts with two of the largest tier-1 wireless phone service carriers in North America, and leveraged the Wireless Business's expanded technical capabilities to provide services to an expansive range of popular mobile phone OEMs.

16. Between 2010 and 2014, Clover acquired fifteen companies across the Imaging and Wireless Business platforms. During this round of acquisitions, Clover established its Telecom Business, expanding into its third high-growth industry. The Telecom Business supplied telecom

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discussions with other members of the Debtors' management team and advisors, my review of relevant documents and information concerning the Debtors' operations, financial affairs, and restructuring initiatives, or my opinions based upon my experience and knowledge. I am over the age of 18 and authorized to submit this declaration on behalf of the Debtors. If called upon to testify, I could and would testify competently to the facts set forth in this declaration.

hardware and engineering services to data, cable, and wireline network customers in over 80 countries. To meet increased demand for its three business segments, Clover opened the second largest technology remanufacturing facility in North America. By 2014, Clover had grown from a small town garage to a worldwide enterprise with revenues exceeding $1.0 billion.

Part II: Circumstances Leading to These Chapter 11 Proceedings.

A. Industry Challenges.

17. Despite Clover's historical successes, macroeconomic trends in the printing supply and technology device industries and Clover's unsustainable capital structure led Clover to explore strategic alternatives as early as 2016. The Imaging Business was experiencing depressed demand for its services due to an increase in digital (as opposed to print) content, as well as increased competition from foreign vendors and remanufacturers that cut corners on quality and labor to decrease overhead costs. In addition, OEMs in the mobile phone industry with influence over many of the Wireless Business's customers implemented restrictive policies that favored use of OEM replacement parts. These policies led to structural changes in the wireless device market that impacted the Wireless Business's ability to provide its remanufacturing services at efficient margins.

B. Comprehensive Sale Process.

18. In light of these challenges, in 2016, Clover retained Morgan Stanley to market the entire Clover enterprise. Clover entered into advanced negotiations with a potential foreign purchaser, but interest was otherwise limited. Clover ultimately terminated negotiations due to U.S. regulatory hurdles and discontinued this comprehensive sale process in December 2016.

C. Telecom Sale and Internal Reorganization.

19. Clover pivoted to exploring standalone sales of each of its businesses. In February 2017, Clover engaged BG Strategic Advisors to sell the Telecom Business. The Telecom Business was sold to a strategic purchaser on March 15, 2018.

20. After selling the Telecom Business, Clover refocused its strategy towards optimizing efficiencies in each of its operational segments. To better address the distinct operational needs within each business, Clover separated the Imaging Business and Wireless Business into separate operating units, each with their own business plan, management teams, and operational facilities.

D. Operational Changes to the Wireless Business.

21. In 2017, Clover hired a new Wireless Business management team to address inefficiencies and streamline its operations. The management team immediately repositioned Clover's workforce, introduced automation and triage software, and increased resources to track and improve inefficient supply chain processes. Once short-term performance was stabilized, the management team quickly went to work on three main initiatives: (a) improving the speed and quality of services; (b) increasing buybacks and resales; and (c) diversifying Clover's customer base.

22. To further its goal of improving speed and quality, Clover instituted several processes, including halting its reliance on parts from foreign manufacturers. Prior to 2017, Clover purchased a majority of its replacement parts from foreign suppliers, usually at a discount, which created unforeseen issues with device quality and repair efficiency. Many of these parts were of low quality or unusable, resulting in delays and low-quality output. To address this issue, Clover's management team began purchasing whole consumer and technology devices and repurposing used parts in other devices. These operational changes allowed for more predictability and control

over Clover's supply chain, and enabled the Wireless Business to comply with the higher quality benchmarks required by its customers.

23. Further, Clover sought to address the wide margins in the Wireless Business's buyback and resale program for mobile phones. Using proprietary valuation and sorting capabilities, Clover began to purchase devices in bulk, provide simpler reclamation services, and resell the devices for profit. By instituting this "light-touch" reclamation process, Clover realized improved returns, and, beginning in 2017, Clover increased the proportion of its operations involved in buyback and resale.

24. Most importantly, Clover maneuvered dynamic shifts in the market by strategically acquiring competitors that would help fortify Clover's business model and diversify its customer base. In November 2018, Clover acquired Technology Solutions & Services, Inc. ("TSSI"), recognizing that this company had the potential to further expand the Wireless Business's range of after-market services and decrease Clover's dependence on mobile phone customers. Through TSSI, Clover applied its industry-leading business model and reclamation services to the laptop and tablet repair market, providing Clover additional diversification and extended market reach.

E. First Imaging Sale Process.

25. Feedback from the comprehensive sale process had indicated interest in the Imaging Business. In March 2018, Clover engaged Lincoln to conduct a sale process for the Imaging Business on a standalone basis. After a broad marketing process, Clover engaged in detailed discussions with a potential buyer. Clover ultimately determined not to consummate a sale with this purchaser and discontinued its initial Imaging Business sale process at the end of 2018.

F. 2019 Refinancing Efforts.

26. After initial difficulties in its first attempt to sell the Imaging Business, Clover turned to other avenues to address its capital structure. In February 2019, Clover engaged investment banks UBS and Bank of America Merrill Lynch to advise Clover on potential term loan refinancing options. After months of negotiations, Clover did not obtain an actionable refinancing commitment and terminated its refinancing efforts in May 2019.

G. Loss of Major Customers.

27. In April and June of 2019, Clover lost major customers of both its Wireless and Imaging Businesses. Due to new OEM policies, a leading wireless service carrier and key customer of the Wireless Business announced it would shift its process for procuring after-market devices for its subscriber base. The carrier restricted the key replacement components that could be used to repair mobile phones to those that could be proven to have been reclaimed from phones already in circulation. To comply with this new policy, the carrier informed Clover that it would sole-source all older model replacement phones from an OEM, and split the sourcing of newer model replacement phones between the OEM and used phones purchased (as opposed to repaired) from remanufacturers like Clover. In addition, a major Imaging Business customer announced that it would sole-source certain printer supply products from an OEM, rather than use Clover for its remanufacturing services.

H. Lender Discussions.

28. On the heels of these major customer losses, as well as the increasing unsustainability of Clover's capital structure, Clover engaged Kirkland and Jefferies to seek a comprehensive solution. Clover's board of directors also appointed Neal Goldman to its board.[7]

29. Clover proactively published a private lender update on July 9, 2019, to alert lenders to the recent contract losses and encourage organization of the lenders. Following the announcement, and throughout July and August 2019, Clover actively shared confidential information with the lenders' advisors and fostered a dialogue regarding a potential restructuring. Over the following months, Clover and the lenders held several meetings with both advisors and principals to discuss available alternatives and Clover's performance, including go-forward business plans, the potential Imaging Sale, and the potential Teleplan Acquisition. Following these negotiations, on November 21, 2019, Clover, the Consenting Term Loan Lenders, and the Consenting Sponsors entered into the Restructuring Support Agreement (attached hereto as **Exhibit C**), as described below.

I. The 2019 Imaging Sale.

30. Clover and Lincoln began to re-engage with certain potential parties throughout May and June 2019 regarding continued interest in purchasing the Imaging Business. In July 2019, Clover received three non-binding indications of interest from potential purchasers. On August 29, 2019, Clover, in consultation with the Consenting Term Loan Lenders, entered into an exclusivity agreement with NEP. After additional arm's length negotiations between Clover and NEP, Clover agreed to sell the Imaging Business to NEP on November 21, 2019. On the same

[7] Mr. Goldman engaged Cooley LLP as legal counsel to lead an investigation regarding interested party issues. In addition, the board of directors delegated to Mr. Goldman the authority to review and act upon conflicts matters related to any upcoming transactions.

day, Clover and NEP received HSR approval for the Imaging Sale. In connection with the Imaging Sale, Clover received an opinion from Stout Risius Ross, LLC that the consideration Clover received for the Imaging Business constituted reasonably equivalent value and was fair, from a financial point of view, to the equityholders and creditors of Clover. The Imaging Sale ultimately closed on December 16, 2019, for a purchase price of $215.0 million. The definitive documents also included certain releases, negotiated at arm's length and in good faith, of both NEP and Clover.

31. The Imaging Sale resulted in estimated net cash to the Debtors of approximately $198 million after adjustments and transaction costs, a portion of which was used by Clover to pay down its term loan debt obligations. The sale leaves Clover as a more streamlined and focused company, better positioned to serve its customer base and grow its go-forward business.

J. The Teleplan Acquisition.

32. In 2019, Clover sought to increase the scale and capabilities of its Wireless Business. Clover explored the possibility of acquiring Teleplan to expand into international markets and to service customers with multinational contracts. While Clover and Teleplan offer similar services, Teleplan offers its services to leading blue-chip customers, a new customer base for Clover.

Teleplan Geographic Reach

33. Clover fully recognized the growth potential presented by Teleplan, a company that, though experiencing a period of financial stress, had the breadth and scale to fuel Clover's vision for growth. A combination would also present opportunities to streamline inefficiencies and consolidate redundant production sites. Moreover, the combination of these businesses will reduce Clover's exposure to powerful OEMs in the market by diversifying the its customer base. Further, Teleplan has an experienced management team that has proven experience successfully integrating acquisitions and achieving identified synergies. Clover believes they will begin to achieve these synergies almost immediately.

34. After an extensive diligence process and discussions with both their advisors and the Consenting Term Loan Lenders, on November 14, 2019, Clover executed definitive agreements to acquire Teleplan. The Teleplan Acquisition ultimately closed on December 4, 2019.

Part III: The Debtors' Operations.

A. The Debtors' Operations.

35. After the Imaging Sale, the Debtors' operations include only those of the Wireless Business and its affiliated non-debtor businesses. Through its Wireless Business, Clover utilizes

high-tech repair capabilities and proprietary industry expertise to provide service to various customers in the consumer and technology device industries. In addition, Clover purchases and resells devices directly to and from customers. Clover's current operations include (1) remanufacturing and (2) buyback and resale programs.

1. Remanufacturing.

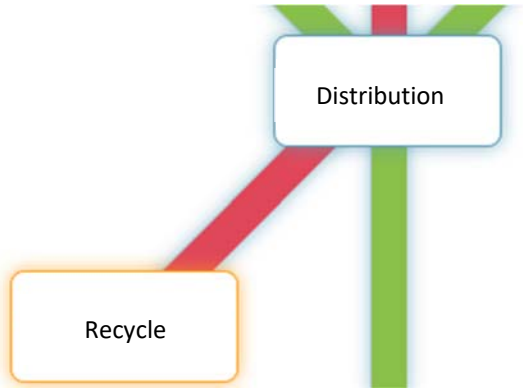
36. Clover's remanufacturing operations include the recovery, sorting and valuation, refurbishment, and distribution of devices.

37. ***Recovery.*** Clover provides custom and turnkey device recovery services to assist customers with aggregating used devices for repair, recycle, or resale. Clover collects devices returned directly by end-users, through insurance and warranty claims, and from institutional customers. Recovery services are offered on an order-by-order basis or can be vertically integrated with the customer's supply chain. Based on proprietary metrics, Clover is able to forecast device returns and integrate Clover's services with the timing demands of customers.

38. ***Sorting and Valuation.*** After devices are recovered, Clover uses component-level testing on recovered devices, evaluating them for condition and reparability. Clover sorts and

catalogues tested devices and integrates them into the next applicable process, whether it be remanufacturing, remarketing, or recycling. Devices in need of, or under contract for, repairs are moved to remanufacturing assembly lines to be refurbished to OEM, insurance, or warranty standards. Devices in finished condition are minimally processed or repackaged as inventory for the appropriate customer or sale. Devices beyond economic repair are recycled by Clover or returned to the customer.

39. ***Refurbishment.*** Clover facilities utilize manual and automated remanufacturing lines to refurbish devices to like-new or OEM quality standards. Clover remanufacturing facilities utilize state of the art lifecycle labs for device testing and triage, class 100 clean rooms to test and repair processors, anodizing facilities to fix surface damage and reapply coloring, LCD reclamation and UV curing silk screens to mend screens and corresponding lights, and pad printing to restore logos and graphics. Given Clover's vast capabilities, Clover consistently exceeds OEM quality benchmarks for refurbished devices. Clover also prides itself on implementing environmentally friendly and certified refurbishing techniques to minimize its environmental footprint.



40. ***Distribution.*** After recovery, sorting, and remanufacturing as necessary, Clover offers distribution services to redistribute and remarket devices to its customers, or back into the marketplace using its worldwide distribution network. Clover's global footprint enables time-specific delivery nearly anywhere in the world.

2. Buyback and Resale.

41. Clover also purchases devices directly from customers through strategic trade-in and buyback partnerships. These partnerships provide reciprocal benefits—as Clover maximizes return to customers by directly purchasing used devices in bulk, which are then resold at a profit. Each batch of devices is put through Clover's sorting and valuation process to calculate the minimum input required for maximum resale value. Clover's unique ability to aggregate used devices and perform efficient reclamation services enables Clover to reinsert products into customers' ecosystems faster than any of its competitors.

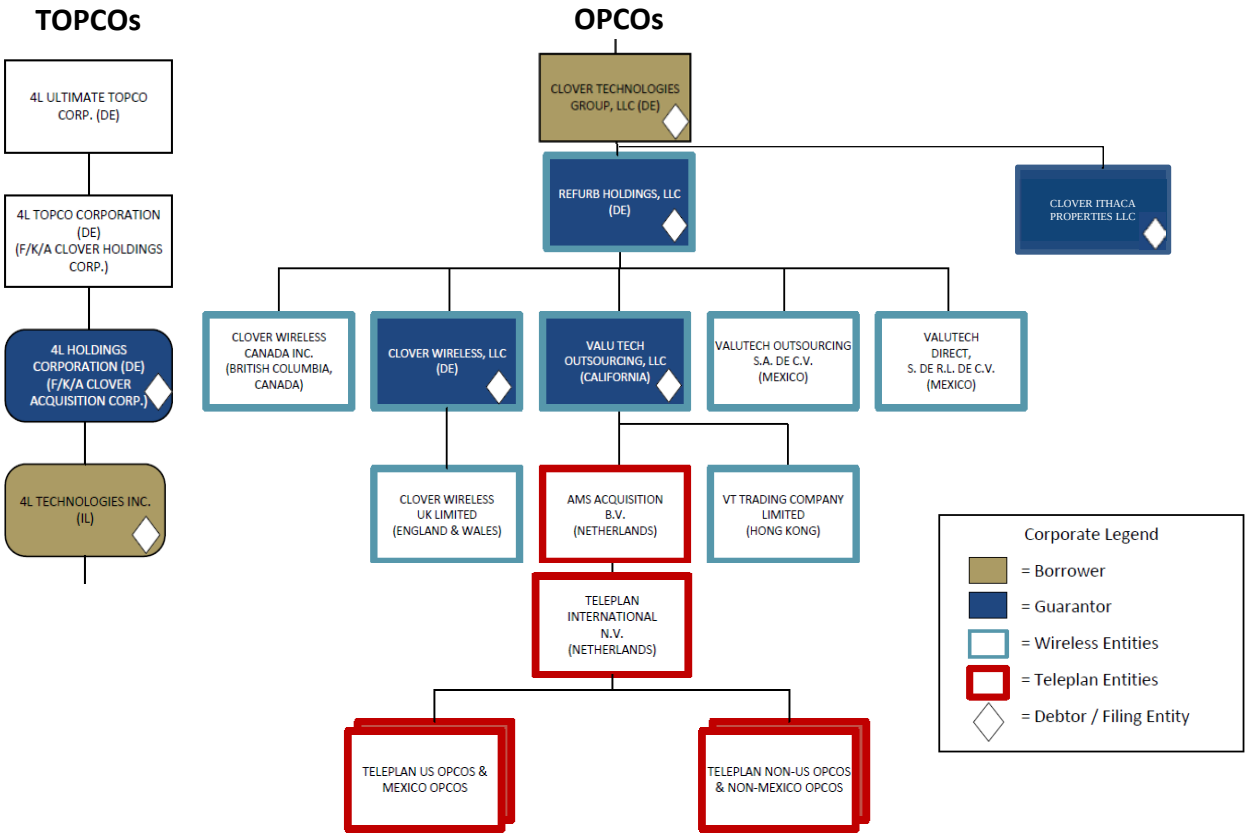
B. Clover's Workforce.

42. Clover's dedicated and skilled employees form the backbone of its operations. As of the Petition Date, Clover employs over 9,100 employees, of which approximately 100 are employed by the Debtors and the remaining are employed by non-debtor affiliates.

Part IV: The Debtors' Prepetition Corporate and Capital Structure.

A. Clover's Corporate Structure.

43. As set forth on the corporate structure chart attached hereto as **Exhibit B**, Clover currently owns, directly or indirectly, each of Clover's eight Wireless Business subsidiaries and 44 additional Teleplan entities. A simplified version of Clover's corporate structure is illustrated below:



B. The Debtors' Capital Structure.

1. The Term Loan Credit Agreement.

44. The Debtors' funded debt obligations arise under that certain credit agreement dated as of May 8, 2014.[8] On July 18, 2014, the Debtors entered into an amendment to the Term Loan Credit Agreement to, among other things, provide additional funding in the form of incremental term loans in an aggregate principal amount of $110 million.

45. The obligations arising under the Term Loan Credit Agreement are secured by (a) substantially all of the assets of the Borrowers (as defined in the Term Loan Credit Agreement); (b) 100% of the equity interests of the Borrowers; and (c) 100% of the equity interests of each direct subsidiary of any of the Borrowers (but limited to 65% of voting equity interest in the case of certain excluded subsidiaries). As of the Petition Date, and immediately after the $192.6 million paydown with proceeds from the Imaging Sale, Clover had approximately $447.9 million in aggregate funded-debt obligations.

2. Equity Interests in Clover.

46. As of the Petition Date, the Debtors' ultimate parent had approximately 1,712,233 shares of common stock outstanding, of which approximately 68.35% is indirectly held by Golden Gate Capital and by certain co-investors, including JP Capital Partners, approximately 21.29% is held by Clover's current and former management, including Clover's Chairman Jim Cerkleski and associated trusts, and approximately 10.36% is more widely dispersed among legacy interest holders.

[8] The "Term Loan Credit Agreement" and the loans thereunder the "Term Loans" by and among 4L Holdings Corporation, as holdings, Clover Technologies Group, LLC and 4L Technologies Inc., as borrowers, the lenders thereto from time to time, and Wilmington Savings Fund Society, FSB, as administrative agent (as successor to Bank of America, N.A., the "Term Loan Agent").

C. Proposed Restructuring.

47. Pursuant to the Plan and the Restructuring Support Agreement, the Debtors will equitize all but $80 million of the Term Loans for 100% of the equity in the reorganized Debtors. The Restructuring Support Agreement also provides for a return to holders of equity interests in the Debtors' in the form of warrants for 5% of the reorganized equity. Allowed general unsecured claims will remain unimpaired and "ride through" these chapter 11 cases, ensuring that these chapter 11 cases will have a minimal impact on the Debtors' operations and their key business partners.

48. In addition to delivering overwhelming support across the capital structure, the Restructuring Support Agreement and Plan contemplate that the Debtors will retain sufficient cash both during and after emerging from these chapter 11 cases. The Debtors and the Consenting Term Loan Lenders agreed to a proposed form of order for the consensual use of cash collateral, the form of new take-back term loans, and an exit financing facility process to ensure that the Debtors have sufficient liquidity to successfully operate their business upon emergence.

49. The Debtors filed the Plan on the first day of these chapter 11 cases with the goal of moving swiftly. Indeed, the expedited nature of these chapter 11 cases—together with the expected lower administrative expenses as compared to a longer case—is one of the cornerstones of the compromise with their creditors embodied in the Restructuring Support Agreement. Further, the Debtors operate in a fast-paced, dynamic technology services market. An efficient solicitation and Plan confirmation process will send a signal to the Debtors' customers that the Debtors have a valuable business that will continue to operate on an ordinary course basis. Moreover, this expedient timeline will allow the Debtors and their non-debtor affiliates to continue to integrate Teleplan and to expand the Debtors' operations globally. As parties to the Restructuring Support

Agreement, the Debtors, the Consenting Term Loan Lenders, and the Consenting Sponsors all agree that this timeline will maximize the value of the Debtors' estates.

50. Accordingly, contemporaneously herewith, the Debtors filed the *Debtors' Motion for Entry of an Order (I) Scheduling a Combined Disclosure Statement Approval and Plan Confirmation Hearing, (II) Approving the Solicitation Procedures and Dates, Deadlines, and Notices Related thereto, (III) Directing that a Meeting of Creditors Not Be Convened, and (IV) Waiving the Requirement of Filing Statements of Financial Affairs and Schedules of Assets and Liabilities* (the "Scheduling Motion") that seeks an order setting dates and deadlines in connection with confirmation of the Plan and approval of the related Disclosure Statement that are consistent with the agreed-to milestones and do not require modification of any statutory notice periods. Specifically, the Scheduling Motion proposes the following schedule:

Event	**Date**
Voting Record Date	December 13, 2019
Commencement of Prepetition Solicitation	December 13, 2019
Petition Date	December 16, 2019
Mailing of Combined Hearing Notice Date	One business day, or as soon as reasonably practicable, after entry of an order approving this motion
Initial Plan Supplement Deadline	January 8, 2020, at 5:00 p.m., prevailing Eastern Time, or such other date as the Court may direct
Voting Deadline	January 15, 2020, at 11:59 p.m., prevailing Eastern Time

Event	**Date**
Confirmation Objection Deadline	January 15, 2020, at 5:00 p.m., prevailing Eastern Time, or such other date as the Court may direct
Reply Deadline	January 17, 2020, at 4:00 p.m., prevailing Eastern Time, or such other date as the Court may direct
Combined Hearing	January 21, 2020, or such other date as the Court may direct

51. The Plan provides the Debtors with a manageable capital structure that will allow the Debtors to implement a go-forward business strategy without the overhang of their historical leverage profile. The Consenting Term Loan Lenders have agreed to support the Plan and its swift confirmation (including agreeing to the payment in full of all general unsecured creditors, despite having a senior priority), and affording necessary liquidity through the consensual use of cash collateral to fund these cases. These cases demonstrate that early coordination can, in fact, yield value maximizing results in all stakeholders' best interests.

Part V: Evidentiary Support for First Day Motions.[9]

52. Contemporaneously herewith, Clover has filed a number of First Day Motions seeking orders granting various forms of relief intended to stabilize Clover's business operations, facilitate the efficient administration of these chapter 11 cases, and expedite a swift and smooth restructuring of the Debtors' balance sheet. The First Day Motions include the following:

- *Debtors' Motion for Entry of an Order Directing Joint Administration of Chapter 11 Cases*;
- *Debtors' Motion Seeking Entry of an Order Authorizing the Debtors to (I) File a Consolidated List of Creditors in Lieu of Submitting a Separate Mailing*

[9] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the respective First Day Motions.

Matrix for Each Debtor, (II) File a Consolidated List of the Debtors' Thirty Largest Unsecured Creditors, (III) Redact Certain Personal Identification Information for the Debtors' Employees and European Member Countries' Citizens, and (IV) Limiting Notice Required Under Bankruptcy Rule 2002;

- *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* ;

- *Debtors' Motion for Entry of Interim and Final Orders Authorizing the Debtors to (I) Continue to Operate Their Cash Management System, (II) Maintain Existing Business Forms, and (II) Perform Intercompany Transactions*;

- *Debtors' Motion for Entry of Interim and Final Orders Authorizing the Debtors to (I) Pay Prepetition Employee Wages, Salaries, Other Compensation, and Reimbursable Expenses and (II) Continue Employee Benefits Programs*;

- *Debtors' Motion for Entry of Interim and Final Orders Authorizing the Payment of Certain Prepetition Taxes and Fees*;

- *Debtors' Motion for Entry of Interim and Final Orders Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock*;

- *Debtors' Motion for Entry of Interim and Final Orders (I) Determining Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services, and (III) Approving the Debtors' Proposed Procedures for Resolving Adequate Assurance Requests*;

- *Debtors' Motion for Entry of Interim and Final Orders Authorizing the Debtors to Maintain and Administer Their Existing Customer Programs and Honor Certain Prepetition Obligations Related Thereto*;

- *Debtors' Motion for Entry of an Order Authorizing Payment of Certain Prepetition Claims in the Ordinary Course of Business*;

- *Debtors' Motion for Entry of Interim and Final Orders Authorizing the Debtors to (I) Pay Their Obligations Under Prepetition Insurance Policies, (II) Continue to Pay Certain Brokerage Fees, (III) Renew, Supplement, Modify, or Purchase Insurance Coverage, and (IV) Enter Into New Financing Agreements in the Ordinary Course of Business;* and

- *Debtors' Application for Appointment of Stretto as Claims and Noticing Agent*

53. The First Day Motions seek authority to, among other things, obtain postpetition financing, honor employee-related wages and benefits obligations, pay claims of vendors and suppliers to ensure that the Debtors' business operations are not disrupted by these prepackaged chapter 11 cases, and continue the Debtors' cash management system and other operations in the ordinary course of business with as minimal interruption as possible on account of the commencement of these chapter 11 cases. The Debtors have tailored their requests for immediate relief to those circumstances where the failure to receive such relief would cause immediate and irreparable harm to the Debtors and their estates. I believe an immediate and orderly transition into chapter 11 is critical to the viability of their operations and that any delay in granting the relief described below could hinder the Debtors' operations and cause irreparable harm. Furthermore, the failure to receive the requested relief during the first twenty-one days of these chapter 11 cases would severely disrupt the Debtors' operations at this important juncture.

54. I am familiar with the content and substance contained in each First Day Motion and believe that the relief sought in each motion (a) is necessary to enable the Debtors to operate in chapter 11 with minimal disruption or loss of productivity and value, (b) constitutes a critical element of the Debtors' successful reorganization, and (c) best serves the Debtors' estates and lenders' interests. I have reviewed each of the First Day Motions and the facts set forth therein are true and correct and incorporated herein in their entirety by reference. If asked to testify as to the facts supporting each of the First Day Motions, I would testify to the facts as set forth in such motions. A description of the relief requested in and the facts supporting the First Day Motions is set forth in **Exhibit A** attached hereto and incorporated herein by reference.

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

Dated: December 17, 2019

/s/ *Andrew Buck*

Name: Andrew Buck
Title: Chief Financial Officer
Clover Wireless, LLC

Exhibit A

Evidentiary Support for First Day Motions

EVIDENTIARY SUPPORT FOR FIRST DAY MOTIONS[1]

Administrative and Procedural Motions

A. Debtors' Motion for Entry of an Order Directing Joint Administration of Chapter 11 Cases (the "Joint Administration Motion").

1. The Debtors have filed several purely administrative or procedural First Day Pleadings, including a motion to jointly administer the Debtors' bankruptcy cases. As in many large chapter 11 cases that are jointly administered, the Debtors' operations are integrated by nature, and each of the Debtors are liable for the Debtors' funded debt. Joint administration of these chapter 11 cases will provide significant administrative convenience without harming the substantive rights of any party in interest.

B. Debtors' Motion Seeking Entry of an Order Authorizing the Debtors to (I) File A Consolidated List of Creditors in Lieu of Submitting A Separate Mailing Matrix for Each Debtor, (II) File a Consolidated List of the Debtors' Thirty Largest Unsecured Creditors, (III) Redact Certain Personal Identification Information for the Debtors' Employees and European Union Member Countries' Citizens, and (IV) Limiting Notice Required Under Bankruptcy Rule 2002 (the "Creditor Matrix Motion").

2. Pursuant to the Creditor Matrix Motion, the Debtors seek entry of an order authorizing the Debtors to: (a) file a consolidated list of creditors in lieu of submitting a separate mailing matrix for each Debtor; (b) file a consolidated list of the Debtors' 30 largest unsecured creditors in lieu of filing lists for each Debtor; (c) redact certain personal identifiable information for the Debtors' individual creditors and interest holders, employees and European Union member countries' citizens; and (d) limit notice required under rule 2002 of the Bankruptcy Rules.

3. The preparation of separate lists of creditors for each debtor would be expensive and time consuming. To alleviate this issue, the Debtors have requested to file a consolidated

[1] Capitalized terms used but not defined herein have the meanings given to them in the applicable First Day Motion.

creditor matrix. Specifically, the seven Debtors have approximately 400 creditors in the aggregate. Therefore, filing a list of the largest 30 creditors will help alleviate administrative burdens, costs, and the possibility of duplicative service given that many of the Debtors' creditors significantly overlap.

4. The list of creditors may include personally identifiable information of Debtors' employees and European Union member countries' citizens, which could be used to perpetrate identity theft if disclosed publicly. To prevent any harm to creditors as a result of identity theft and to avoid disclosure of otherwise private information, the Debtors request sealing of personally identifiable information in the creditor matrix.

5. The Debtors have made and will continue to make reasonable, good faith efforts to determine appropriate notice addresses for creditors. However, despite such diligence, the Debtors may not be able to identify notice addresses for all creditors. Accordingly, the Debtors request limiting the notices required under Bankruptcy Rule 2002 to those creditors for which the Debtors are able to determine notice addresses after expending reasonable, good faith efforts would be appropriate.

C. Debtors' Application for Appointment of Stretto as Claims and Noticing Agent (the "Claims Agent Application").

6. The Debtors have also requested the approval of a services agreement between the Debtors and Stretto,[2] and the Debtors' retention and employment of Stretto as claims and noticing agent for the Debtors in lieu of the Clerk of the United States Bankruptcy Court for the District of Delaware. The Debtors anticipate that there will be thousands of entities to be noticed in these cases. It is my understanding that, in view of the number of anticipated claimants and the

[2] The Claims Agent Application is supported by a separate declaration of Angela Tsai of Stretto.

complexity of the Debtors' businesses, the appointment of the Claims and Noticing Agent is both necessary and in the best interests of the Debtors' estates and their creditors because the Debtors will be relieved of the burdens associated with Claims and Noticing Services.

Operational Motions

D. Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief (the "Cash Collateral Motion").

7. Pursuant to the Cash Collateral Motion, the Debtors seek entry of interim and final orders (a) authorizing postpetition use of cash collateral, (b) granting adequate protection to the secured parties, (c) modifying the automatic stay, (d) scheduling a final hearing, and (e) granting related relief.

8. As of the Petition Date, the Debtors' outstanding funded indebtedness consists of approximately $644.1 million of obligations arising under that certain Credit Agreement dated as of May 8, 2014, the Company as borrowers, the lenders party thereto, and Agent entered into the Term Loan Facility, which is secured by all Property (as defined in the Credit Agreement) and interests in Property and proceeds thereof now owned or thereafter acquired by any Credit Party, any of their respective Subsidiaries and any other Person who has granted a Lien to Agent, in or upon which a Lien is granted or purported to be granted now or thereafter exists in favor of any Lender or Agent for the benefit of Agent, Lenders and other Secured Parties, whether under the Credit Agreement or under any other documents executed by such persons and delivered to Agent. The Term Loan Facility matures on May 8, 2020 and was originally incurred in the amount of $715 million. On July 18, 2014, pursuant to a First Amendment and Incremental Joinder

Agreement, the Borrowers added an incremental Term Loan facility in an aggregate principal amount of $110 million.

9. The Debtors use cash on hand and cash flow from operations to fund their working-capital needs, capital expenditures, and for other general corporate purposes. A significant portion of the Prepetition Collateral includes accounts receivables and related assets and proceeds thereof, on which the Secured Parties have liens. The use of these funds is vital to the Debtor's emergence from these chapter 11 cases as a reorganized business enterprise.

10. In the Debtor's business, they regularly rely on the proceeds from their receivables and other assets in their business operations. Accordingly, the orderly continuation of the Debtors' operations and the preservation of their going concern value is largely dependent upon their ability to regularly convert the Prepetition Collateral into Cash Collateral and use it in their operations. The Debtors also rely on the encumbered cash generated from their operations to fund working capital, capital expenditures, research and development efforts, and for other corporate purposes.

11. During these chapter 11 cases, the Debtors will need current liquidity and collection of prepetition receivables to satisfy payroll, pay suppliers, meet overhead obligations, and make any other payments that are essential for the continued management, operation, and preservation of the Debtors' businesses. The ability to satisfy these expenses as and when due is essential to the Debtors' continued operation of their businesses during the pendency of these cases.

12. Without prompt access to Cash Collateral, the Debtors would be unable to satisfy employee compensation obligations, satisfy trade payables incurred in the ordinary course of business, preserve and maximize the value of their estates, and fund the administration of these chapter 11 cases. This would case immediate and irreparable harm to the value of the Debtor's estates to the detriment of all stakeholders. Making these payments as normal is essential to the continued operation and preservation of the Debtor's business.

13. As part of the Restructuring Support Agreement, the Debtors and Consenting Term Loan Lenders have negotiated the terms of the Debtor's consensual use of Cash Collateral as set forth in the Cash Collateral Motion. Furthermore, this use of Cash Collateral represents a mere continuation of the Debtors' ordinary business practices. The below chart contains a summary of the material terms of the proposed use of Cash Collateral, together with references to the applicable sections of the relevant source documents, as required by Bankruptcy Rule 4001(b).

Summary of Material Terms		**Location**
Parties with an Interest in Cash Collateral Bankruptcy Rule 4001(b)(1)(B)(i)	Wilmington Savings Fund Society, FSB, as Agent for all Term Loan Lenders (collectively, the "Secured Parties").	Preamble, ¶ E ¶ 4
Purposes for Use of Cash Collateral Bankruptcy Rule 4001(b)(1)(B)(ii); Del. Bankr. L.R 4001-2(a)(i)	Subject to the provisions of the Interim Order (including the Carve Out (as defined therein)), and in accordance with the Budget, Cash Collateral may be used during the Specified Period by the Debtors to: (i) finance their working capital needs and for any other general corporate purposes; and (ii) pay related transaction costs, fees, liabilities, and expenses (including all professional fees and expenses) and other administration costs incurred in connection with and for the benefit of these Cases, in each case solely to the extent consistent with the Budget.	¶ 3(b)
Budget Bankruptcy Rule 4001(b)(1)(B)(ii)	On the final business day of each calendar week following entry of the Interim Order beginning with the second full week following the Petition Date, the Debtors will provide the Agent and counsel to the supporting Secured Parties with an updated Budget for the subsequent 13-week period. The initial Budget and each subsequent Budget shall be in form and substance acceptable to the supporting Secured Parties and each such subsequent Budget shall be deemed to constitute the "Budget" for purposes of the Interim Order unless counsel to the	¶ 4(e)

Summary of Material Terms		Location
	supporting Secured Parties has notified counsel for the Debtors in writing within five (5) business days following delivery thereof to the contrary. In the event of such notification, the prior approved Budget shall remain in full force and effect. On the final business day of each calendar week following entry of the Interim Order beginning with the second full week following the Petition Date, the Debtors will also provide to the Agent and counsel to the supporting Secured Parties a Budget variance report/reconciliation (the "Budget Variance Report") setting forth in reasonable detail actual cash receipts and disbursements for the prior week for both the Debtors (collectively, and including, for the avoidance of doubt, the Valu Tech Non-Debtor Affiliates the "Debtor Group"), and the Debtors' non-Debtor affiliates (collectively, the "Non-Debtor Group") and all variances, in each case on both an individual line item basis and an aggregate basis, as compared to the previously delivered Budget on a cumulative weekly basis commencing with the second full week after the Petition Date, together with a statement confirming compliance with the Budget Covenants set forth below. The Budget Variance Report shall include an explanation, in reasonable detail, of any material variance. The Debtors shall ensure that at no time any of the following occur (collectively, the "Budget Covenants"): (i) a positive variance of ten percent (10%) or more from the aggregate of operating disbursements, as set forth in the Budget, to be tested and reported on a weekly basis, with the initial testing date occurring (x) with respect to the Debtor Group, on the second full week following the Petition Date and (y) with respect to the Non-Debtor Group, on the fourth full week following the Petition Date; (ii) a negative variance of fifteen percent (15%) (or, beginning on the fourth full week following the Petition Date, ten percent (10%)) or more from the total receipts , as set forth in the Budget, to be tested and reported on a weekly basis, with the initial testing date occurring (x) with respect to the Debtor Group, on the second full week following the Petition Date and (y) with respect to the Non-Debtor Group, on the fourth full week following the Petition Date; or (iii) any Debtor makes any disbursement not contemplated by the Budget (after giving effect to the foregoing variances, and including any transfers of cash from any Debtor to any member of the Non-Debtor Group not expressly authorized under the Budget) without the prior written consent of the supporting Secured Parties.	
Termination Date Bankruptcy Rule 4001(b)(1)(B)(iii); Del. Bankr. L.R. 4001-2(a)(ii)	The Debtors are authorized to use Cash Collateral in accordance with the Budget for the period (the "Specified Period") from the Petition Date through the date which is the earliest to occur of (i) the expiration of the Remedies Notice Period (as defined in the Interim Order), (ii) the effective date of a confirmed chapter 11 plan in the Cases, and (iii) the date that is three (3) months after the Petition Date.	¶ 3(a)
Termination Events/ Events of Default Bankruptcy Rule 4001(b)(1)(B)(iii); Del. Bankr. L.R. 4001-2(a)(ii)	The occurrence and continuance of any of the following events, unless waived in writing by the Agent (acting at the direction of the requisite Secured Parties), shall constitute an event of default (collectively, the "Events of Default"): • the Debtors shall have filed a motion seeking to create any postpetition liens or security interests, other than those granted or	¶ 8

Summary of Material Terms		Location
	permitted pursuant to the Interim Order or approved by the Agent (acting at the direction of the requisite Secured Parties) in writing; • the Debtors shall have filed a disclosure statement or chapter 11 plan that is not reasonably acceptable to the Agent (acting at the direction of the requisite Secured Parties); • the entry of a final order by the Court, other than the Interim Order or the Final Order, granting relief from or modifying the automatic stay of section 362 of the Bankruptcy Code (i) to allow any creditor to execute upon or enforce a lien on or security interest in any Collateral, or (ii) with respect to any lien of or the granting of any lien on any Collateral to any state or local environmental or regulatory agency or authority, except as approved by the Agent in writing; • the Court shall enter an order approving any claims for recovery of amounts under section 506(c) of the Bankruptcy Code or otherwise arising from the preservation of any Collateral; • the Debtors shall support, commence, or join as an adverse party in any suit or other proceeding against the Agent or any of the Secured Parties relating to the Term Loan Obligations or the Collateral, including any proceeding seeking to avoid or require repayment of any payments to the Agent or any supporting Secured Party hereunder; • the reversal, amendment, supplement, vacatur, or modification of the Interim Order without the express prior written consent of the Agent (acting at the direction of the requisite Secured Parties); • the dismissal of any of these Cases or conversion of any of these Cases to cases under chapter 7 of the Bankruptcy Code, or appointment of a trustee, receiver, interim receiver or manager, or appointment of a responsible officer or examiner with enlarged powers in any of these Cases (having powers beyond those set forth in Bankruptcy Code sections 1106(a)(3) and (4)); • the Debtors' exclusive right to file and solicit acceptances of a plan of reorganization is terminated or terminates; • the failure to make any material payments as set forth herein when due and such failure shall remain unremedied for more than five (5) business days after receipt by the Debtors of written notice thereof from the Agent; • the failure by the Debtors to perform, in any material respect (or, in the case of Paragraph 3(c) and the Budget Covenants in Paragraph 4(d), in all respects), any of the terms, provisions, conditions, or obligations under the Interim Order; and • the occurrence of any termination event set forth in Section 12 (other than a termination pursuant to Sections 12.02(c) or 12.05 thereof) of Restructuring Support Agreement.	
Adequate Protection Bankruptcy Rule 4001(b)(1)(B)(iv); Del.	The adequate protection provided to the Administrative Agent and the Secured Parties, includes:	¶ 4

Summary of Material Terms		Location
Bankr. L.R. 4001-2(a)(i)(B)	• **Adequate Protection Liens**: As adequate protection of the interests of the Secured Parties in the Prepetition Collateral against any Diminution in Value of such interests, pursuant to sections 361 and 363(e) of the Bankruptcy Code, the Debtors are authorized to, and as of entry of the Interim Order are deemed to have granted, to the Agent, for the benefit of itself and each of the Secured Parties, additional and replacement continuing, valid, binding, enforceable, non-avoidable, and automatically perfected postpetition security interests in and liens on (together, the "Adequate Protection Liens**"**) all of each Debtor's presently owned or hereafter acquired property and assets, whether such property and assets were acquired by such Debtor before or after the Petition Date, of any kind or nature, whether real or personal, tangible or intangible, wherever located, including, without limitation, all inventory, accounts receivable, general intangibles, payment intangibles, chattel paper, contracts, real and personal property, leaseholds, property, plants, fixtures and machinery and equipment, vehicles, vessels, deposit accounts, cash and any investment thereof, letter of credit rights, commercial tort claims, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property and stock of subsidiaries of the Debtors, and the proceeds and products of the foregoing and any accessions thereto (collectively, together with the Prepetition Collateral and the Cash Collateral, the "Collateral"). • **507(b) Claims**: Solely the extent of any Diminution in Value of the interests of the Secured Parties in the Prepetition Collateral, the Agent, on behalf of itself and the Secured Parties, shall be granted, subject only to the payment of the Carve Out, allowed superpriority administrative expense claim pursuant to sections 503(b), 507(a), and 507(b) of the Bankruptcy Code (collectively, the "Superpriority Claim"), which Superpriority Claim shall be an allowed claim against each of the Debtors (jointly and severally), with priority over any and all administrative expenses and all other claims against the Debtors now existing or hereafter arising, of any kind specified in section 503(b) of the Bankruptcy Code, and all other administrative expenses or other claims arising under any other provision of the Bankruptcy Code, including, without limitation, sections 105, 327, 328, 330, 331, 503(b), 507(a) (other than 507(a)(1)), or 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other nonconsensual lien, levy, or attachment. • **Additional Adequate Protection.** 1. **Fees and Expenses**. The Debtors are authorized and directed to pay the reasonable and documented fees, costs, and expenses incurred or accrued of: (i) the Agent; (ii) Blank Rome LLP, as counsel to the Agent, and local counsel retained by the Agent; (iii) Gibson, Dunn & Crutcher LLP and Pachulski Stang Ziehl & Jones, LLP, as counsel to certain supporting Secured Parties; and (iv) Greenhill & Co., LLC, as financial advisor to certain supporting Secured Parties.	

Summary of Material Terms		Location
	2. **Current Cash Payment of Interest**. The Debtors are authorized to pay the Agent (for the ratable benefit of the Secured Parties) adequate protection payments in an amount equal to all accrued and unpaid postpetition interest (including default interest) on account of the Term Loan Obligations, in accordance with the terms of the Credit Agreement. 3. **Reporting**. The Debtors shall comply with the reporting requirements set forth in Paragraph 4(e) of the Interim Order. 4. **Access to Records**. Upon reasonable notice, at reasonable times during normal business hours, the Debtors shall permit representatives, agents, and employees of the Agent and the supporting Secured Parties to have reasonable access to (i) inspect the Debtors' properties and (ii) all information (including historical information and the Debtors' books and records) and personnel, including regularly scheduled meetings as mutually agreed with senior management of the Debtors and other company advisors (during normal business hours), and the Agent and the supporting Secured Parties shall be provided with access to all information they shall reasonably request, excluding any information for which confidentiality is owed to third parties, information subject to attorney client or similar privilege, or where such disclosure would not be permitted by any applicable requirements of law.	
Carve Out Bankruptcy Rule 4001(b)(1)(B)(iii) Del. Bankr. L.R. 4001-2(a)(i)(F)	The Interim Order provides a "Carve Out" of certain statutory fees, allowed professional fees of the Debtors, and Carve Out Reserves, all as detailed in the Interim Order. • Carve Out. The "Carve Out" means the sum of (i) all fees required to be paid to the Clerk of the Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to $75,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses (the "Allowed Professional Fees") incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (the "Debtor Professionals") and the Committee (if any) pursuant to section 328 or 1103 of the Bankruptcy Code (the "Committee Professionals" and, together with the Debtor Professionals, the "Professional Persons") at any time before or on the first business day following delivery by the Agent (acting at the direction of the requisite Secured Parties) of a Carve Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice; and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed $2,000,000 incurred after the first business day following delivery by the Agent of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the "Post-Carve Out Trigger Notice	¶ 10

Summary of Material Terms		Location
	Cap"). For purposes of the foregoing, "Carve Out Trigger Notice" shall mean a written notice delivered by email (or other electronic means) by the Agent (acting at the direction of the requisite Secured Parties) to the Debtors, their lead restructuring counsel, the U.S. Trustee, and counsel to the Committee (if any), which notice may be delivered following the occurrence and during the continuation of an Event of Default and upon termination of the Debtors' right to use Cash Collateral by the Secured Parties, stating that the Post-Carve Out Trigger Notice Cap has been invoked. • Carve Out Reserves. On the day on which a Carve Out Trigger Notice is given by the Agent (acting at the direction of the requisite Secured Parties) to the Debtors with a copy to counsel to the Committee (if any) (the "Termination Declaration Date"), the Carve Out Trigger Notice shall constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the then unpaid amounts of the Allowed Professional Fees. The Debtors shall deposit and hold such amounts in a segregated account in trust to pay such then unpaid Allowed Professional Fees (the "Pre-Carve Out Trigger Notice Reserve") prior to any and all other claims. On the Termination Declaration Date, after funding the Pre-Carve Out Trigger Notice Reserve, the Debtors shall utilize all remaining cash on hand as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the Post-Carve Out Trigger Notice Cap (the "Post-Carve Out Trigger Notice Reserve" and, together with the Pre-Carve Out Trigger Notice Reserve, the "Carve Out Reserves") prior to any and all other claims. All funds in the Pre-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clauses (i) through (iii) of the definition of Carve Out set forth above (the "Pre-Carve Out Amounts"), but not, for the avoidance of doubt, the Post-Carve Out Trigger Notice Cap, until paid in full, and then, to the extent the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, to pay the Agent for the benefit of the Secured Parties, unless the Term Loan Obligations have been indefeasibly paid in full, in cash, in which case any such excess shall be paid to the Debtors' creditors in accordance with their rights and priorities as of the Petition Date. All funds in the Post-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve Out set forth above (the "Post-Carve Out Amounts"), and then, to the extent the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, to pay the Agent for the benefit of the Secured Parties, unless the Term Loan Obligations have been indefeasibly paid in full, in cash, in which case any such excess shall be paid to the Debtors' creditors in accordance with their rights and priorities as of the Petition Date. Notwithstanding anything to the contrary in the Loan Documents, or the Interim Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in this paragraph 10, then, any excess funds in one of the Carve Out Reserves following the payment of the Pre-Carve Out Amounts and Post-Carve Out Amounts, respectively, shall be used to fund the other Carve Out Reserve, up to the applicable amount set forth in	

Summary of Material Terms		Location
	this paragraph 10, prior to making any payments to the Agent or any of the Debtors' creditors, as applicable. Notwithstanding anything to the contrary in the Loan Documents or the Interim Order, following delivery of a Carve Out Trigger Notice, the Agent shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve Out Reserves have been fully funded, but shall have a security interest in any residual interest in the Carve Out Reserves, with any excess paid to the Agent for application in accordance with the Loan Documents. Further, notwithstanding anything to the contrary in the Interim Order, (i) disbursements by the Debtors from the Carve Out Reserves shall not constitute Term Loan Obligations (as defined in the Credit Agreement) or increase or reduce the amount of the Term Loan Obligations, (ii) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out, and (iii) in no way shall the Initial Budget, Budget, Carve Out, Post-Carve Out Trigger Notice Cap, Carve Out Reserves, or any of the foregoing be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors. For the avoidance of doubt and notwithstanding anything to the contrary in the Interim Order or in any Loan Documents, the Carve Out shall be senior to all liens and claims securing the Prepetition Collateral, the Adequate Protection Liens, and the 507(b) Claim, and any and all other forms of adequate protection, liens, or claims securing the Term Loan Obligations. • Payment of Allowed Professional Fees Prior to the Termination Declaration Date. Any payment or reimbursement made prior to the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall not reduce the Carve Out. • No Direct Obligation To Pay Allowed Professional Fees. None of the Agent or any of the Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 Cases or any successor cases under any chapter of the Bankruptcy Code. Nothing in the Interim Order or otherwise shall be construed to obligate the Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement. • Payment of Carve Out On or After the Termination Declaration Date. Any payment or reimbursement made on or after the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for-dollar basis.	
Waiver/Modification of Automatic Stay Bankruptcy Rule 4001(b)(1)(B)(iii)	**Perfection of Adequate Protection Liens**. The automatic stay imposed under section 362(a) of the Bankruptcy Code is modified as necessary to effectuate all of the terms and provisions of the Interim Order, including, without limitation, to: (a) permit the Debtors to grant the Adequate Protection Liens and the Superpriority Claim; (b) permit the Debtors to perform such acts as the Agent may request in	¶¶ 5, 20

Summary of Material Terms		Location
	its reasonable discretion to assure the perfection and priority of the liens granted herein; (c) permit the Debtors to incur all liabilities and obligations to the Agent and the Secured Parties under the Interim Order; and (d) subject to the Carve Out, authorize the Debtors to pay, and the Agent and the Secured Parties to retain and apply, payments made in accordance with the terms of the Interim Order; provided that, during the Remedies Notice Period (as defined herein), the automatic stay under section 362 of the Bankruptcy Code (to the extent applicable) shall remain in effect. **Binding Effect; Successors and Assigns**. Immediately upon entry by the Court (notwithstanding any applicable law or rule to the contrary), the terms and provisions of the Interim Order shall become valid and binding upon and inure to the benefit of the Debtors, the Agent, the Secured Parties, all other creditors of any of the Debtors, the Committee, or any other Court-appointed committee appointed in any Cases, and all other parties in interest and the respective successors and assigns of each of the foregoing, including any chapter 7 or chapter 11 trustee or other fiduciary hereafter appointed or elected for the estates of the Debtors or with respect to the property of the estate of any Debtors in any of these Cases, any Successor Cases, or upon dismissal of any Case or Successor Case. In the event of any inconsistency between the provisions of the Interim Order and the Loan Documents, the provisions of the Interim Order shall govern and control. Any payments to be made by any of the Debtors under any order (including any "first day" order) shall be made in accordance with the Interim Order.	
Stipulations of the Debtors Del. Bankr. L.R. 4001-2(a)(i)(B)	The Interim Order contains certain stipulations by the Debtors, among other things, that: • **Term Loans**. Under that certain credit agreement dated as of May 8, 2014 by and among 4L Holdings Corporation as Holdings, Clover Technologies Group, LLC and 4L Technologies Inc. as Borrower (collectively, the "Borrower"), and the Secured Parties; such credit agreement, as amended, supplemented, or otherwise modified from time to time, the "Credit Agreement", and together with the other "Loan Documents" (as defined in the Credit Agreement), the "Loan Documents"), the Borrowers requested and the Lenders provided term loans (the "Term Loans") in an aggregate principal amount of $715,000,000. • On July 18, 2014, pursuant to a First Amendment and Incremental Joinder Agreement, the Borrowers added an incremental Term Loan facility in an aggregate principal amount of $110,000,000. • As of the Petition Date, the Debtors (the "Debtor Obligors") were jointly and severally indebted to the Secured Parties pursuant to the Loan Documents, without defense, counterclaim, or offset of any kind, in the aggregate principal amount of $644,101,000 plus accrued and unpaid interest with respect thereto and any additional fees, costs, expenses (including any attorneys', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, contingent obligations, and other charges of whatever nature, whether or not contingent,	Preamble, ¶ E

Summary of Material Terms		Location
	whenever arising, due, or owing, and all other Obligations (as defined in the Credit Agreement) owing under or in connection with the Loan Documents (collectively, the "Term Loan Obligations"). • **Term Loan Collateral**. In connection with the Credit Agreement, the Debtor Obligors entered into that certain Guaranty and Security Agreement, dated as of May 8, 2014 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), by and between 4L Holdings Corporation, as Holdings, the Debtor Obligors, as grantors, and the Agent. Pursuant to the Security Agreement and the other Loan Documents, the Term Loan Obligations are secured by valid, binding, perfected first-priority security interests in and liens (the "Term Loan Liens") on the "Collateral" (the "Prepetition Collateral"), as defined in the Security Agreement, consisting of substantially all of the Debtors' assets, including the Cash Collateral, except as may be set forth in the Security Agreement. • **Validity, Perfection, and Priority of Term Loan Liens and Term Loan Obligations**. Each of the Debtors acknowledges and agrees that: (a) as of the Petition Date, the Term Loan Liens are valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral; (b) as of the Petition Date, the Term Loan Liens are senior in priority over any and all other liens on the Prepetition Collateral, except the Existing Liens (as defined below), if any; (c) the Term Loan Obligations constitute legal, valid, binding, and non-avoidable obligations of the Debtors; (d) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Term Loan Liens or Term Loan Obligations exist, and no portion of the Term Loan Liens or Term Loan Obligations is subject to any challenge or defense including, without limitation, impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), counterclaims, or cross-claims, pursuant to the Bankruptcy Code or applicable nonbankruptcy law; and (e) the Debtors and their estates have no claims, objections, challenges, causes of actions, and/or choses in action, including, without limitation, "lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including, without limitation, any recharacterization, subordination, avoidance, disgorgement, recovery or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), against the Agent, the Secured Parties, or any of their respective affiliates, agents, representatives, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to their loans under the Loan Documents, the Term Loan Obligations, or the Term Loan Liens.	

Summary of Material Terms		Location
Binding Effect of the Debtors' Stipulations on Third Parties Bankruptcy Rule 4001(b)(1)(B)(iii); Del. Bankr. L.R. 4001-2(a)(i)(B)	The stipulations, admissions and waivers contained in the Interim Order, including, without limitation, the Debtors' Stipulations, shall be binding upon the Debtors, their affiliates, and any of their respective successors in all circumstances and for all purposes, and the Debtors are deemed to have irrevocably waived and relinquished all Challenges (as defined in the Interim Order) as of the Petition Date.	¶ 11
Challenge Period Bankr. R. 4001(C)(1)(B) Del. Bankr. L.R. 4001-2(a)(i)(B)	The stipulations, admissions and waivers contained in the Interim Order, including, without limitation, the Debtors' Stipulations, shall be binding upon all other parties in interest, including, without limitation, any Committee and any other person acting on behalf of the Debtors' estates, unless and to the extent that a party in interest with proper standing granted by order of the Court (or other court of competent jurisdiction) has properly filed an adversary proceeding or contested matter under the Bankruptcy Rules (i) before the earlier of (a) two (2) business days before the date of the hearing scheduled to consider confirmation of any chapter 11 plan of reorganization, (b) except as to any Committee, seventy-five (75) calendar days after entry of the Interim Order and (c) in the case of any such adversary proceeding or contested matter filed by any Committee, sixty (60) calendar days after the appointment of such Committee, subject to further extension by written agreement of the Debtors (in their sole discretion) and the Agent (acting at the direction of the requisite Secured Parties), (in each case, a "Challenge Period" and the date of expiration of each Challenge Period being a "Challenge Period Termination Date"); provided, however, that if, prior to the end of the Challenge Period, the cases convert to chapter 7, or if a chapter 11 trustee is appointed, the trustee shall have the later of the remaining Challenge Period or ten (10) days, (ii) seeking to avoid, object to, or otherwise challenge the findings or Debtors' Stipulations regarding: (a) the validity, enforceability, extent, priority, or perfection of the mortgages, security interests, and liens of the Agent and the Secured Parties; or (b) the validity, enforceability, allowability, priority, secured status, or amount of the Term Loan Obligations (any such claim, a "Challenge"), and (iii) in which the Court enters a final order in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or contested matter.	¶ 11
506(c) Waiver Bankruptcy Rule 4001(b)(1)(B)(iii) Del. Bankr. L.R. 4001-2(a)(i)(C)	Upon entry of the Final Order, subject to the Carve Out, no costs or expenses of administration which have been or may be incurred in these Cases at any time, or any future proceeding that may result therefrom, including any Successor Cases, shall be charged against or recovered from the Agent or any Lender or any of their respective claims or the Collateral (including the Prepetition Collateral) pursuant to sections 105 or 506(c) of the Bankruptcy Code, or otherwise, without the prior express written consent of the Agent (acting at the direction of the requisite Secured Parties), and no such consent shall be implied, directly or indirectly, from any other action, inaction, or acquiescence by any such representatives, agents, or lenders. Upon entry of the Final Order, the Debtors and their estates shall be deemed to have irrevocably waived, and shall be prohibited from asserting, any surcharge claim,	¶ 14

Summary of Material Terms		Location
	under section 506(c) of the Bankruptcy Code or otherwise, for any costs incurred, including those in connection with the preservation, protection, or enhancement of, or realization by, the Agent or any Lender upon, the Collateral.	
Section 552(b) Waiver Del. Bankr. L.R. 4001-2(a)(i)(H)	Upon entry of the Final Order, the Secured Parties shall each be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the Secured Parties with respect to proceeds, product, offspring, or profits of any of the Collateral (including the Prepetition Collateral).	¶ 18

14. I believe that the use of Cash Collateral is essential to operating the Debtors' business during these chapter 11 cases. Preventing the debtor from using such Cash Collateral could have a severe and adverse effect on the Debtors' restructuring efforts harming the value of the Debtor's estates to the detriment of all stakeholders. Allowing the Debtors to continue using Cash Collateral, according to the terms agreed to by the Consenting Term Lenders will allow the debtor to continue operations as normal during the pendency of these chapter 11 cases, thus preserving the value of the Debtor's estates. Accordingly, the relief requested in the Cash Collateral Motion should be approved by the Court.

E. Debtors' Motion for Entry of Interim and Final Orders Authorizing the Debtors to (I) Continue to Operate Their Cash Management System, (II) Maintain Existing Business Forms, and (III) Perform Intercompany Transactions (the "Cash Management Motion").

15. Pursuant to the Cash Management Motion, the Debtors seek entry of interim and final orders authorizing the Debtors to (a) continue to operate their cash management system, (b) maintain existing business forms in the ordinary course of business, and (c) continue to perform the Intercompany Transactions consistent with historical practice.

16. The Debtors operate a complex cash management system. The Debtors use their Cash Management System in the ordinary course to collect, transfer and distribute funds and to

facilitate cash monitoring, forecasting, and reporting. The Debtors' treasury department is based in Ottawa, Illinois and maintains daily oversight of the Cash Management System and implements cash management controls for accepting, processing, and releasing funds, including in connection with intercompany transactions.

17. The Debtors estimate that their cash receipt collections averaged approximately $20 million per month in the twelve months prior to the Petition Date. In addition, the Debtors estimate that total disbursements will range between $19 million and $22 million per month during these chapter 11 cases. Because of the nature of the Debtors' business and the disruption to the business that would result if they were forced to close their existing bank accounts, it is critical that the existing Cash Management System remain in place.

18. As of the Petition Date, the Debtors' Cash Management System is composed of twenty-seven (27) bank accounts, twenty (20) of which are owned and controlled by the Debtors and seven (7) of which are owned and controlled by certain Mexico-based non-debtor affiliates and funded daily or weekly by the Debtors at the following banking institutions:

- Debtors' Bank Accounts:
  - 17 Bank Accounts maintained at PNC Financial Services Group, Inc. ("PNC");
  - 1 Bank Account maintained at Royal Bank of Canada ("RBC");
  - 1 Bank Account maintained at Citizens Financial Group, Inc. ("Citizens"); and
  - 1 Bank Account maintained at Bank of Montreal ("BMO").
- Mexico-Based Non-Debtor Affiliates' Bank Accounts:
  - 2 Bank Accounts maintained at Grupo Financiero Banamex S.A. de C.V.; and
  - 5 Bank Accounts maintained at HSBC Mexico, S.A.

19. Three (3) of the Cash Management Banks—PNC, Citizens, and BMO, where the Debtors maintain nineteen (19) of their twenty (20) Debtors' Bank Accounts—are authorized

depositories under the U.S. Trustee Guidelines, while the remaining Cash Management Bank—at which the Debtors maintain one Bank Account—is not. In addition, the Cash Management Banks in which the Non-Debtor Accounts are maintained are based in Mexico and are not authorized depositories.

20. The Debtors' Mexico-based non-debtor affiliates' Bank Accounts are used to fund the Debtors' main operating facilities, which are located in Mexico. These facilities belong to non-debtor affiliates of the Debtors and are the main source of services that allow for the Debtors' ongoing business operations. Ordinary course transfers to/ from these accounts are therefore an integral part of the Debtors' Cash Management System.[3]

21. The bulk of the Debtors' cash on-hand is comprised of proceeds from the Debtors' ongoing business operations. As of December 13, 2019, there is approximately $22.6 million in the Cash Management System Bank Accounts.

22. Of the twenty (20) Debtors' Bank Accounts, six (6) lockbox and operating accounts are used to collect cash from operations.[4] Cash generated from customers generally flows into the Cash Management System by way of check, wire transfer, and/or electronic fund transfer to the lockbox accounts. In addition, the Debtors maintain operating accounts, which are used for collection of funds, and Amazon and PayPal accounts that are used to receive collections from

[3] Although cash transfers to non-debtors as of the Petition Date are prohibited unless expressly authorized in the budget associated with the Debtors' proposed *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Secured Parties, (III) Modifying the Automatic Stay, and (IV) Scheduling a Final Hearing* (the "Cash Collateral Budget"), the funding of these Mexico-based non-debtor affiliates' Bank Accounts are among those transfers expressly authorized in the Cash Collateral Budget. These transfers will continue in the ordinary course on a postpetition basis.

[4] The Bank Accounts ending in 4347, 4291, 9646, 4371, 4363 and 4267 are the lockbox and operating accounts used to collect cash from operations (collectively, the "Cash Collection Accounts").

third-party platforms, such as eBay. The PayPal account is also used to make disbursements, specifically purchases of devices and transaction fees.

23. Periodically, funds in the lockbox accounts and in the operating accounts are manually swept into the concentration bank account currently held at PNC in the name of, and controlled by, 4L Technologies, Inc. (the "Concentration Account").[5] Each month, an average of approximately $20 million is transferred from the lockbox accounts and the operating accounts to the Concentration Account.

24. Funds remain in the Concentration Account until they are transferred to one of Debtors' disbursement or operating accounts. In addition, the Concentration Account funds certain Mexico-based non-debtor affiliates' bank accounts on a daily or weekly basis, as needed (the "Mexico Funding Transactions"). The Concentration Account typically holds a balance of approximately $10 million on average to ensure adequate funds for disbursement.

25. The disbursement accounts are used to fund the Debtors' expenditure requirements, including payroll, rent, taxes, and other payments via check (the "Disbursement Accounts"). Other categories of disbursement accounts maintained by the Debtors include the following:

- The Debtors maintain two (2) operating accounts (the "Operating Accounts") to fund various ordinary course operating expenditures. The Operating Accounts are also used for collections. In addition, as part of the Imaging Accounts (as defined herein), the Debtors maintain one operating account, which is used both for ordinary course expenditures and for collections.

- As part of the Imaging Accounts, the Debtors maintain a payroll and benefits account to fund employees' payroll and other benefits.[6]

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[5] From time to time, funds from the lockbox accounts are not transferred to the Concentration Accounts and are used to fund operating accounts, disbursement accounts and payroll and benefit accounts directly.

[6] A detailed description of the Debtors' payroll, wages, and benefits programs can be found in the *Debtors' Motion for Entry of Interim and Final Orders Authorizing the Debtors to (I) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (II) Continue Employee Benefits Programs* (the "Wages Motion"), filed concurrently herewith.

26. The Debtors maintain six (6) Bank Accounts that are used for the Imaging business, which was previously owned by the Debtors, and are subject to periodic remittance and reconciliation (the "Imaging Accounts"). Of the six (6) Imaging Bank Accounts two (2) are lockbox accounts, two (2) are disbursement accounts, one is an operating account, and one (1) is the payroll and benefits account discussed above.[7]

27. The Debtors' Mexico-based non-debtor affiliates maintain a total of seven (7) Bank Accounts, three (3) of which are operating accounts, and four (4) are payroll and benefits (collectively, the "Non-Debtor Accounts").[8] Certain Non-Debtor Accounts[9] are funded by the Concentration Account (on a daily or weekly basis, as needed) and the Operating Account ending in 4291 (on a weekly basis). In cases of "over funding", the Non-Debtor Account ending in 2155 transfers funds back to these accounts in the United States.

28. The Debtors maintain a segregated account that the Debtors propose will hold the Adequate Assurance Deposit for the benefit of Utility Providers throughout the course of these

[7] In addition, the Bank Account ending in 4195 (referred herein as the customer deposits account) is used for the Imaging business.

[8] For the avoidance of doubt, the Non-Debtor Accounts only include the seven (7) Bank Accounts maintained by Valu Tech Outsourcing, S.A de C.V and Valu Tech Direct S. de R. L. de C.V, if any (collectively, the "Valu Tech Non-Debtor Affiliates"), which are expressly authorized in the Cash Collateral Budget.

[9] The Non-Debtor Accounts which are funded by the Concentration Account and the Operating Account ending in 4291 are the Bank Accounts ending in 2155, 6023, 4689, 2752, and 5211.

chapter 11 cases (the "Adequate Assurance Account").[10] The account is currently in the process of being repurposed as an adequate assurance account.

29. The Bank Accounts and the Cash Management System are described further in the following table:

Bank Accounts	Account Description
Concentration Account 4L Technologies, Inc. (4398)	The Concentration Account receives funds from the lockbox accounts and operating accounts and disburses funds to the Debtors' disbursement and operating accounts. The Concentration Account holds the main balance, used for Euro sweeps, payment of loan interest, payment of bank fees and FX trades. The Concentration Account also funds the Debtors' Mexico-based non-debtor affiliates' bank accounts on a daily or weekly basis, as needed. At any given time, there is a balance of approximately $10 million on average in the Concentration Account.
Lockbox Account Clover Wireless, LLC (4347)	The lockbox account collects funds from the Debtors' operating activities. Periodically, balance from the lockbox account is manually swept into the Concentration Account. In addition, from time to time, funds are not swept into the Concentration Account and are used directly to fund the Bank Account ending in 2425.
Disbursement Accounts Clover Wireless, LLC (2425) Clover Wireless, LLC (3650) Clover Wireless, LLC (5003) Clover Wireless, LLC (6445) Clover Wireless, LLC (6517)	The Disbursement Accounts each make payments on behalf of the Debtors in an amount necessary to fund the Debtors' disbursement requirements. Each Disbursement Account is manually funded from the Concentration Account on an as-needed basis. Specifically, the Bank Account ending in 2425 is a controlled disbursement account which is used for A/P and payroll payments, the Bank Account ending in 3650 is used for vendor and payroll payments in CAD, the Bank Account ending in 5003 is used for payment runs and checks in CAD, the Bank Account ending in 6445 is used for disbursements in GBP,[11] and the Bank Account ending in 6517 is used for disbursements in EUR.

[10] Contemporaneously herewith, the Debtors filed the *Debtors' Motion for Entry of Interim and Final Orders (I) Determining Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services, and (III) Approving the Debtors' Proposed Procedures for Resolving Adequate Assurance Requests* (the "Utilities Motion"). Capitalized terms used but not defined in this motion, the Plan, or the First Day Declaration will have the meaning ascribed to them in the Utilities Motion. The Adequate Assurance Account will be funded in accordance with the procedures described in the Utilities Motion and will be funded within five (5) business days after entry of an order granting the relief requested in the Utilities Motion.

[11] As of the Petition Date, the Bank Account ending in 6445 has not been used.

Bank Accounts	Account Description
Operating Accounts Valu Tech Outsourcing, LLC (4291) Valu Tech Outsourcing, LLC (9646)	The Operating Accounts fund various ordinary course operating expenditures. Specifically, the Bank Account ending in 4291 is used both to collect A/R funds, make A/P and payroll payments (both through wires, checks and ACH payments) and to fund recurring weekly wires in MXN and USD to Mexico-based non-debtor affiliates' Bank Accounts. The Bank Account ending in 9646 is used for A/P payments (both through wires, checks and ACH payments).
CA Payable Account Clover Wireless, LLC (6688)	The CA payable account receives funds from the Bank Account ending in 2425 and is used for checks and NACHA file (ACH payments).
Customer Deposits Account Clover Technologies Group, LLC (4195)	The customer deposits account is a standalone account which receives and remits deposits from Perfect Output, a customer of the Debtors.
Restricted Cash Account Clover Technologies Group, LLC (4224)	The restricted cash account is a standalone account which holds funds designated to settle claims for closed operation in India.
Money Market Account Clover Technologies Group, LLC (5966)	The money market account holds $1.35 million for cash collateral to support the Debtors' ACH debit and credit card exposure.
Adequate Assurance Account Refurb Holdings, LLC (4339)	While the Adequate Assurance Account holds no funds currently, the Debtors propose to fund this account in accordance with the procedures described in the Utilities Motion. The Adequate Assurance Account was historically used for intra-Debtor logistics. It received funds from the Concentration Account and transferred them to the Bank Accounts ending in 9646 and 4291, to fund Valu Tech ITAD operations. As of the Petition Date, the Adequate Assurance Account will be repurposed and hold the Adequate Assurance Deposit for the duration of these chapter 11 cases and, at the conclusion of these cases, the funds in the Adequate Assurance Account may be applied to any postpetition defaults in payment to the Utility Providers.
Imaging Accounts Lockbox Accounts: Clover Technologies Group, LLC (4371) Clover Technologies Group, LLC DBA Clover Environmental Solutions (4363) Disbursement Account: Clover Technologies Group, LLC (2417) Clover Technologies Group, LLC DBA Clover Environmental Solutions (2433) Operating Accounts: Clover Technologies Group, LLC DBA Depot International (4267) Payroll and Benefits Account: Clover Technologies Group, LLC (4275)	The Debtors are in the process of consolidating, closing, or transferring these accounts to the Imaging business under their new ownership, but as of the Petition Date this process remains ongoing. The Imaging Accounts are maintained by the Debtors and contain funds held for the benefit of the Imaging business, which was previously owned by the Debtors. These amounts are held on behalf of Imaging, and are subject to periodic remittance and reconciliation. Specifically, the Bank Accounts ending in 4371 and 4363 are lockbox accounts (which collect funds from operations and, from time to time, fund certain operating accounts, disbursement accounts and payroll and benefit accounts), the Bank Accounts ending in 2417 and 2433 are controlled disbursement accounts (which are used to fund the disbursement requirement), the Bank Account ending in 4267 is an operating account (which is used for collections and to fund various ordinary course operating expenditures), and the Bank Account ending in 4275 is a payroll and benefits account (which funds payroll and benefits expenses). .

Bank Accounts	**Account Description**
Non-Debtor Accounts Operating Accounts: Valu Tech Outsourcing, S.A. de C.V. (2155) Valu Tech Outsourcing, S.A. de C.V. (6023) Valu Tech Outsourcing, S.A. de C.V. (2752) Payroll and Benefits Accounts: Valu Tech Outsourcing, S.A. de C.V. (5211) Valu Tech Outsourcing, S.A. de C.V. (8712) Valu Tech Outsourcing, S.A. de C.V. (4689) Valu Tech Outsourcing, S.A. de C.V. (3725)	The Non-Debtor Accounts are maintained by the Valu Tech Non-Debtor Affiliates, and receive funds from certain Debtors' Bank Accounts on a daily or weekly basis. These funds are used to make ongoing and necessary payments for the operations at these facilities. Operating Accounts The Bank Account ending in 2155 is used for payment of taxes, vendor A/P, and payroll in MXN and to fund the Bank Account ending in 8712 through recurring weekly wires in MXN, the Bank Account ending in 6023 is used for vendor A/P and rent in USD, and the Bank Account ending in 2752 is used both for operating and personnel related movements, including for payment of taxes, local vendor A/P and rent in MXN. In addition, in the ordinary course of business and on an as-needed basis, the non-debtor operating accounts transfer funds to the non-debtor payroll accounts. Payroll Accounts The Bank Account ending in 5211 is used for local vendor A/P and rent in USD, the Bank Account ending in 8712 receives funds from the Bank Account ending in 2155 and is used for payroll payments in MXN, the Bank Account ending in 4689 is either funded from the Concentration Account, the Bank Account ending in 4291, or from the Bank Account ending in 2155 and isused for executive payroll payments in MXN, and the Bank Account ending in 3725 receives funds from the Bank Account ending in 2752 and is used for employee saving fund payments, including the funding of an investment account controlled by Technology Solutions and Services S.A. de C.V., Valu Tech Outsourcing, S.A. de C.V's landlord. Funds from this investment accounts are distributed to the Debtors' Mexico-based non-debtor affiliates' employees once a year, at the end of November.

30. As part of the Cash Management System, the Debtors utilize a number of preprinted business forms in the ordinary course of their business. To minimize expenses to their estates and avoid confusion during the pendency of these chapter 11 cases, the Debtors request that the Court authorize the Debtors' continued use of all Business Forms in existence immediately before the Petition Date, without reference to the Debtors' status as debtors in possession.

31. In addition, the Debtors incur, in the ordinary course, approximately $97,000 in Bank Fees each month under the Cash Management System in the aggregate. The Debtors estimate that approximately $56,000 in prepetition Bank Fees remain outstanding as of the Petition

Date. To maintain the integrity of their Cash Management System, the Debtors request authority to pay any prepetition Bank Fees for prepetition transactions that are charged postpetition and to continue to pay the Bank Fees in the ordinary course on a postpetition basis.

32. The Debtors also maintain a Corporate Card Program which is an integral part of the Debtors' Cash Management System. Employees' continued use of the Corporate Cards for procurement and travel purposes and the Debtors' ability to reimburse expenses incurred through the Corporate Card Program is essential to the continued operation of the Debtors' businesses. On average, the Debtors pay approximately $140,000 per month for amounts incurred on the Corporate Cards submitted for reimbursement. The Debtors' Corporate Cards are funded from the Imaging Account ending in 2417.[12] As of the Petition Date, the Debtors have issued fifty-one Corporate Cards (credit cards) to their employees, both in the United States and in Mexico. In addition, the Debtors' Mexico-based non-debtor affiliates have issued one Corporate Card (debit card) to an employee in Mexico, which is funded from the Non-Debtor Account ending in 4689.

33. In the ordinary course of business, the Debtors engage in Intercompany Transactions. At any given time there may be Intercompany Claims owing by one debtor entity to another. The Debtors track all fund transfers in their accounting system and can ascertain, trace, and account for all Intercompany Transactions previously described. The Debtors will continue to maintain records of such Intercompany Transactions. If the Intercompany Transactions were to be discontinued, the Cash Management System and related administrative controls could be disrupted to the Debtors and the estates' detriment. Since these transactions represent extensions of intercompany credit made in the ordinary course of business

[12] As of the Petition Date, because the transition period with regard to the Imaging business is ongoing, amounts due on the Corporate Cards are paid by Imaging and amounts owing are invoiced back to the Debtors.

that are an essential component of the Cash Management System, the Debtors respectfully request the authority to continue conducting the Intercompany Transactions in the ordinary course of business without need for further Court order.

34. I believe that the continuation of the Cash Management System is essential to the Debtors' business. Requiring the Debtors to implement changes to the Cash Management System during these chapter 11 cases would be expensive, burdensome, and unnecessarily disruptive to the Debtors' operations. Any disruption of the Cash Management System could have a severe and adverse effect on the Debtors' restructuring efforts. Indeed, requiring the Debtors to adopt a new cash management system could adversely affect the Debtors' ability to maximize value. In contrast, maintaining the current Cash Management System will facilitate the Debtors' transition into chapter 11 by, among other things, minimizing delays in paying postpetition debts and eliminating administrative inefficiencies. Accordingly, the relief requested in the Cash Management Motion should be approved by the Court.

F. Debtors' Motion for Entry of Interim and Final Orders Authorizing the Debtors to (I) Pay Prepetition Employee Wages, Salaries, Other Compensation, and Reimbursable Expenses and (II) Continue Employee Benefits Programs (the "Wages Motion").

35. Pursuant to the Wages Motion, the Debtors seek entry of interim and final orders authorizing the Debtors to (a) pay all prepetition wages, salaries, other compensation, and reimbursable employee expenses on account of the Employee Compensation and Benefits and (b) continue to administer the on account of the Employee Compensation and Benefits in the ordinary course, including payment of certain prepetition obligations related thereto.

36. As of the Petition Date, the Debtors employed approximately one hundred Employees, virtually all of whom are full-time Employees. Approximately thirty-three Employees are compensated on an hourly basis, and approximately sixty-seven are salaried. Additionally, the

Employees perform a wide variety of functions which will be critical to the Debtors' go-forward business operations and the administration of these chapter 11 cases. In many instances, the Employees include personnel who are intimately familiar with the Debtors' businesses, processes, and systems, who possess unique skills and experience to the core business segments of the Debtors, and/or who have developed relationships with wholesalers and distributors that are essential to the Debtors' business. Without the continued, uninterrupted services of the Employees, the ability of the Debtors to maintain and administer their estates will be materially impaired. In addition to the Employees, the Debtors' workforce also includes approximately ten Independent Contractors.

37. Further, the vast majority of the Employees and Independent Contractors rely on their compensation and benefits to pay their daily living expenses. These workers will be unfairly harmed if the Debtors are not permitted to continue paying compensation and providing health and other benefits during these chapter 11 cases.

38. In the ordinary course, the Debtors incur Unpaid Employee Compensation. The Debtors pay their Employees on two different bi-weekly calendars, and Unpaid Employee Compensation accrue on either a salaried or hourly basis. The majority of the Debtors' payroll is made by direct deposit through electronic transfer of funds to the Employees' bank accounts or other electronic means. Additionally, as of the Petition Date, the Debtors estimate that they owe approximately $165,000 on account of accrued but unpaid Unpaid Employee Compensation. Certain Employees may be entitled to unpaid compensation due to (a) discrepancies that may exist between the amounts actually paid by the Debtors and the amounts that the Debtors were required to pay and (b) some checks issued to Employees before the Petition Date that may not have been

presented for payment, or may not have cleared the Debtors' banking system and, accordingly, may not have been honored and paid as of the Petition Date.

39. In the ordinary course of business, the Debtors have incurred obligations to their Independent Contractors for Unpaid Independent Contractor Obligations. The Debtors pay their Independent Contractors on either an hourly or monthly basis. On average, the Debtors spend approximately $60,000 per month on Unpaid Independent Contractor Obligations. As of the Petition Date, the Debtors estimate that they owe approximately $89,000 in accrued Unpaid Independent Contractor Obligations.

40. The Debtors pay sales-based commissions to approximately fifteen Employees. These Employees market the Debtors' products and services and generally receive commission payments in variable percentages based on the amount sold through their efforts. Commissions are provided monthly to sales Employees based on their respective quota attainment. The Commissions form an important part of many such Employees' overall compensation packages and motivates the Employees to maintain customer goodwill. Additionally, many of the Employees rely on the Commissions for their daily living expenses such that the failure to pay such Commissions would impose undue hardship. On average, the Debtors spend approximately $46,000 per month on Commissions. As of the Petition Date, the Debtors estimate that they owe approximately $188,000 in accrued but unpaid Commissions.

41. During each applicable payroll period, the Debtors routinely deduct certain amounts from Employees' paychecks, including garnishments, child support, and similar deductions, as well as other pre-tax and after-tax deductions payable pursuant to certain employee benefit plans discussed herein, such as an Employee's share of healthcare benefits and insurance premiums, 401(k) contributions, legally ordered deductions, and miscellaneous deductions, and

forward such amounts to various third-party recipients. The Debtors only retain payments related to the Employee's share of health care benefits and insurance premiums.

42. In addition to the Deductions, certain federal and state laws require that the Debtors withhold certain amounts from Employees' gross pay related to federal, state, and local income taxes, as well as Social Security and Medicare taxes for remittance to the appropriate federal, state, or local taxing authorities. The Debtors must then match the Employee Payroll Taxes from their own funds and pay, based on a percentage of gross payroll, additional amounts for federal and state unemployment insurance and Social Security and Medicare taxes. The Payroll Taxes are generally processed and forwarded to the appropriate federal, state, and local taxing authorities in accordance with remittance intervals and deadlines established by those taxing authorities.

43. During the 2019 calendar year, the Debtors have accumulated a monthly average of approximately $637,000 on account of the Withholding Obligations. As of the Petition Date, the Debtors estimate that they owe approximately $388,000 on account of the Deductions and the Payroll Taxes.

44. Certain Withholding Obligations for the Debtors' Employees are processed and administered by Paycom Software, Inc. During the 2019 calendar year, the Debtors have incurred a monthly average of approximately $3,000 on account of these payroll processing and application hosting services. Additionally, as of the Petition Date, the Debtors estimate they owe approximately $2,000 on account of prepetition payroll processing services.

45. In the ordinary course of business, the Debtors reimburse expenses. Reimbursable Expenses include, among other expenses, travel-related expenses such as air travel, meal allowances, car mileage allowances, and business related entertainment expenses. Employees who pay for their own Reimbursable Expenses up front apply for reimbursement of such expenses by

submitting an expense report to the Debtors. Once they have determined that the charges are for allowable reimbursable business expenses, the Debtors have typically reimbursed such Employees for any such expenses.

46. In certain cases, however, Reimbursable Expenses are processed through a system based on use of the Debtors' corporate cards, which is provided by PNC Bank. Under the Corporate Cards, Reimbursable Expenses that would otherwise be paid upfront by Employees and then reimbursed by the Debtors are instead charged directly to the Debtors corporate card. As of the Petition Date, the Debtors have issued 51 Corporate Cards to their employees.[13]

47. The Debtors' inability to reimburse the Reimbursable Expenses could impose a hardship on the Employees where such individuals incurred obligations for the Debtors' benefit. Employees incurred the Reimbursable Expenses as business expenses on the Debtors' behalf and with the understanding that such expenses would be reimbursed. As of the Petition Date, the Debtors estimate that they owe approximately $320,000 on account of Reimbursable Expenses.

48. The Debtors have offered their Employees the ability to participate in a number of health, insurance and benefits programs, including, among other programs, medical, health management, prescription, supplemental medical, well-being, dental, and vision coverage plans, life and accident insurance, disability insurance, savings and spending account programs, and other employee benefit plans. The Health and Welfare Benefits are, in each case, available to Employees depending on factors including their level with the company and their length of service. During the 2019 calendar year, the Debtors have incurred a monthly average of approximately $77,000 on

[13] For more information regarding the payment of the Corporate Cards, please reference the *Debtors' Motion for Entry of Interim and Final Orders Authorizing the Debtors to (I) Continue To Operate Their Cash Management System, (II) Maintain Existing Business Forms, and (III) Perform Intercompany Transactions* filed contemporaneously herewith.

account of the Health and Welfare Coverage and Benefits. Additionally, as of the Petition Date, the Debtors estimate they owe approximately $40,000 on account of unpaid Health and Welfare Coverage and Benefits. As described above, failure to continue the Health and Welfare Coverage and Benefits could cause Employees to experience severe hardship and make it difficult to retain the workforce.

49. The Debtors maintain a workers' compensation policy with a stop-loss insurance policy with Pennsylvania Manufacturers' Association Insurance Company and its affiliates as part of the Workers' Compensation Program. The Debtors must continue the claim assessment, determination, adjudication, and payment pursuant to the Workers' Compensation Program, without regard to whether such liabilities are outstanding before the Petition Date, to ensure that the Debtors comply with applicable workers' compensation laws and requirements. There are currently no active open claims under the Workers' Compensation Program. As of the Petition Date, the Debtors do not believe they owe any outstanding amounts on account of the Workers' Compensation Program. Nevertheless, the Debtors respectfully request that the Court authorize the Debtors to honor amounts if and as they come due on account of the Workers' Compensation Program and to pay any prepetition claims with respect thereto in the ordinary course of business on a postpetition basis.[14]

50. As of the Petition Date, the Debtors maintain a retirement savings plan for the benefit of their Employees that satisfies the requirements of section 401(k) of the Internal Revenue Code. The 401(k) Plan is administered by Principal Financial Services, Inc. and allows for

[14] The Debtors' Workers' Compensation Program may change postpetition in the ordinary course due to changes in applicable laws and regulations and the Debtors' ability to meet requirements thereunder. By this motion, the Debtors request authority to continue the Workers' Compensation Program postpetition, including making any changes to their current policy and practices that become necessary.

automatic pre-tax salary deductions of eligible compensation up to the limits set forth by the Internal Revenue Code.

51. The Debtors also match non-bargaining Employees' 401(k) contributions $0.50 on the dollar up to six percent of eligible pay. The 401(k) Matching Contributions are made on an annual basis following the end of the calendar year.

52. During the 2019 calendar year, the Debtors incurred approximately $240,000 on account of the 401(k) Matching Contributions. As of the Petition Date, the Debtors estimate that they owe approximately $37,000 on account of the 401(k) Matching Contributions, which includes the amounts accrued during the 2019 calendar year.

53. The Debtors have, in the past, provided paid time off to certain eligible Employees as a benefit. The Debtors' Paid Leave Benefits program combines vacation, sick, parental leave, and personal days. When an Employee elects to use Paid Leave Benefits, that Employee is paid his or her regular hourly or salaried rate. In the case of Paid Leave Benefits related to vacation time, an Employee is only entitled to a prorated cash payment for unused Paid Leave Benefits in the event that such Employee is terminated from the Debtors' employment. A As of the Petition Date, the Debtors have $362,000 on account of accrued but unpaid Paid Leave Benefits. However, the Debtors do not expect that any amount of Paid Leave Benefits will become due and owing during their chapter 11 cases. Nevertheless, the Debtors respectfully request that the Court authorize the Debtors to continue to pay amounts on account of Paid Leave Benefits if and when they come due in the ordinary course of business, subject to the limitations in the Interim Order.

54. In addition to the foregoing, the Debtors offer the Employees the opportunity to participate in a range of general, ancillary benefits, such as an employee assistance program, which

offers confidential access to counseling, programs, and services funded by the Debtors needed to balance work and home life. The aggregate cost of the Additional Benefit Programs is *de mimimis*.

55. The Debtors maintain several severance programs. Employees are owed anywhere from 10 to 260 days of base salary as severance depending on their location, seniority, and job description. In 2019, the Debtors incurred approximately $390,000 on account of the Severance Obligations. As of the Petition Date, the Debtors estimate that there are approximately $29,000 on account of unpaid Severance Obligations.

56. In the ordinary course of business, to encourage and reward outstanding performance as well as to satisfy labor laws of several countries where the Debtors operate, the Debtors offer various bonus programs to certain non-insider Employees.[15] The Debtors believe such programs are necessary to properly motivate the Employees to outperform and drive value for all stakeholders. By this motion, the Debtors seek authority to continue honoring their obligations under the Debtors' bonus program. Additionally, the Debtors believe that, as of the Petition Date, no prepetition amounts are outstanding and due under the bonus program.

57. To minimize the personal hardship the Employees would suffer if employee obligations are not paid when due or as expected, the Debtors seek authority to pay and honor certain prepetition claims relating to, among other things, Wage Obligations, Withholding Obligations, Reimbursable Expenses, Health and Welfare Coverage and Benefits, a Workers' Compensation Program and a Workers' Compensation Insurance Policy, the 401(k) Plan and other benefits, Paid Leave Benefits, Severance Obligations, and certain other benefits that the Debtors

[15] For the avoidance of doubt, the Debtors seek authority to continue honoring their obligations under the bonus program in the ordinary course of business only with respect to employees who are not "insiders" as that term is defined in 11 U.S.C. § 101(31). To the extent the Debtors wish to award bonuses to insiders, such relief will be sough pursuant to separate motion and order, as needed.

have provided in the ordinary course (collectively, the "Employee Compensation and Benefits"). In addition, the Debtors also are seeking to pay all costs incident to the Employee Compensation and Benefits. The Debtors seek authority to continue to honor Employee Compensation and Benefits obligations in the ordinary course of business, including prepetition obligations. The Debtors do not believe they owe Employees on account of accrued wages earned prepetition, and no employees are owed wages in excess of $13,650.

58. I believe the Employees provide the Debtors with services necessary to conduct the Debtors' business, and absent the payment of the Employee Compensation and Benefits owed to the Employees, the Debtors may experience workforce turnover and instability at this critical time in these chapter 11 cases. Without these payments, the Debtors' workforce may become demoralized and unproductive because of the potential significant financial strain and other hardships the Employees may face. Such individuals may then elect to seek alternative employment opportunities.

59. Additionally, a significant portion of the value of the Debtors' business is tied to their workforce, which cannot be replaced without significant efforts—which efforts may not be successful given the overhang of these chapter 11 cases. Enterprise value may be materially impaired to the detriment of all stakeholders in such a scenario. Payment of the prepetition obligations with respect to the Employee Compensation and Benefits is a necessary and critical element of the Debtors' efforts to preserve value and will give the Debtors the greatest likelihood of retention of their workforce as the Debtors seek to operate their business in these chapter 11 cases. Accordingly, the relief requested in the Wages Motion should be approved by the Court.

G. Debtors' Motion for Entry of Interim and Final Orders Authorizing the Payment of Certain Prepetition Taxes and Fees (the "Taxes Motion").

60. In the ordinary course of business, the Debtors collect, withhold, and incur sales taxes, use taxes, income taxes, and property taxes, as well as other governmental taxes, fees, and assessments (collectively, the "Taxes and Fees"). The Debtors remit the Taxes and Fees to various federal, state, and local governments, including taxing and licensing authorities (collectively, the "Authorities").

61. The Debtors seek authority to make such payments with respect to Taxes and Fees where: (a) Taxes and Fees accrued or were incurred prepetition but were not paid prepetition or were paid in an amount less than actually owed; (b) Taxes and Fees paid prepetition by the Debtors were lost or otherwise not received in full by any of the Authorities; or (c) Taxes and Fees incurred for prepetition periods that may become due after the commencement of these chapter 11 cases. In addition, for the avoidance of doubt, the Debtors seek authority to pay Taxes and Fees accrued or incurred postpetition and Taxes and Fees for so-called "straddle" periods. Claims for so-called "straddle" Taxes and Fees may be entitled to administrative claim treatment pursuant to Section 503(b)(1)(B).

62. Taxes and Fees are remitted and paid by the Debtors through checks and electronic funds transfers that are processed through their banks and other financial institutions. The Debtors pay the Taxes and Fees to the Authorities on a periodic basis, remitting them monthly, quarterly, semi-annually, or annually depending on the nature and incurrence of a particular Tax or Fee.

63. The Debtors incur, collect, and remit sales and use taxes to the Authorities in connection with the sale and purchase of goods and services (collectively, the "Sales and Use Taxes"). The Debtors purchase a variety of equipment, materials, supplies, and services necessary for the operation of their business from certain vendors

who collect sales taxes in connection with the Debtors' purchase of such goods or services. Additionally, the Debtors incur use taxes for the purchase of equipment, materials, supplies, and services when vendors do not, or are not registered to, collect sales taxes. In these cases, applicable law generally requires the Debtors to subsequently pay use taxes on such purchases to the applicable Authorities. The Debtors generally remit Sales and Use Taxes on a periodic basis.

64. In 2019, the Debtors paid approximately $270,500 in aggregate Sales and Use Taxes to the Authorities. As of the Petition Date, the Debtors estimate that they have incurred or collected approximately $110,000 in Sales and Use Taxes that have not been remitted to the relevant Authorities, none of which will become due and payable during the first 21 days following the Petition Date. The Debtors request authority, but not direction, to satisfy any amounts owed on account of such Sales and Use Taxes that may become due and owing in the ordinary course of business during their chapter 11 cases.

65. The Debtors incur and are required to pay various state, local, and federal income taxes (collectively, the "Income Taxes") in order to continue conducting their businesses in accordance with state laws. The Debtors generally remit Income Taxes on a quarterly or annual basis, depending on the particular tax. In 2019, the Debtors remitted approximately $3,260,000 in Income Taxes to the applicable Authorities.[16] As of the Petition Date, the Debtors estimate that they owe approximately $100,000 to the applicable Authorities on account of prepetition Income Taxes, none of which will become due and payable within 21 days following the Petition Date. The Debtors request authority, but not direction, to satisfy any amounts owed on account of such

[16] The Debtors believe that Income Taxes were overpaid in 2019 and that approximately $3,000,000 of Income Taxes will be refunded.

Income that may become due and owing in the ordinary course of business during their chapter 11 cases.

66. State and local laws in the jurisdictions where the Debtors operate generally grant the Authorities power to levy property taxes against the Debtors' real and personal property (collectively, the "Property Taxes"). Certain of the Debtors' leases provide that the Debtors will remit applicable Property Taxes to the landlords, and the landlords then remit the Property Taxes to the applicable Authority.[17] To avoid the imposition of statutory liens on their real and personal property, the Debtors typically pay Property Taxes on property that they own in the ordinary course of business on an annual basis. In 2019, the Debtors paid approximately $1,500 in Property Taxes to the applicable Authorities. The Debtors estimate that they have accrued approximately $1,500 in Property Taxes as of the Petition Date, none of which will become due and payable during the first 21 days following the Petition Date.

67. The Debtors incur, in the ordinary course of business, a variety of Taxes and Fees related to governmental laws and regulations (the "Regulatory and Other Taxes and Fees"). The Debtors typically remit Regulatory and Other Taxes and Fees to the relevant Authorities on a semi-annually or annual basis depending on the type of tax or fee. In 2019, the Debtors paid approximately $62,000 in Regulatory and Other Taxes and Fees on an annual or semi-annual basis to the applicable authorities. As of the Petition Date, the Debtors estimate that approximately $10,000 in Regulatory and Other Taxes and Fees will have accrued and remain unpaid to the relevant Authorities, none of which will become due and payable during the first 21 days following the Petition Date.

[17] In such instances, the due Property Taxes are recorded in the Debtors' books and records as payable to the particular landlord.

68. The Debtors are currently subject to an ongoing audit investigation in the state of New York and may be subject to further investigations on account of tax returns and/or tax obligations in prior years (collectively, the "Audits"). The Audits may result in additional prepetition Taxes and Fees being assessed against the Debtors during the pendency of these chapter 11 cases. As of the Petition Date, the Debtors believe they owe approximately $540,000 on account of the New York state Audit and additional amounts may arise on account of further investigations, none of which will become due and owing during the first 21 days following the Petition Date. Out of an abundance of caution, the Debtors seek authority, but not direction, to pay or remit tax obligations on account of the Audits as they arise in the ordinary course of the Debtors' business.

69. I believe that any failure to pay the Taxes and Fees could materially disrupt the Debtors' business operations in several ways: (a) the Authorities may initiate audits of the Debtors, which would unnecessarily divert the Debtors' attention from the restructuring process; (b) the Authorities may attempt to suspend the Debtors' operations, file liens, seek to lift the automatic stay, and pursue other remedies that will harm the estates; and (c) certain of the Debtors' directors and officers could be subject to claims of personal liability, which would likely distract them from their duties related to the Debtors' restructuring. In addition, the Debtors collect and hold certain outstanding tax liabilities in trust for the benefit of the applicable Authorities, and these funds may not constitute property of the Debtors' estates. Moreover, unpaid Taxes and Fees may result in penalties, the accrual of interest, or both. Risking any of these negative outcomes is particularly unnecessary here given the prepackaged nature of the Debtors chapter 11 cases.

70. I believe that, in light of the foregoing, the relief requested in the Taxes Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest, and will

enable the Debtors to continue to operate their business during these chapter 11 cases without disruption. Accordingly, the relief requested in the Taxes Motion should be approved.

H. Debtors' Motion for Entry of Interim and Final Orders Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock (the "NOL Motion").

71. The Debtors seek entry of interim and final orders: (a) approving certain notification and hearing procedures (the "Procedures") related to certain transfers of, or declarations of worthlessness with respect to, Debtor 4L Holdings Corporation's common stock or any Beneficial Ownership therein (any such record or Beneficial Ownership of common stock (the "Common Stock"); and (b) directing that any purchase, sale, other transfer of, or declaration of worthlessness with respect to any Beneficial Ownership of Common Stock in violation of the Procedures shall be null and void *ab initio*.

72. As of December 31, 2018, the Debtors estimate that they have approximately $11 million of disallowed interest expense carryforwards under section 163(j) of the IRC and approximately $0.5 million of foreign tax credit carryforwards (the "FTCs"[18] and, together with federal net operating losses, capital losses, interest expenses, and certain other tax attributes, collectively, the "Tax Attributes"). The Debtors further estimate that they may have generated additional Tax Attributes in the 2019 taxable year prior to the Petition Date, including as a result of the Debtors' sale of their "Imaging" business, and may continue to generate additional Tax Attributes in the 2019 taxable year on and after the Petition Date (in each case, including significant federal NOLs, capital losses, and interest expenses).

[18] When a company cannot utilize all of the FTCs generated in a particular year because of the limitations and restrictions inherent in the FTC regime, applicable tax rules permit the FTCs to be "carried back" for one year and "carried forward" for 10 years. *See* IRC §§ 901, *et seq*.

73. The Tax Attributes are potentially of significant value to the Debtors and their estates because the Debtors may be able to carry forward the Tax Attributes to offset taxable income or directly offset federal tax liability in future years.

74. Additionally, the Debtors may utilize such Tax Attributes to offset any taxable income generated by transactions consummated during these chapter 11 cases. Accordingly, the value of the Tax Attributes will inure to the benefit of all of the Debtors' stakeholders.

75. I believe that implementation of the Procedures is necessary and appropriate both to enforce the automatic stay and, critically, to preserve the value of the Tax Attributes for the benefit of the Debtors' estates. The Tax Attributes may provide for future tax savings (including in post-emergence years) or other tax structuring possibilities in these chapter 11 cases. The termination or limitation of the Tax Attributes could be materially detrimental to all parties-in-interest. Thus, granting the relief requested herein will preserve the Debtors' flexibility in operating their businesses during the pendency of these chapter 11 cases and also implementing an exit plan that makes full and efficient use of the Tax Attributes and maximizes the value of the Debtors' estates. .

I. Debtors' Motion for Entry of Interim and Final Orders (I) Determining Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services, and (III) Approving the Debtors' Proposed Procedures for Resolving Adequate Assurance Requests (the "Utilities Motion").

76. Pursuant to the Utilities Motion, the Debtors seek entry of an order (a) determining adequate assurance of payment for future utility services, (b) prohibiting utility providers from altering, refusing, or discontinuing services, and (c) approving the Debtors' proposed procedures for resolving adequate assurance requests.

77. In connection with the operation of their business in the United States, the Debtors obtain electricity, natural gas, telecommunications, water, waste management (including sewer

and trash), internet, and other similar services from a number of utility providers or their brokers. Debtors Clover Technologies Group, LLC and Valu Tech Outsourcing, LLC pay for all Utility Services received by all the Debtors and non-debtor affiliates, and both subsequently pay the applicable Utility Provider directly through their accounts payable departments. For some of the Debtors' locations, certain Utility Services are billed directly to the Debtors' landlords and passed through to the Debtors as part of the Debtors' lease payments in accordance with the applicable lease agreements. The relief requested herein is with respect to all Utility Providers supplying Utility Services to the Debtors, including those that indirectly supply services through the applicable landlords.

78. To the best of the Debtors' knowledge, there are no defaults or arrearages with respect to the undisputed invoices for prepetition Utility Services. On average, as of the Petition Date, the Debtors paid approximately $15,000.00 each month on account of the Utility Services, based on a historical average of the Debtors' recent utility payments. Accordingly, the Debtors estimate that their cost for Utility Services during the next 21 days (not including any deposits to be paid) will total approximately $10,500.00. As of the Petition Date, the Debtors estimate that they held approximately $3,605.00 in the form of deposits on behalf of certain Utility Providers. To provide additional assurance of payment, the Debtors propose to deposit cash in an amount equal to $6,465.19 into a segregated account that will be created and funded after the Petition Date. The amount of the Adequate Assurance Deposit is equal to approximately one half of the Average Monthly Utility Expenses. The Adequate Assurance Deposit will be held in the segregated account at a bank selected by the Debtors for the benefit of the Utility Providers, and, for the duration of these chapter 11 cases, may be applied to any postpetition defaults in payment to the Utility Providers.

79. Uninterrupted Utility Services are essential to the Debtors' ongoing business operations, and hence the overall success of these chapter 11 cases. Should any Utility Company refuse or discontinue service, even for a brief period, the Debtors' business operations would be severely disrupted, and such disruption would jeopardize the Debtors' ability to manage their reorganization efforts. Therefore, I believe that it is essential that the Utility Services continue uninterrupted during these chapter 11 cases. Accordingly, the relief requested in the Utilities Motion should be approved by the Court.

J. Debtors' Motion for Entry of Interim and Final Orders Authorizing the Debtors to Maintain and Administer Their Existing Customer Programs and Honor Certain Prepetition Obligations Related Thereto (the "Customer Programs Motion").

80. The Debtors seek entry of interim and final orders authorizing the Debtors to maintain and administer their prepetition Customer Programs. The Debtors' customers range from Fortune 500 companies to direct consumers, and include over 200 domestic and international customers across various sales channels. In the Debtors' competitive industry, maintaining the goodwill of their customers is critical to the Debtors' ongoing operations and the preservation and maximization of stakeholder value. Accordingly, the Debtors have historically provided certain policies and accommodations to their customers to attract and maintain positive relationships, many of which do not entail the expenditure of cash.

81. The Debtors seek to continue to honor the existing customer-related programs, including the certain warranties, prepayments, and tech development fees which the Debtors offer their customers in the ordinary course of business, or that have been offered in the past.

82. Generally, the Warranties cover latent defects that are not immediately discoverable by the customer and not attributable to external factors, such as damage caused by the customer or other third parties. With respect to their products sold on certain e-commerce platforms directly

to consumers, a form of the Warranties may be required as part of the sale process. The Debtors operate in a market where these Warranties are necessary for repeat customers, who will only continue to maintain strong relationships with the Debtors if purchased products meet customer expectations. Additionally, as discussed, in order to conduct business on certain direct-to-consumer e-commerce platforms, which the Debtors regularly utilize, the Debtors may be required to honor Warranties. Without the ability to continue the Warranties and to satisfy any related Customer Obligations, the Debtors risk surrendering their customers to their competitors and losing access to important sales channels. As of the Petition Date, the Debtors are not aware of any outstanding cash obligations owing on account of the Warranties. However, the Debtors seek authority, out of an abundance of caution, to pay any prepetition amounts currently outstanding on account of the Warranties and to continue offering the Warranties in the ordinary course of business, consistent with historical practices.

83. In the ordinary course of business, the Debtors receive prepayments from certain customers for refurbished and/or resold inventory in advance of shipping a product to that customer (the "Prepayments"). Under this Customer Program, before shipping the product, the Debtors will collect Prepayments, apply the Prepayments to the customer's account, and debit the Prepayments against invoices sent to the customer in accordance with the terms of the parties' arrangement. A wide range of customers provide such Prepayments, ranging from large consolidator brokers to customers who purchased a product directly in an auction.

84. The obligations incurred under this Customer Program do not entail spending the Debtors' cash, but rather satisfying obligations to perform on account of the Prepayments. As of the Petition Date, the Debtors estimate that they have approximately $five million of obligations outstanding on behalf of the Prepayments. Approximately $three million of these Prepayment

obligations will come due during the Interim Period. By this motion, and out of an abundance of caution, the Debtors seek authority to continue accepting Prepayments and to honor any obligations incurred on behalf of Prepayments received prior to the Petition Date in the ordinary course of business.

85. Historically, the Debtors maintained a Customer Program involving payment of a fee to a certain original equipment manufacturer ("OEM") customer in order to allow compliance with this customer's technological standards (the "Tech Development Fees"). The Tech Development Fees were necessary to allow the Debtors to be part of the supply chain for this OEM customer, and promoted valuable customer relationships. The Debtors ended the Tech Development Fees program with this OEM customer in September of 2019. While this Customer Program is not active as of the Petition Date and the Debtors are not aware of any outstanding obligations on account of the Tech Development Fees, it is possible that another OEM customer may ask for similar fee or rebate payments in the ordinary course of business. Accordingly, the Debtors seek authority to continue to make payments for any prepetition amounts currently outstanding on account of the Tech Development Fees or similar rebate fees, and, in their sole discretion as they deem necessary or appropriate, to implement, modify, replace, or terminate similar programs in the ordinary course without further Court approval.

86. The Customer Programs are important aspect of the Debtors' relationship with their customers. I believe that continuing to administer the Customer Programs without interruption during the pendency of the chapter 11 cases will help preserve the Debtors' valuable customer relationships and goodwill, which will inure to the benefit of all of the Debtors' creditors and benefit their estates. In light of the foregoing, the relief requested in the Customer Programs Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest,

and will enable the Debtors to continue to operate their business during these chapter 11 cases without disruption. Accordingly, the relief requested in the Customer Programs Motion should be approved.

K. Debtors' Motion for Entry of Interim and Final Orders Authorizing the Debtors to (I) Pay Their Obligations Under Prepetition Insurance Policies, (II) Continue to Pay Certain Brokerage Fees, (III) Renew, Supplement, Modify, or Purchase Insurance Coverage, and (IV) Enter Into New Financing Agreements in the Ordinary Course of Business (the "Insurance Motion").

87. The Debtors seek entry of interim and final orders authorizing the Debtors to: (a) pay its obligations under prepetition insurance policies; (b) continue to pay certain brokerage fees; (c) renew, supplement, modify, or purchase insurance coverage in the ordinary course; and (d) enter into new premium financing agreements in the ordinary course of business.

88. In the ordinary course of business, the Debtors maintain approximately 21 insurance policies that are administered by various third-party insurance carriers. The Insurance Policies provide coverage for, among other things, the Debtors' property, general liability, automobile liability, umbrella coverage, excess liability, pollution liability, employers' liability, and directors' and officers' liability. Continuation of the Insurance Policies and entry into new insurance policies and premium financing agreements, in the ordinary course, are essential to the preservation of the value of the Debtors' properties and assets. As of the Petition Date, the aggregate annual premium for the Insurance Policies totaled approximately $3.3 million, plus applicable taxes and surcharges.

89. The Debtors retain the services of insurance brokers and third-party administrators to help manage their portfolios of risk. The Debtors obtain all of their domestic Insurance Policies through brokers, including Assurance Agency Ltd., Jones Deslauriers Ins. Management Inc., Amwins Brokerage of the Midwest, LLC, Amwins Brokerage of Illinois, LLC, and Aon Risk Solutions (collectively, the "Brokers"). The Brokers, among other things, (a) assist the Debtors in

obtaining comprehensive insurance coverage for their operations in a cost-effective manner, (b) manage renewal data, (c) market the Insurance Policies, (d) provide all interactions with carriers including negotiating policy terms, provisions, and premiums, and (e) provide ongoing support throughout the applicable policy periods. The Brokers collect commission payments for their services as part of the premiums paid on the Insurance Policies.

90. Continuation of the Insurance Policies and entry into new insurance policies and premium financing agreements, as required in the ordinary course of business, is essential to the preservation of the value of the Debtors' properties and assets. It is my understanding that, in many instances, insurance coverage is required by the regulations, laws, and contracts that govern the Debtors' commercial activities, including the requirement by the U.S. Trustee that a debtor maintain adequate coverage given the circumstances of its chapter 11 case. Accordingly, the relief requested in the Insurance Motion should be approved by the Court.

L. Debtors' Motion for Entry of an Order Authorizing Payment of Certain Prepetition Claims in the Ordinary Course of Business (the "All Claims Motion").

91. Pursuant to the All Claims Motion, the Debtors seek entry of an order (a) authorizing the Debtors to pay in the ordinary course of business allowed prepetition claims of certain (i) general unsecured creditors and (ii) creditors whose Accounts Payable Claims may give rise to liens under certain state and federal laws; and (b) granting administrative expense priority to all undisputed obligations on account of goods ordered by the Debtors prior to the date hereof that will not be delivered until after the Petition Date and authorizing the Debtors to satisfy such obligations in the ordinary course of business.

92. The ultimate goal of the Plan, and these chapter 11 cases, is to restructure the Debtors' balance sheet while preventing any interruption to their ongoing business operations.

The Debtors negotiated the terms of the Plan with this goal in mind. Under the Plan, the legal, equitable, and contractual rights of all creditors are unimpaired, with the exception of the holders of Term Loan Secured Claims and holders of Existing Equity Interests, the vast majority of whom have provided their consent through the Restructuring Support Agreement. Through this design, the Plan is meant to avoid disruption to the normal operations of the Debtors' business upon the commencement of these chapter 11 cases.

93. The Debtors' business is dependent on maintaining positive relationships with their creditors, many of whom are essential to their business operations. Accordingly, the Debtors seek to honor their commitments to make payments on behalf of incurred liabilities that have given rise to certain prepetition claims (the "Accounts Payable Claims") throughout the course of these chapter 11 cases.

94. As of the Petition Date, the Debtors estimate that there are approximately $18 million of accrued and unpaid Accounts Payable Claims. These payment obligations averaged approximately $11 million per month, in the aggregate, for the twelve months preceding the Petition Date. The goods and services giving rise to the Accounts Payable Claims are necessary to the Debtors' business operations. A significant portion of the Accounts Payable Claims are related to the electronic devices and device component parts that constitute the Debtors' inventory. The failure to timely pay these Accounts Payable Claims could result in material disruptions in the Debtors' business operations, which could have a negative impact on their reputation with their customers. Additionally, a portion of the Accounts Payable Claims are comprised of section 503(b)(9) claims, on account of goods delivered to the Debtors within 20 days of the Petition Date. Such claims are entitled to administrative priority and are required to be paid in full to confirm a plan of reorganization. and a portion of the Accounts Payable Claims are held by Creditors that

may be able to assert liens on account of any unpaid obligations, such as carrier liens, warehouseman's liens, and mechanics' liens. The failure to timely pay the Accounts Payable Claims of such Creditors could unnecessarily disrupt the Debtors' business operations.

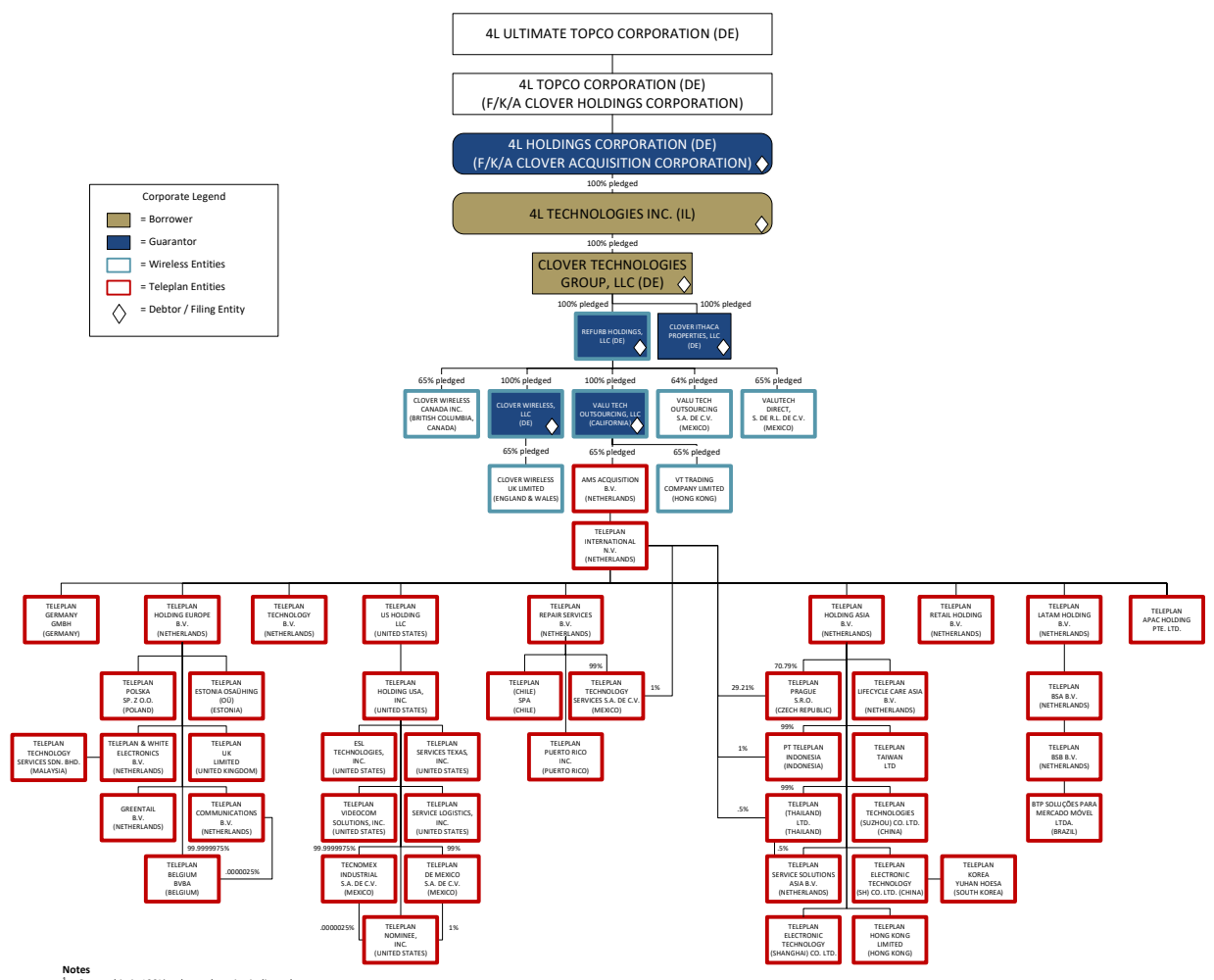
95. Prior to the Petition Date, and in the ordinary course of business, the Debtors may have ordered goods that will not be delivered until after the Petition Date (the "Outstanding Orders"). In the mistaken belief that they would be general unsecured creditors of the Debtors' estates with respect to such goods, certain suppliers may refuse to ship or transport such goods (or may seek to recall shipments then in-transit) with respect to such Outstanding Orders unless the Debtors issue substitute purchase orders postpetition—potentially disrupting the Debtors' ongoing business operations and requiring the Debtors to expend substantial time and effort in issuing such substitute orders.

96. The goods and services provided by the Creditors are necessary for the Debtors' day-to-day operations, and failure to receive the requested relief at the outset of these chapter 11 cases would likely result in Creditors stopping work for, or deliveries to, the Debtors, severely disrupting the Debtors' operations at this important juncture, and causing immediate and irreparable harm to the Debtors' estates. Further, failure to satisfy outstanding obligations to Creditors in the ordinary course would disrupt the "business as usual" message that is critical to the Debtors' ability to stabilize their operations and maintain customer confidence during this process.

97. I believe that the relief requested in the All Claims Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest, and will enable the Debtors to continue to operate their business in chapter 11. Accordingly, on behalf of the Debtors, I respectfully submit that the Court should approve the All Claims Motion.

Exhibit B

Corporate Organizational Structure



Notes

[1] – Ownership is 100% unless otherwise indicated.

Exhibit C

Restructuring Support Agreement

EXECUTION VERSION

4L HOLDINGS CORPORATION, *ET AL.*,

AMENDED AND RESTATED RESTRUCTURING SUPPORT AGREEMENT

December 10, 2019

THIS AMENDED AND RESTATED RESTRUCTURING SUPPORT AGREEMENT AND THE DOCUMENTS ATTACHED HERETO COLLECTIVELY DESCRIBE A PROPOSED RESTRUCTURING OF THE COMPANY PARTIES THAT WILL BE EFFECTUATED EITHER THROUGH FILING CHAPTER 11 CASES IN THE BANKRUPTCY COURT OR PURSUANT TO AN OUT-OF-COURT EXCHANGE.

THIS AMENDED AND RESTATED RESTRUCTURING SUPPORT AGREEMENT IS NOT AN OFFER OR A SOLICITATION WITH RESPECT TO ANY SECURITIES OF THE COMPANY PARTIES. ANY SUCH OFFER OR SOLICITATION SHALL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE.

THIS AMENDED AND RESTATED RESTRUCTURING SUPPORT AGREEMENT IS THE PRODUCT OF SETTLEMENT DISCUSSIONS AMONG THE PARTIES THERETO. ACCORDINGLY, THIS AMENDED AND RESTATED RESTRUCTURING SUPPORT AGREEMENT IS PROTECTED BY RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND ANY OTHER APPLICABLE STATUTES OR DOCTRINES PROTECTING THE USE OR DISCLOSURE OF CONFIDENTIAL SETTLEMENT DISCUSSIONS.

THIS AMENDED AND RESTATED RESTRUCTURING SUPPORT AGREEMENT DOES NOT PURPORT TO SUMMARIZE ALL OF THE TERMS, CONDITIONS, REPRESENTATIONS, WARRANTIES, AND OTHER PROVISIONS WITH RESPECT TO THE TRANSACTIONS DESCRIBED HEREIN, WHICH TRANSACTIONS WILL BE SUBJECT TO THE COMPLETION OF DEFINITIVE DOCUMENTS INCORPORATING THE TERMS SET FORTH HEREIN AND THE CLOSING OF ANY TRANSACTION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH DEFINITIVE DOCUMENTS AND THE APPROVAL RIGHTS OF THE PARTIES SET FORTH HEREIN AND IN SUCH DEFINITIVE DOCUMENTS.

This AMENDED AND RESTATED RESTRUCTURING SUPPORT AGREEMENT (including all exhibits, annexes, and schedules hereto in accordance with Section 16.02, this "**A&R Agreement**") dated as of December 9, 2019 (the "**Execution Date**") is entered into by and among the following parties, each in the capacity set forth on its signature page to this A&R Agreement (each of the following described in sub-clauses (i) through (iii) of this preamble, collectively, the "**Parties**"):[1]

i. 4L Holdings Corporation, a company incorporated under the Laws of Delaware ("**4L Holdings**"), and each of the affiliates and direct and indirect subsidiaries of 4L Holdings listed on **Schedule 1** attached to the Original RSA (as defined below) (together with 4L Holdings, collectively, the "**Company Parties**");

ii. the undersigned and non-Affiliated holders of, or investment advisors, sub-advisors, or managers of discretionary accounts that hold the Term Loans, that have executed and delivered counterpart signature pages to the Original RSA, a Joinder, or a Transfer Agreement to counsel to the Company Parties and Gibson Dunn (the "**Consenting Term Loan Lenders**"); and

iii. the undersigned and non-Affiliated holders of, or investment advisors, sub-advisors, or managers of discretionary accounts that hold Existing Interests in 4L Ultimate Topco Holdings Corporation, that have executed and delivered counterpart signature pages to the Original RSA, a Joinder, or a Transfer Agreement to counsel to the Company Parties (the "**Consenting Sponsors**" and together with the Consenting Term Loan Lenders, the "**Consenting Stakeholders**").

RECITALS

WHEREAS, the Parties entered in that certain Restructuring Support Agreement dated as of November 21, 2019 (as amended, the "**Original RSA**");

WHEREAS, the undersigned Consenting Term Loan Lenders constitute the Required Consenting Term Loan Lenders (as defined below);

WHEREAS, in accordance with Section 13 of the Original RSA, the Company Parties and Required Consenting Lenders (as defined below) desire to amend and restate the Original RSA consistent with the terms and conditions set forth herein;

WHEREAS, certain of the Company Parties have entered into the Imaging Sale Definitive Agreement, pursuant to which Buyer (as defined in the Imaging Sale Definitive Agreement) will purchase certain of the Company Parties' assets from the Company Parties, which Imaging Sale Definitive Agreement contemplates that the Closing (as defined in the Imaging Sale Definitive Agreement) of the Imaging Sale will occur prior to the Effective Date;

[1] Capitalized terms used but not defined in the preamble and recitals to this A&R Agreement have the meanings ascribed to them in Section 1.

WHEREAS, the Company Parties and the Consenting Stakeholders have in good faith and at arms' length negotiated or been apprised of certain restructuring and recapitalization transactions with respect to the Company Parties' capital structure on the terms set forth in this A&R Agreement, and as specified in the term sheet attached as **Exhibit A** hereto (as may be amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof, the "**Restructuring Term Sheet**") and the exhibits thereto (the "**Restructuring Transactions**");

WHEREAS, the Company Parties intend to implement the Restructuring Transactions in accordance with the terms set forth in this A&R Agreement by either (i) an out-of-court transaction (the "**Out-of-Court Exchange**") or (ii) commencing voluntary cases under chapter 11 of the Bankruptcy Code in the Bankruptcy Court (the "**Chapter 11 Cases**"), in either case, in accordance with the terms and conditions set forth herein and in the Restructuring Term Sheet; and

WHEREAS, the Parties have agreed to take certain actions in support of the Restructuring Transactions on the terms and conditions set forth in this A&R Agreement and the Restructuring Term Sheet.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound hereby, agrees as follows:

AMENDED AND RESTATED AGREEMENT

Section 1. ***Definitions and Interpretation***.

1.01. Definitions. The following terms shall have the following definitions:

"**4L Holdings**" has the meaning set forth in the preamble to this A&R Agreement.

"**Affiliate**" shall have the meaning set forth in section 101(2) of the Bankruptcy Code.

"**A&R Agreement**" has the meaning set forth in the preamble to this A&R Agreement and, for the avoidance of doubt, includes all the exhibits, annexes, and schedules hereto in accordance with Section 16.02 (including the Restructuring Term Sheet).

"**Amendment Effective Date**" means the date on which (a) the Company Parties and (b) the Required Consenting Term Loan Lenders have each executed and delivered a signature page to this A&R Agreement, or affirmed in writing that their signature pages to the Original RSA shall constitute an executed and delivered signature page to this A&R Agreement.

"**Agreement Effective Period**" means, with respect to a Party, the period from the Amendment Effective Date to the Termination Date applicable to that Party.

"**Alternative Restructuring Proposal**" means any plan, inquiry, proposal, offer, bid, term sheet, discussion, or agreement with respect to a sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt

investment, equity investment, liquidation, asset sale, share issuance, tender offer, recapitalization, plan of reorganization, share exchange, business combination, joint venture, provision of financing, or similar transaction involving any one or more Company Parties, or any Affiliates of the Company Parties, or the debt, equity, or other interests in any one or more Company Parties or any Affiliates of the Company Parties, in each case other than the Restructuring Transactions.

"**Bankruptcy Code**" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended.

"**Bankruptcy Court**" means the United States Bankruptcy Court for the District of Delaware administering the Chapter 11 Cases.

"**Business Day**" means any day other than a Saturday, Sunday, or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state of New York.

"**Causes of Action**" means any action, Claim, cause of action, controversy, demand, right, action, lien, indemnity, Interest, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license, and franchise of any kind or character whatsoever, whether known, unknown, contingent or noncontingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, in contract or in tort, in law or in equity, or pursuant to any other theory of law.

"**Chapter 11 Cases**" has the meaning set forth in the recitals to this A&R Agreement.

"**Claim**" shall have the meaning set forth in section 101(5) of the Bankruptcy Code.

"**Company**" means 4L Holdings and all of its Affiliates.

"**Company Parties**" has the meaning set forth in the preamble to this A&R Agreement.

"**Confidentiality Agreement**" means an executed confidentiality agreement, including with respect to the issuance of a "cleansing letter" or other public disclosure of material non-public information agreement, in connection with the proposed Restructuring Transactions.

"**Confirmation Order**" means the order of the Bankruptcy Court confirming the Plan pursuant to Section 1129 of the Bankruptcy Code, which Confirmation Order shall be in accordance with this A&R Agreement and the Definitive Documents.

"**Consenting Term Loan Lenders**" has the meaning set forth in the preamble to this A&R Agreement.

"**Consenting Sponsors**" has the meaning set forth in the preamble to this A&R Agreement.

"**Consenting Stakeholders**" has the meaning set forth in the preamble to this A&R Agreement.

"**Consenting Term Loan Lender Fees and Expenses**" has the meaning set forth in Section 16.22.

"**Consenting Term Loan Lender Releasing Parties**" has the meaning set forth in Section 14.01(a).

"**Consenting Term Loan Lender Released Parties**" has the meaning set forth in Section 14.01(b).

"**Definitive Documents**" has the meaning set forth in Section 2.02, which Definitive Documents shall be in accordance with this A&R Agreement.

"**Disclosed Letters**" has the meaning set forth in Section 3.01(b)(v).

"**Disclosure Statement**" means the related disclosure statement with respect to the Plan, which Disclosure Statement shall be in accordance with this A&R Agreement and the Definitive Documents.

"**Disclosure Statement Order**" means the order of the Bankruptcy Court approving the Disclosure Statement pursuant to Section 1125 of the Bankruptcy Code and modification of the automatic stay to permit the Consenting Stakeholders to provide any notices, including notices of termination, with respect to this A&R Agreement in accordance with the terms hereof or thereof, which Disclosure Statement Order will be in accordance with this A&R Agreement and the Definitive Documents.

"**Effective Date**" means the date on which all conditions to consummation of the Plan or the Out-of-Court Exchange (as applicable), have been satisfied in full or waived, in accordance with the terms of the Plan or the Out-of-Court Exchange (as applicable), and the Plan or Out-of-Court Exchange (as applicable) becomes effective.

"**Entity**" shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Execution Date**" has the meaning set forth in the preamble to this A&R Agreement.

"**Existing Common Stock**" means the common stock issued by 4L Ultimate Topco Holdings Corporation.

"**Existing Interests**" means the Interests in 4L Ultimate Topco Holdings Corporation arising from or related to the Existing Common Stock, including, for the avoidance of doubt, the Existing Common Stock.

"**Exit Credit Agreement**" means a credit agreement governing the Exit Financing (as such term is defined in the Restructuring Term Sheet), in form and substance acceptable to the Required Consenting Term Loan Lenders.

"**Final Order**" means an order or judgment of the Bankruptcy Court (or any other court of competent jurisdiction) entered by the Clerk of the Bankruptcy Court (or such other court) on the docket in the Chapter 11 Cases (or the docket of such other court), which has not been modified, amended, reversed, vacated or stayed and as to which (A) the time to appeal, petition for certiorari, or move for a new trial, stay, reargument, or rehearing has expired and as to which no appeal, petition for certiorari, or motion for new trial, stay, reargument, or rehearing shall then be pending or (B) if an appeal, writ of certiorari, new trial, stay, reargument, or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, stay, reargument, or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, stay, reargument, or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; provided that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Federal Rules of Bankruptcy Procedure, may be filed relating to such order, shall not cause an order not to be a Final Order.

"**First Day Pleadings**" means the first-day pleadings that the Company Parties determine, in consultation with the Required Consenting Stakeholders and subject to the reasonable consent of the Required Consenting Term Loan Lenders, are necessary or desirable to file.

"**Gibson Dunn**" means Gibson, Dunn & Crutcher LLP, counsel to certain of the Consenting Term Loan Lenders.

"**Greenhill**" means Greenhill & Co., LLC, financial advisor to certain of the Consenting Term Loan Lenders.

"**Imaging Sale**" means the sale of the business, assets, liabilities, and equity interests owned by Clover Technologies Group, LLC and related to the Imaging business.

"**Imaging Sale Buyer**" means the "Buyer" as defined in the Imaging Sale Definitive Agreement.

"**Imaging Sale Definitive Agreement**" means that certain Purchase and Sale Agreement by and among the Imaging Sale Buyer, Clover Imaging Holdings, LLC, Clover Technologies Group, LLC, 4L Ultimate Topco Corporation, 4L Holdings, and 4L Technologies Inc., as from time to time amended, modified, supplemented, or restated, including any exhibits or schedules thereto (including the Lender Group Release and the Seller Group Release).

"**Imaging Sale Effective Date**" means the "Closing Date" as such term is defined in the Imaging Sale Definitive Agreement.

"**Imaging Sale Released Claims**" means those claims and Causes of Action to be released pursuant to the Imaging Sale Releases, including any claims (whether direct or derivative), obligations, rights, suits, damages, causes of action (whether direct or derivative), remedies, and liabilities whatsoever based on or relating to, or in any manner arising from, in whole or in part

the negotiation, formulation, or preparation of the Imaging Sale and Imaging Sale Definitive Agreement.

"**Imaging Sale Releases**" means the Lender Group Release and the Seller Group Release (each as defined in the Imaging Sale Definitive Agreement).

"**Insolvency Proceeding**" means any corporate action, legal proceedings, or other procedure or step taken in any jurisdiction in relation to:

(a) the suspension of payments, a moratorium of any indebtedness, winding-up, bankruptcy, liquidation, dissolution, administration, receivership, administrative receivership, judicial composition, or reorganisation (by way of voluntary arrangement, scheme or otherwise) of any member of the Consolidated Group, including under the Bankruptcy Code;

(b) a composition, conciliation, compromise, or arrangement with the creditors generally of any member of the Consolidated Group or an assignment by any member of the Consolidated Group of its assets for the benefit of its creditors generally or any member of the Consolidated Group becoming subject to a distribution of its assets;

(c) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager, or other similar officer in respect of any member of the Consolidated Group or any of its assets;

(d) enforcement of any security over any assets of any member of the Consolidated Group; or

(e) any procedure or step in any jurisdiction analogous to those set out in the preceding sub-paragraphs (a) to (d).

"**Interest**" means, collectively, the shares (or any class thereof), common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profits interests of any Company Party, and options, warrants, rights, or other securities or agreements to acquire or subscribe for, or which are convertible into the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits interests of any Company Party (in each case whether or not arising under or in connection with any employment agreement).

"**Joinder**" means a joinder to this A&R Agreement substantially in the form attached hereto as **Exhibit B**.

"**Law**" means any federal, state, local, or foreign law (including common law), statute, code, ordinance, rule, regulation, order, ruling, or judgment, in each case, that is validly adopted, promulgated, issued, or entered by a governmental authority of competent jurisdiction (including the Bankruptcy Court).

"**Milestones**" means the milestones set forth in the Restructuring Term Sheet.

"**New Common Stock**" means the common stock of Reorganized Clover.

"**Original RSA**" has the meaning set forth in the preamble to this A&R Agreement and, for the avoidance of doubt, includes all the exhibits, annexes, and schedules hereto in accordance with Section 16.02 thereof (including the Restructuring Term Sheet attached thereto).

"**Original RSA Effective Date**" has the meaning assigned to the term "Agreement Effective Date" under the Original RSA.

"**Outside Date**" means (i) if the Restructuring Transactions are implemented through the Chapter 11 Cases, the date that is 65 days after the Petition Date or (ii) if the Restructuring Transactions are implemented through the Out-of-Court Exchange, February 21, 2020.

"**Parties**" has the meaning set forth in the preamble to this A&R Agreement.

"**Permitted Transfer**" means a Transfer of any Term Loan Claims that meets the requirements of Section 9.01.

"**Permitted Transferee**" means each transferee of any Term Loan Claims who meets the requirements of Section 9.01.

"**Petition Date**" means the date on which the Company Parties commence the Chapter 11 Cases in accordance with this A&R Agreement and the Definitive Documents.

"**Plan**" means the joint chapter 11 plan of reorganization filed by the Company Parties in the Chapter 11 Cases to implement the Restructuring Transactions in accordance with this A&R Agreement and the Definitive Documents.

"**Plan Supplement**" means the compilation of documents and forms of documents, schedules, and exhibits to the Plan that will be filed by the Company Parties with the Bankruptcy Court in accordance with this A&R Agreement and the Definitive Documents.

"**Qualified Marketmaker**" means an entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers Term Loan Claims (or enter with customers into long and short positions in Term Loan Claims), in its capacity as a dealer or market maker in Term Loan Claims and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt). For the avoidance of doubt, none of the Consenting Term Loan Lenders represented by Gibson Dunn are Qualified Marketmakers.

"**Release Revocation Notice**" has the meaning set forth in Section 15.01(a).

"**Releasing Parties**" has the meaning set forth in Section 14.01(b).

"**Reorganized Clover**" means 4L Holdings, as reorganized pursuant to and under the Restructuring Transactions or any successor thereto.

"**Required Consenting Term Loan Lenders**" means, as of the relevant date, one or more Consenting Term Loan Lenders that individually or collectively hold more than 50% of the aggregate outstanding principal amount of Term Loans that are held by all such Consenting Term Loan Lenders represented by Gibson Dunn.

"**Restructuring Term Sheet**" has the meaning set forth in the recitals to this A&R Agreement.

"**Restructuring Transactions**" has the meaning set forth in the recitals to this A&R Agreement.

"**Revocation Cure Period**" has the meaning set forth in Section 15.01(a).

"**Rules**" means Rule 501(a) of the Securities Act.

"**SEC**" means the Securities and Exchange Commission.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Seller-Agent Agreement**" means that certain Seller-Agent Agreement to be executed between 4L Holdings Corporation, certain of its affiliates and subsidiaries, and Wilmington Savings Fund Society, FSB as administrative agent, as from time to time amended, modified, supplemented, or restated, which shall be in form and substance reasonably acceptable to the Required Consenting Term Loan Lenders.

"**Shareholder Agreement**" means a shareholder agreement governing the shares of Reorganized Clover, in form and substance acceptable to the Required Consenting Term Loan Lenders.

"**Solicitation Materials**" means all solicitation materials in respect of the Out-of-Court Exchange and/or the Plan together with the Disclosure Statement, which Solicitation Materials shall be in accordance with this A&R Agreement and the Definitive Documents.

"**Sponsor Consent Right**" means each Consenting Sponsor's right to consent or approve any of the Definitive Documents (or any amendments, modifications, or supplements to the Definitive Documents) and shall apply solely to the extent any Definitive Document (i) modifies or affects the release, exculpation, injunction, or indemnification provisions related to such Consenting Sponsor as identified in the Restructuring Term Sheet and this A&R Agreement and implemented pursuant to the Plan or the Out-of-Court Exchange (as applicable), (ii) adversely affects the rights or obligations of such Consenting Sponsor pursuant to or identified in this A&R Agreement and implemented pursuant to the Plan or the Out-of-Court Exchange (as applicable), or (iii) modifies the form of recovery of such Consenting Sponsor pursuant to the Restructuring Term Sheet or Plan or the terms of the New Warrants; provided that any ruling by a Court of competent jurisdiction permitting a holder of Company Claims or Interests other than a Consenting Stakeholder to opt out of releases in the Plan shall not give rise to any consent right.

"**Sponsor Released Parties**" has the meaning set forth in Section 14.01(a).

"**Sponsor Releasing Parties**" has the meaning set forth in Section 14.01(b).

"Teleplan" means AMS Acquisition B.V., a private limited liability incorporated under the laws of the Netherlands.

"**Teleplan Acquisition**" means that certain acquisition wherein 4L Ultimate Topco Corporation or certain of its subsidiaries contemplate consummating an acquisition of Teleplan.

"**Teleplan Acquisition Definitive Agreement**" means that certain Agreement for Purchase and Sale of All the Issued Shares in AMS Acquisition B.V. by and among AMS Holding B.V. as seller and Valu Tech Outsourcing, LLC as purchaser, and 4L Holdings Corporation as guarantor, dated as of November 14, 2019, as from time to time amended, modified, supplemented, or restated.

"**Term Loan**" has the meaning assigned to the term "Term Loans" under the Term Loan Credit Agreement.

"**Term Loan Agent**" means Wilmington Savings Fund Society, FSB, in its capacity as Administrative Agent under the Term Loan Credit Agreement.

"**Term Loan Claims**" means any Claim derived from, based upon, or secured by the Term Loan Documents.

"**Term Loan Credit Agreement**" means any that certain Credit Agreement, dated as of May 8, 2014 (as amended, supplemented, or modified from time to time) among certain of the Company Parties, as borrower, the Term Loan Agent, as administrative agent for the lenders party thereto from time to time, and the Term Loan Lenders.

"Term Loan Lenders" has the meaning assigned to the term "Term Lender" under the Term Loan Credit Agreement.

"**Termination Date**" means the date on which termination of this A&R Agreement as to a Party is effective in accordance with Sections 12.01, 12.02, 12.03, 12.04, or 12.05.

"**Transfer**" means to sell, resell, reallocate, use, pledge, assign, transfer, hypothecate, participate, donate, or otherwise encumber or dispose of, directly or indirectly (including through derivatives, options, swaps, pledges, forward sales or other transactions).

"**Transfer Agreement**" means an executed form of the transfer agreement providing, among other things, that a transferee is bound by the terms of this A&R Agreement and substantially in the form attached hereto as **Exhibit C**.

1.02. Interpretation. For purposes of this A&R Agreement:

(a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender;

(b) capitalized terms defined only in the plural or singular form shall nonetheless have their defined meanings when used in the opposite form;

(c) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit shall mean such document, schedule, or exhibit, as it may have been or may be amended, restated, amended and restated, supplemented, or otherwise modified or replaced from time to time in accordance with this A&R Agreement; provided that any capitalized terms herein which are defined with reference to another agreement are defined with reference to such other agreement as of the date of this A&R Agreement, without giving effect to any termination of such other agreement or amendments to such capitalized terms in any such other agreement following the date hereof;

(d) unless otherwise specified, all references herein to "Sections" are references to Sections of this A&R Agreement;

(e) the words "herein," "hereof," and "hereto" refer to this A&R Agreement in its entirety rather than to any particular portion of this A&R Agreement;

(f) captions and headings to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this A&R Agreement;

(g) references to "shareholders," "directors," and/or "officers" shall also include "members" and/or "managers," as applicable, as such terms are defined under the applicable limited liability company laws;

(h) the use of "include" or "including" is without limitation, whether stated or not;

(i) the phrase "counsel to the Consenting Stakeholders" refers in this A&R Agreement to each counsel specified in Section 16.10 other than counsel to the Company Parties; and

(j) the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

Section 2. ***Effectiveness of this A&R Agreement.*** This A&R Agreement shall become effective and binding upon each of the Parties according to its terms as of 12:00 a.m., prevailing Eastern Standard Time, on the Amendment Effective Date, which is the date on which:

(a) each of the Company Parties shall have executed and delivered counterpart signature pages of this A&R Agreement to counsel to each of the Parties;

(b) the Required Consenting Term Loan Lenders have each executed and delivered a signature page to this A&R Agreement, or affirmed in writing that their signature pages to the Original RSA shall constitute an executed and delivered signature page to this A&R Agreement; provided, however, that signature pages executed by Consenting Stakeholders shall (i) be treated in accordance with Section 16.21 and (ii) be delivered to other Consenting Stakeholders in a redacted form that removes the details of such Consenting Stakeholders' holdings of Term Loan Claims; and

(c) counsel to the Company Parties shall have given notice to counsel to the Consenting Stakeholders in the manner set forth in Section 16.10 (by email or otherwise) hereof that the other conditions to the Amendment Effective Date set forth in this Section 2 have occurred.

2.02. Definitive Documents. The documents related to or otherwise utilized to implement or effectuate the Restructuring Transactions (collectively, the "**Definitive Documents**") shall include, among others:

(a) the First Day Pleadings and all orders sought pursuant thereto;

(b) the Plan;

(c) the Plan Supplement;

(d) the Disclosure Statement;

(e) the Solicitation Materials;

(f) the Exit Credit Agreement;

(g) the Shareholder Agreement;

(h) the Out-of-Court Exchange Documents;

(i) the Imaging Sale Definitive Agreement;

(j) the Teleplan Acquisition Definitive Agreement;

(k) the motion seeking to schedule a combined hearing to consider approval of the Disclosure Statement and confirmation of the Plan (including all exhibits, appendices, supplements, and related documents);

(l) any orders relating to the use of cash collateral (including any exhibits, schedules, amendments, modifications, or supplements thereto, or any order authorizing the incurrence of credit pursuant to section 364 of the Bankruptcy Code);

(m) the Confirmation Order;

(n) any other exhibits, schedules, amendments, modifications, supplements or other documents and/or agreements relating to any of the foregoing or to the Teleplan Acquisition Definitive Agreement;

(o) such other definitive documentation relating to a recapitalization or restructuring of the Company Parties as is necessary or desirable to consummate the Restructuring Transactions; and

(p) any and all deeds, agreements, filings, notifications, pleadings, orders, certificates, letters, instruments, or other documents related to the Restructuring Transactions (including any exhibits, amendments, modifications or supplements made from time to time thereto).

2.03. Consent Rights Regarding Definitive Documents. Each of the Definitive Documents shall be consistent in all respects with the terms and conditions set forth in this A&R Agreement, and shall otherwise be in form and substance reasonably acceptable to the Company Parties, the Required Consenting Term Lenders, and the Consenting Sponsors (solely to the extent required under the Sponsor Consent Right).

Section 3. ***Commitments of the Consenting Stakeholders***.

3.01. General Commitments, Forbearances, and Waivers.

(a) During the Agreement Effective Period, each Consenting Stakeholder agrees in respect of all of its Term Loan Claims and Existing Interests, as applicable, pursuant to this A&R Agreement to use commercially reasonable efforts to:

(i) support and cooperate with the Company Parties to take all commercially reasonable actions necessary to consummate the Restructuring Transactions in accordance with the (x) Plan and/or the Out-of-Court Exchange Documents, and (y) terms and conditions of this A&R Agreement, and vote and exercise any powers or rights available to it (including in any board, shareholders', or creditors' meeting or in any process requiring voting or approval to which they are legally entitled to participate), in each case in favor of any matter requiring approval to the extent necessary to implement the Restructuring Transactions;

(ii) in the case of the Consenting Term Loan Lenders, not, and shall not direct any other person to, exercise any right or remedy for the enforcement, collection, or recovery of any of the Term Loan Claims against the Company Parties other than in accordance with this A&R Agreement and the Definitive Documents;

(iii) in the case of the Consenting Term Loan Lenders, give any notice, order, instruction, or direction to the applicable Term Loan Agent necessary to give effect to the Restructuring Transactions, so long as the Consenting Term Loan Lenders are not required to incur any out-of-pocket costs or provide any indemnity in connection therewith;

(iv) negotiate in good faith and use commercially reasonable efforts to execute and implement the Definitive Documents to which it is required to be a party;

(v) (i) support and cooperate with the Company Parties to consummate the Restructuring Transactions, the Imaging Sale, and the Teleplan Acquisition in accordance with this A&R Agreement and the applicable Definitive Documents and (ii) with respect to the Consenting Sponsors only, not receive, and not cause any of its Affiliates (including GGC Administration, LLC ("**GGC**")) to receive any payments in connection with the Imaging Sale, the Teleplan Acquisition, or at the closing of either of the foregoing transactions;

(vi) in the case of the Consenting Sponsors, not prevent any Company Party from complying with its obligations under this A&R Agreement, the Imaging Sale Definitive Agreement, the Teleplan Acquisition Definitive Agreement, and each of the Definitive Documents;

(vii) support the Restructuring Transactions, the Teleplan Acquisition, and the Imaging Sale, and to act in good faith and take any and all actions necessary to consummate the Restructuring Transactions, the Teleplan Acquisition, and the Imaging Sale in a timely manner, including by (x) negotiating and consulting in good faith with the Company Parties regarding the terms and conditions of the Definitive Documents to which it is a party, (y) entering into and performing under the terms of each of the Definitive Documents, and (z) agreeing to support any and all release, exculpation, and/or indemnity provision contained within any of the Definitive Documents, solely to the extent that any such release, exculpation, and/or indemnity provision is consistent with the release, exculpation, and/or indemnity provisions in this A&R Agreement and the Restructuring Term Sheet;

(viii) to the extent any legal or structural impediment that would prevent, hinder, or delay the consummation of the Restructuring Transactions, the Imaging Sale, or the Teleplan Acquisition (as applicable), negotiate in good faith appropriate additional or alternative provisions to address any such impediment; provided that the economic outcome for the Consenting Term Loan Lenders, the anticipated timing of the closing, and other material terms of this A&R Agreement must be substantially preserved in any such alternate provisions;

(ix) refrain from directly or indirectly seeking, supporting, negotiating, engaging in any discussions relating to, or soliciting any Alternative Restructuring Proposal;

(x) in the case of the Consenting Sponsors, subject to and upon the occurrence of the Effective Date, waive all Claims against the Company Parties; and

(xi) in the case of the Consenting Sponsors, not (x) pledge, encumber, assign, sell, or otherwise transfer, offer, or contract to pledge, encumber, assign, sell, or otherwise transfer, in whole or in part, directly or indirectly, any portion of its right, title, or interests in any of its shares, stock, or other interests in any Company Party or any subsidiary thereof, in each case, other than direct or indirect transfers of interests in the Consenting Sponsors, (y) acquire any outstanding indebtedness of any Company Party or any subsidiary thereof, or (z) make any worthless stock deduction for any tax year ending on or prior to the Plan Effective Date, in the case of each of (x), (y), and (z), to the extent such pledge, encumbrance, assignment, sale, acquisition, declaration of worthlessness or other transaction or event may impair or adversely affect any of the tax attributes of the Company Parties or any of their subsidiaries (including under section 108 or 382 of the Internal Revenue Code of 1986 (as amended)).

(b) During the Agreement Effective Period, each Consenting Stakeholder agrees in respect of all of its Term Loan Claims and Existing Interests, as applicable, pursuant to this A&R Agreement, that it shall not directly or indirectly:

(i) object to, delay, impede, or take any action that is reasonably likely to interfere with acceptance, implementation, or consummation of the Restructuring Transactions;

(ii) propose, file, support, or vote for any Alternative Restructuring Proposal;

(iii) file any motion, pleading, or other document with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not materially consistent with this A&R Agreement or the Plan;

(iv) initiate, or have initiated on its behalf, any litigation or proceeding of any kind with respect to this A&R Agreement, any of the Restructuring Transactions, or the Chapter 11 Cases contemplated herein against the Company Parties or the other Parties other than to enforce this A&R Agreement or any Definitive Document, to effectuate the Restructuring Transactions in accordance therewith, or as otherwise permitted under this A&R Agreement;

(v) object to, delay, or impede (A) the payment of reasonable and documented fees and expenses incurred under any engagement letters or reimbursement letters for any professional advisors to the Company Parties or Consenting Term Loan Lenders in existence as of the Amendment Effective Date to the extent that copies of such engagement or reimbursement letters have been provided to the Consenting Stakeholders at least two (2) days prior to the Amendment Effective Date and have not thereafter been modified (such engagement and reimbursement letters, the "**Disclosed Letters**") or (B) orders of the Bankruptcy Court approving and authorizing (1) the retention of any such advisors by the Company Parties in accordance with the Disclosed Letters and (2) the payment of reasonable and documented fees and expenses incurred under the Disclosed Letters, provided, however, that notwithstanding anything to the contrary herein, any incremental incentive or transaction fees set forth in the Disclosed Letters that are payable based on consummation of a Restructuring without the commencement of one or more chapter 11 cases shall be subject to the written consent of the Required Consenting Term Loan Lenders; and

(vi) object to, delay, impede, or take any other action to interfere with the Company Parties' ownership and possession of their assets, wherever located, or, interfere with the automatic stay arising under section 362 of the Bankruptcy Code; provided, however, that nothing in this A&R Agreement shall limit the right of any party hereto to exercise any right or remedy provided under this A&R Agreement, the Confirmation Order or any other Definitive Document.

Section 4. ***Additional Provisions Regarding the Consenting Stakeholders' Commitments***. Notwithstanding anything contained in this A&R Agreement, and notwithstanding any delivery of a consent or vote to accept the Plan and/or the Out-of-Court Exchange (as applicable) by any Consenting Stakeholder, or any acceptance of the Plan and/or the Out-of-Court Exchange (as applicable) by any class of creditors, nothing in this A&R Agreement shall:

(a) be construed to prohibit any Consenting Stakeholder from contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this A&R Agreement;

(b) be construed to prohibit any Consenting Stakeholder from appearing as a party in interest in any matter to be adjudicated in a Chapter 11 Case, so long as such appearance and the positions advocated in connection therewith are not materially inconsistent with this A&R

Agreement and are not for the purpose of delaying, interfering, impeding, or taking any other action to delay, interfere, or impede, directly or indirectly, the Restructuring Transactions;

(c) affect the ability of any Consenting Stakeholder to consult with any other Consenting Stakeholder, the Company Parties, or any other party in interest;

(d) impair or waive the rights of any Consenting Stakeholder to assert or raise any objection not prohibited under this A&R Agreement;

(e) prevent any Consenting Stakeholder from enforcing this A&R Agreement;

(f) obligate a Consenting Stakeholder to deliver a vote to support the Plan and/or the Out-of-Court Exchange (as applicable) or prohibit a Consenting Stakeholder from withdrawing such vote, in each case from and after the Termination Date (other than a Termination Date as a result of the occurrence of the Effective Date); provided that, upon the withdrawal of any such vote after the Termination Date (other than a Termination Date as a result of the occurrence of the Effective Date), such vote shall be deemed void *ab initio*, and such Consenting Stakeholder shall have the opportunity to change its vote;

(g) (i) prevent any Consenting Stakeholder from taking any action that is required by applicable Law, (ii) require any Consenting Stakeholder to take any action that is prohibited by applicable Law or to waive or forego the benefit of any applicable legal privilege, or (iii) incur any expenses, liabilities, or other obligations, or agree to any commitments, undertakings, concessions, indemnities, or other arrangements that could result in expenses, liabilities, or other obligations; provided, however, that if any Consenting Stakeholder proposes to take any action that is otherwise materially inconsistent with this A&R Agreement in order to comply with applicable Law, such Consenting Stakeholder shall provide at least three (3) Business Days' advance notice to the Company Parties to the extent the provision of notice is practicable under the circumstances;

(h) prevent any Consenting Stakeholder by reason of this A&R Agreement or the Restructuring Transactions from making, seeking, or receiving any regulatory filings, notifications, consents, determinations, authorizations, permits, approvals, licenses, or the like; or

(i) prohibit any Consenting Stakeholder from taking any action that is not inconsistent with this A&R Agreement.

Section 5. ***Commitments of the Company Parties***.

5.01. Affirmative Commitments. Except as set forth in Section 6, during the Agreement Effective Period, the Company Parties shall:

(a) support and take all steps reasonably necessary and desirable to consummate the Restructuring Transactions in accordance with this A&R Agreement, including by timely complying with the Milestones;

(b) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring Transactions contemplated herein, support and take all steps reasonably necessary and desirable to address and resolve any such impediment;

(c) use commercially reasonable efforts to obtain any and all required governmental, regulatory (including self-regulatory), and/or third-party approvals for the Restructuring Transactions;

(d) negotiate in good faith and execute and deliver the Definitive Documents and any other required agreements to effectuate and consummate the Restructuring Transactions as contemplated by this A&R Agreement;

(e) actively oppose and object to the efforts of any person seeking to object to, delay, impede, or take any other action to interfere with the acceptance, implementation, or consummation of the Restructuring Transactions (including, if applicable, the filing of timely filed objections or written responses) to the extent such opposition or objection is reasonably necessary or desirable to facilitate implementation of the Restructuring Transactions;

(f) consult and negotiate in good faith with the Consenting Stakeholders and their advisors regarding the execution and implementation of the Restructuring Transactions;

(g) upon reasonable request of the Consenting Stakeholders, inform the advisors to the Consenting Stakeholders as to (i) the status and progress of the Restructuring Transactions, including progress in relation to the negotiations of the Definitive Documents, (ii) the status and progress of the Teleplan Acquisition (including efforts to replace the Teleplan Factoring Facility) and the Imaging Sale, and (iii) the status of obtaining any necessary or desirable authorizations (including any consents) from each Consenting Stakeholder, any competent judicial body, governmental authority, banking, taxation, supervisory, or regulatory body, or any stock exchange;

(h) inform counsel to the Consenting Stakeholders as soon as reasonably practicable after becoming aware of: (i) any event or circumstance that has occurred, or that is reasonably likely to occur (and if it did so occur), that would permit any Party to terminate, or that would result in the termination of, this A&R Agreement; (ii) any matter or circumstance that they know, or suspect is likely, to be a material impediment to the implementation or consummation of the Restructuring Transactions; (iii) any notice of any commencement of any material involuntary Insolvency Proceedings, legal suit for payment of debt, or securement of security from or by any person in respect of any Company Party or any subsidiary or affiliate of a Company Party; (iv) a breach of this A&R Agreement (including a breach by any Company Party); and (v) any representation or statement made or deemed to be made by any of them under this A&R Agreement that is or proves to have been materially incorrect or misleading in any respect when made or deemed to be made;

(i) use commercially reasonable efforts to maintain their good standing under the Laws of the state or other jurisdiction in which they are incorporated or organized;

(j) not (i) operate their business outside the ordinary course, taking into account the Restructuring Transactions, without the consent of the Required Consenting Term Loan Lenders

(not to be unreasonably withheld) or (ii) transfer any asset or right of the Company Parties or any asset or right used in the business of the Company Parties to any person or entity outside the ordinary course of business without the consent of the Required Consenting Term Loan Lenders (not to be unreasonably withheld);

(k) on or after the date hereof, not engage in any material merger, consolidation, disposition, acquisition, investment, dividend, incurrence of indebtedness, or other similar transaction outside of the ordinary course of business other than the Restructuring Transactions or the closing of the Imaging Sale or Teleplan Acquisition;

(l) provide the Consenting Term Loan Lenders with reasonable access to information regarding the operations of the Company and keep the advisors to the Consenting Term Loan Lenders informed regarding the status of the Teleplan Acquisition and Imaging Sale on a reasonably frequent basis, including through conference calls no less than once per week, to the extent requested, until the respective closing date of each such transaction;

(m) use commercially reasonable efforts to (i) provide counsel for the Consenting Stakeholders a reasonable opportunity to review draft copies of all First Day Pleadings and second day motions and proposed orders and, (ii) to the extent reasonably practicable, provide counsel for the Consenting Stakeholders a reasonable opportunity to review and provide comments on draft copies of all other substantive documents that the Company Parties intend to file with the Bankruptcy Court;

(n) remit, (i) upon closing of the Imaging Sale, the Estimated Closing Cash Payment (as such term is defined in the Imaging Sale Definitive Agreement), and (ii) the Positive Adjustment Amount (as such term is defined in the Imaging Sale Definitive Agreement), if any, when payable under the Imaging Sale Definitive Agreement, in each case to the Administrative Agent for distribution to the Lenders and otherwise cooperate with the Administrative Agent and comply with the Seller-Agent Agreement in connection therewith;

(o) cause Clover Technologies Group, LLC to provide a pledge of 65% of the voting stock or interests (as applicable) in Teleplan in connection with the Teleplan Acquisition no later than five (5) Business Days after the consummation of the Teleplan Acquisition;

(p) pay the Consenting Term Loan Lender Fees and Expenses;

(q) upon execution of the Imaging Sale Definitive Agreement, execute the Seller-Agent Agreement; and

(r) disclose, and make generally available to the public, all "Cleansing Material (as such term is defined in an applicable Confidentiality Agreement) to the extent required under any Confidentiality Agreement with any Consenting Term Loan Lender, and in accordance with the Milestones and the applicable Confidentiality Agreements.

5.02. Negative Commitments. Except as set forth in Section 6, during the Agreement Effective Period, each of the Company Parties shall not directly or indirectly:

(a) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Restructuring Transactions;

(b) take any action that is inconsistent with, or is intended to frustrate or impede approval, implementation, and consummation of the Restructuring Transactions described in this A&R Agreement and the Definitive Documents;

(c) modify either the Plan or the Out-of-Court Exchange Documents, in whole or in part, in a manner that is not materially consistent with this A&R Agreement and the Definitive Documents;

(d) file any motion, pleading, or other Definitive Documents with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not materially consistent with this A&R Agreement and the Definitive Documents;

(e) (i) make or declare any dividends, distributions, or other payments on account of its equity or membership interests, as applicable (other than as set forth in the Restructuring Term Sheet), (ii) directly or indirectly make or procure any payments to the Sponsors or GGC or any of their respective Affiliates or reimburse any professional fees incurred by any of the Sponsors or GGC or any of their respective Affiliates (other than as set forth in the Restructuring Term Sheet or to pay for services provided directly to the Company Parties by third parties pursuant to contracts with the Sponsors, GGC, or any of their respective affiliates, which contracts are in place as of the date of this A&R Agreement), or (iii) make any transfers (whether by dividend, distribution, or otherwise) to any direct or indirect parent entity or shareholder of the Company or GGC or any of their respective Affiliates (other than as set forth in the Restructuring Term Sheet); or

(f) amend, modify, or supplement the Imaging Sale Definitive Agreement or Teleplan Acquisition Definitive Agreement, except in accordance with this A&R Agreement.

Section 6. ***Additional Provisions Regarding Company Parties' Commitments***.

6.01. Notwithstanding anything to the contrary in this A&R Agreement, nothing in this A&R Agreement shall require a Company Party or the board of directors, board of managers, or similar governing body of a Company Party, after consulting with counsel, to take any action or to refrain from taking any action with respect to the Restructuring Transactions to the extent taking or failing to take such action would be inconsistent with applicable Law or its fiduciary obligations under applicable Law; provided, however, that to the extent that any such action or inaction is materially inconsistent with this A&R Agreement or would be deemed to constitute a breach hereunder, including a determination to pursue an Alternative Restructuring Proposal, the Company Parties shall provide the Consenting Stakeholders with at least one (1) Business Day's advance written notice prior to when it or they intend to take such action or inaction.

6.02. Notwithstanding anything to the contrary in this A&R Agreement but subject to Section 6.01 of this A&R Agreement, each Company Party and their respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or

representatives shall not solicit any Alternative Restructuring Proposals; provided that such Parties shall have the rights to: (a) consider, respond to, and facilitate Alternative Restructuring Proposals; (b) provide access to non-public information concerning any Company Party to any Entity or enter into Confidentiality Agreements or nondisclosure agreements with any Entity; (c) maintain or continue discussions or negotiations with respect to Alternative Restructuring Proposals; (d) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiation of Alternative Restructuring Proposals; and (e) enter into or continue discussions or negotiations with holders of Claims or Existing Interests against a Company Party (including any Consenting Stakeholder), any other party in interest (including, if applicable, in the Chapter 11 Cases (including any official committee and the United States Trustee)), or any other Entity regarding the Restructuring Transactions or Alternative Restructuring Proposals. At all times prior to the date on which the Company Parties enter into a definitive agreement in respect of an Alternative Restructuring Proposal, the Company Parties shall provide Gibson Dunn and Greenhill with reasonably prompt updates on the status of any discussions regarding an Alternative Restructuring Proposal (including without limitation any financing proposals) and a copy of any written offer or proposal for such Alternative Restructuring Proposal (including without limitation any financing proposals) within two (2) Business Days of the Company Parties' or their advisors' receipt of such offer or proposal.

6.03. Nothing in this A&R Agreement shall: (a) impair or waive the rights of any Company Party to assert or raise any objection permitted under this A&R Agreement in connection with the Restructuring Transactions; or (b) prevent any Company Party from enforcing this A&R Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this A&R Agreement.

Section 7. ***Voting and Motions.***

7.01. Consenting Term Loan Lender Voting and Motions.

If the Chapter 11 Cases are commenced:

(a) During the Agreement Effective Period, each Consenting Term Loan Lender that is entitled to vote to accept or reject the Plan pursuant to its terms agrees that it shall, subject to receipt by such Consenting Term Loan Lender of the Solicitation Materials:

(i) timely vote (or cause to be timely voted) each of its Term Loan Claims to accept the Plan by delivering its duly executed and completed ballot accepting the Plan following the commencement of the solicitation of the Plan and its actual receipt of the Solicitation Materials and the ballot;

(ii) to the extent it is permitted to elect whether to opt out of the releases set forth in the Plan, elect not to opt out of the releases set forth in the Plan by timely delivering its duly executed and completed ballot(s) indicating such election; and

(iii) not change, withdraw, amend, or revoke (or cause to be changed, withdrawn, amended, or revoked) any vote or election referred to in clauses (a)(i) and (ii) above; provided, however, that nothing in this A&R Agreement shall prevent any Party from

withholding, amending, or revoking (or causing the same) its timely consent or vote with respect to the Plan if this A&R Agreement has been terminated in accordance with its terms with respect to such Party.

Notwithstanding any other provision of this A&R Agreement, including this Section 7.01, nothing in this A&R Agreement shall require any Consenting Term Loan Lender to (i) incur any material expenses, liabilities, or other obligations, or agree to any commitments, undertakings, concessions, indemnities, or other arrangements that could result in expenses, liabilities, or other obligations to any Consenting Term Loan Lender or its Affiliates other than as expressly provided in this A&R Agreement (including the Restructuring Term Sheet) or (ii) provide any information that it determines, in its sole discretion, to be sensitive or confidential.

(b) During the Agreement Effective Period, each Consenting Term Loan Lender, in respect of each of its Term Loan Claims, will support, and will not directly or indirectly object to, delay, impede, or take any other action reasonably likely to interfere with any motion or other pleading or document filed by a Company Party in the Bankruptcy Court that is explicitly contemplated by and in accordance with this A&R Agreement.

7.02. Consenting Sponsor Voting and Covenants.

(a) If the Chapter 11 Cases are commenced, during the Agreement Effective Period, each Consenting Sponsor that is entitled to vote to accept or reject the Plan pursuant to its terms agrees that it shall, subject to receipt by such Consenting Sponsor of the Solicitation Materials:

(i) timely vote (or cause to be timely voted) each of its Existing Interests to accept the Plan by delivering its duly executed and completed ballot accepting the Plan following the commencement of the solicitation of the Plan and its actual receipt of the Solicitation Materials and the ballot;

(ii) to the extent it is permitted to elect whether to opt out of the releases set forth in the Plan, elect not to opt out of the releases set forth in the Plan by timely delivering its duly executed and completed ballot(s) indicating such election;

(iii) not change, withdraw, amend, or revoke (or cause to be changed, withdrawn, amended, or revoked) any vote or election referred to in clauses (a)(i) and (ii) above; provided, however, that nothing in this A&R Agreement shall prevent any Party from withholding, amending, or revoking (or causing the same) its timely consent or vote with respect to the Plan if this A&R Agreement has been terminated in accordance with its terms with respect to such Party; and

Notwithstanding any other provision of this A&R Agreement, including this Section 7.02, nothing in this A&R Agreement shall require any Consenting Sponsor to (A) incur any material expenses, liabilities, or other obligations, or agree to any commitments, undertakings, concessions, indemnities, or other arrangements that could result in expenses, liabilities, or other obligations to any Consenting Sponsor or its Affiliates other than as expressly provided in this A&R Agreement (including the Restructuring Term Sheet) or (B) provide any information that it determines, in its sole discretion, to be sensitive or confidential.

Transfer of Interests and Securities.

8.01. After the Amendment Effective Date, no Consenting Stakeholder shall Transfer any ownership (including any beneficial ownership as defined in the Rule 13d-3 under the Securities Exchange Act of 1934, as amended) in any Claims or Interests to any affiliated or unaffiliated party, including any party in which it may hold a direct or indirect beneficial interest, unless either: (i) the transferee executes and delivers to counsel to the Company Parties and Gibson Dunn, at or before the time of the proposed Transfer, a Transfer Agreement; or (ii) the transferee is a Consenting Stakeholder and the transferee provides notice of such Transfer (including the amount and type of Claims or Interests Transferred) to counsel to the Company Parties and Gibson Dunn at or before the time of the proposed Transfer.

8.02. Upon compliance with the requirements of Section 8.01, the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this A&R Agreement to the extent of the rights and obligations in respect of such transferred Claim or Interest, except as provided under Section 16.17 of this A&R Agreement. Any Transfer in violation of Section 8.01 shall be void *ab initio*.

8.03. This Agreement shall in no way be construed to preclude the Consenting Stakeholders from acquiring additional Claims or Interests; provided, however, that (a) such additional Claims or Interests shall automatically and immediately upon acquisition by a Consenting Stakeholder be deemed subject to the terms of this A&R Agreement (regardless of when or whether notice of such acquisition is given to counsel to the Company Parties or counsel to the Consenting Stakeholders) and (b) such Consenting Stakeholder must provide notice of such acquisition (including the amount and type of Claims or Interests acquired) to counsel to the Company Parties and Gibson Dunn within five (5) Business Days of such acquisition.

8.04. This Section 8 shall not impose any obligation on any Company Party to issue any "cleansing letter" or otherwise publicly disclose information for the purpose of enabling a Consenting Stakeholder to Transfer any of its Claims or Interests. Notwithstanding anything to the contrary herein, to the extent a Company Party and another Party have entered into a Confidentiality Agreement, the terms of such Confidentiality Agreement shall continue to apply and remain in full force and effect according to its terms, and this A&R Agreement does not supersede any rights or obligations otherwise arising under such Confidentiality Agreement.

8.05. Notwithstanding Section 8.01, a Qualified Marketmaker that acquires any Claims or Interests with the purpose and intent of acting as a Qualified Marketmaker for such Claims or Interests shall not be required to execute and deliver a Transfer Agreement in respect of such Claims or Interests if: (a) such Qualified Marketmaker subsequently transfers such Claims or Interests (by purchase, sale assignment, participation, or otherwise) within five (5) Business Days of its acquisition to a transferee that is an entity that is not an affiliate, affiliated fund, or affiliated entity with a common investment advisor; (b) the transferee otherwise is a Permitted Transferee under Section 8.01; and (c) the Transfer otherwise is a Permitted Transfer under Section 8.01. To the extent that a Consenting Stakeholder is acting in its capacity as a Qualified Marketmaker, it may Transfer (by purchase, sale, assignment, participation, or otherwise) any right, title, or interests in Claims or Interests that the Qualified Marketmaker acquires from a holder of the

Claims or Interests who is not a Consenting Stakeholder without the requirement that the transferee be a Permitted Transferee.

8.06. Notwithstanding anything to the contrary in this Section 8, the restrictions on Transfer set forth in this Section 8 shall not apply to the grant of any liens or encumbrances on any claims and interests in favor of a bank or broker-dealer holding custody of such claims and interests in the ordinary course of business and which lien or encumbrance is released upon the Transfer of such claims and interests.

Section 9. ***Representations and Warranties of Consenting Stakeholders.*** Each Consenting Stakeholder severally, and not jointly, represents and warrants that, as of the date such Consenting Stakeholder executes and delivers this A&R Agreement and as of the Effective Date:

(a) it is the beneficial or record owner of the face amount of the Term Loan Claims and Existing Interests, as applicable, or is the nominee, investment manager, or advisor for beneficial holders of the Term Loan Claims and Existing Interests, as applicable, reflected in, and it is not the beneficial or record owner of any Term Loan Claims or Existing Interests, as applicable, other than those reflected in such Consenting Stakeholder's signature page to this A&R Agreement, a Joinder, or a Transfer Agreement, as applicable (as may be updated pursuant to Section 8);

(b) it has the full power and authority to act on behalf of, vote and consent to matters concerning, such Term Loan Claims and Existing Interests, as applicable;

(c) such Term Loan Claims and Existing Interests, as applicable, are free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal, or other limitation on disposition, transfer, or encumbrances of any kind, that would adversely affect in any way such Consenting Stakeholder's ability to perform any of its obligations under this A&R Agreement at the time such obligations are required to be performed; and

(d) it has the full power to vote, approve changes to, and transfer all of its Term Loan Claims and Existing Interests, as applicable, referable to it as contemplated by this A&R Agreement subject to applicable Law.

Section 10. ***Representations and Warranties of Company Parties***. Each Company Party severally, and not jointly, represents and warrants that as of the date such Company Party executes and delivers this A&R Agreement and as of the Effective Date:

(a) to the best of its knowledge having made all reasonable inquiries, no order has been made, petition presented, or resolution passed for the winding up of or appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager, or other similar officer in respect of it or any other Company Party or affiliate or subsidiary of any Company Party, and no analogous procedure has been commenced in any jurisdiction; provided, however, that this Section 11 does not apply to any proceeding commenced in connection with filing the Chapter 11 Cases;

(b) within the 120 days preceding the execution of this A&R Agreement, no Company Party has made any dividend, distribution, or other payment (other than ordinary course expense

reimbursement) to any Sponsor or GGC or any of their respective Affiliates on account of its equity, other than as has been disclosed in writing to the advisors for the Consenting Term Loan Lenders prior to the execution of this A&R Agreement; and

(c) except as expressly provided for in this A&R Agreement, it has not entered into any arrangement (including with any individual creditor thereunder, irrespective of whether it is or is to become a Consenting Stakeholder) on terms that are not reflected in the Restructuring Term Sheet.

Section 11. ***Mutual Representations, Warranties, and Covenants; Further Assurances***. Each of the Parties represents, warrants, and covenants to each other Party, as of the date such Party executed and delivers this A&R Agreement:

(a) it is validly existing and in good standing (or the equivalent thereof) under the Laws of the jurisdiction of its organization, and this A&R Agreement is a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable Laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;

(b) except as expressly provided in this A&R Agreement, the Plan, the Out-of-Court Exchange Documents, the Restructuring Term Sheet, and the Bankruptcy Code (or as reasonably determined by the Company Parties and the Required Consenting Term Loan Lenders upon advice of counsel), no consent or approval is required by a governmental authority, banking, taxation, supervisory, or regulatory body or any stock exchange, third party, or any other person or entity in order for it to effectuate the Restructuring Transactions contemplated by, and perform its respective obligations under, this A&R Agreement other than any such consent or approval which has been obtained, provided, or otherwise satisfied prior to the Amendment Effective Date and which consent or approval has not been subsequently revoked;

(c) the entry into and performance by it of, and the transactions contemplated by, this A&R Agreement do not, and will not, conflict in any material respect with any Law or regulation applicable to it or with any of its articles of association, memorandum of association or other constitutional documents;

(d) except as expressly provided in this A&R Agreement, it has (or will have, at the relevant time) all requisite corporate or other power and authority to enter into, execute, and deliver this A&R Agreement and to effectuate the Restructuring Transactions contemplated by, and perform its respective obligations under, this A&R Agreement; and

(e) except as expressly provided by this A&R Agreement, it is not party to any restructuring or similar agreements or arrangements with the other Parties to this A&R Agreement that have not been disclosed to all Parties to this A&R Agreement.

Section 12. ***Termination Events.***

12.01. Consenting Term Loan Lender Termination Events. This Agreement may be terminated as to all Parties by the Required Consenting Term Loan Lenders, by the delivery to the

Company Parties of a written notice in accordance with Section 16.10 hereof, upon the occurrence and continuation of any of the following events, in each case, other than as contemplated by the Restructuring Transactions:

(a) the (i) breach (other than an immaterial breach) in any respect by a Company Party of any of the undertakings, representations, warranties, or covenants of the Company Parties set forth in this A&R Agreement or (ii) failure of the Company Parties to act in a manner materially consistent with this A&R Agreement, which breach or failure remains uncured (to the extent curable) for five (5) Business Days after the Required Consenting Term Loan Lenders transmit a written notice to the Company Parties in accordance with Section 16.10 hereof identifying such breach;

(b) the making public, modification, amendment, or filing of any of the Definitive Documents without the consent of the applicable Required Consenting Term Loan Lenders in accordance with this A&R Agreement;

(c) any Company Party's (i) withdrawal of the Plan or Out-of-court Exchange (unless the Out-of-Court Exchange is withdrawn substantially contemporaneously with the commencement of the Chapter 11 Cases in accordance with the Restructuring Term Sheet), (ii) public announcement of its intention not to support the Restructuring Transactions, or (iii) filing, public announcement, or execution of a definitive written agreement with respect to an Alternative Restructuring Proposal;

(d) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Restructuring Transactions, including the Plan and/or the Out-of-Court Exchange (as applicable), and (ii) either (A) such ruling, judgment, or order has been issued at the request of the Company Parties in contravention of any obligations set forth in this A&R Agreement or (B) remains in effect for five (5) days after such terminating Required Consenting Stakeholders transmit a written notice in accordance with Section 16.10 hereof detailing any such issuance; provided that this termination right may not be exercised by any Party that sought or requested such ruling or order in contravention of any obligation set out in this A&R Agreement;

(e) the failure to meet a Milestone, which has not been waived or extended in a manner consistent with this A&R Agreement;

(f) the entry of an order by the Bankruptcy Court, or the filing of a motion or application by any Company Party seeking an order (without the prior written consent of the Required Consenting Term Loan Lenders), (i) converting one or more of the Chapter 11 Cases of a Company Party to a case under chapter 7 of the Bankruptcy Code, (ii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code or a trustee under section 1104 of the Bankruptcy Code in one or more of the Chapter 11 Cases of a Company Party, (iii) dismissing one or more of the Chapter 11 Cases, (iv) terminating exclusivity under Bankruptcy Code section 1121, or (v) rejecting this A&R Agreement;

(g) if any Company Party (i) voluntarily commences any case or files any petition seeking bankruptcy, winding up, dissolution, liquidation, administration, moratorium, reorganization, or other relief under any federal, state, or foreign bankruptcy, insolvency, administrative receivership, or similar law now or hereafter in effect, except as contemplated by this A&R Agreement, (ii) consents to the institution of, or fails to contest in a timely and appropriate manner, any involuntary proceeding or petition described in the preceding subsection (i), (iii) applies for or consents to the appointment of a receiver, administrator, administrative receiver, trustee, custodian, sequestrator, conservator, or similar official with respect to any Company Party or for a substantial part of such Company Party's assets, (iv) makes a general assignment or arrangement for the benefit of creditors, or (v) takes any corporate action for the purpose of authorizing any of the foregoing;

(h) an order is entered by the Bankruptcy Court granting relief from the automatic stay imposed by section 362 of the Bankruptcy Code authorizing any party to proceed against any material asset of the Company Parties or that would materially and adversely affect any Company Party's ability to operate its business in the ordinary course;

(i) upon the delivery of notice by the Company Parties pursuant to Section 6.01;

(j) failure by the Company Parties to pay the fees and expenses set forth in Section 16.22 of this A&R Agreement as and when required, subject to applicable Law; provided, however, that the Effective Date shall not occur until and unless the fees and expenses set forth in Section 16.22 have been paid in full;

(k) any Company Party files any motion or pleading with the Bankruptcy Court that is not consistent in all material respects with this A&R Agreement and such motion has not been withdrawn within five (5) Business Days of receipt by the Company Parties of written notice from the Required Consenting Term Loan Lenders that such motion or pleading is inconsistent with this A&R Agreement.

12.02. Company Party Termination Events. Any Company Party may terminate this A&R Agreement as to all Parties upon prior written notice to all Parties in accordance with Section 16.10 hereof upon the occurrence of any of the following events:

(a) the breach (other than an immaterial breach) by Consenting Stakeholders holding an amount of Term Loans that would result in non-breaching Consenting Stakeholders holding less than two-thirds (66.7%) of the aggregate principal amount of the Term Loans of their undertakings, representations, warranties, or covenants set forth in this A&R Agreement that remains uncured for a period of five (5) Business Days after the receipt by the Company Parties of notice of such breach;

(b) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Restructuring Transactions and (ii) remains in effect for five (5) Business Days after such terminating Company Party transmits a written notice in accordance with Section 16.10 hereof detailing any such issuance; provided that this termination

right shall not apply to or be exercised to the extent a Company Party sought or requested such ruling or order in contravention of any obligation or restriction set out in this A&R Agreement; or

(c) two (2) Business Days after the delivery of notice by the Company Parties pursuant to Section 6.01.

12.03. Consenting Sponsor Termination Events. This Agreement may be terminated as to only the Consenting Sponsors, by the delivery by the Consenting Sponsors to the Company Parties of a written notice in accordance with Section 16.10 hereof, upon the occurrence and continuation of any of the following events, in each case, other than as contemplated by the Restructuring Transactions:

(a) the (i) breach (other than an immaterial breach) in any respect by a Company Party of any of the undertakings, representations, warranties, or covenants of the Company Parties set forth in this A&R Agreement or (ii) failure of the Company Parties to act in a manner materially consistent with this A&R Agreement, which breach or failure remains uncured (to the extent curable) for five (5) Business Days after the Consenting Sponsors transmit a written notice to the Company Parties in accordance with Section 16.10 hereof identifying such breach;

(b) the making public, modification, amendment, or filing of any of the Definitive Documents that is not consistent with the Sponsor Consent Right;

(c) any Company Party's (i) withdrawal of the Plan and/or Out-of-Court Exchange (unless the Out-of-Court Exchange is withdrawn substantially contemporaneously with the commencement of the Chapter 11 Cases in accordance with the Restructuring Term Sheet), (ii) public announcement of its intention not to support the Restructuring Transactions, or (iii) filing, public announcement, or execution of a definitive written agreement with respect to an Alternative Restructuring Proposal;

(d) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Restructuring Transactions, including the Plan and/or the Out-of-Court Exchange (as applicable), and (ii) either (A) such ruling, judgment, or order has been issued at the request of the Company Parties in contravention of any obligations set forth in this A&R Agreement or (B) remains in effect for five (5) days after such terminating Required Consenting Stakeholders transmit a written notice in accordance with Section 16.10 hereof detailing any such issuance; provided that this termination right may not be exercised by any Party that sought or requested such ruling or order in contravention of any obligation set out in this A&R Agreement;

(e) the entry of an order by the Bankruptcy Court, or the filing of a motion or application by any Company Party seeking an order (without the prior written consent of the Consenting Sponsors, not to be unreasonably withheld), (i) converting one or more of the Chapter 11 Cases of a Company Party to a case under chapter 7 of the Bankruptcy Code, (ii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code or a trustee under section 1104 of the Bankruptcy Code in one or more of the Chapter 11 Cases of a Company Party, (iii) dismissing one or more of the

Chapter 11 Cases, (iv) terminating exclusivity under Bankruptcy Code section 1121, or (v) rejecting this A&R Agreement;

(f) if any Company Party (i) voluntarily commences any case or files any petition seeking bankruptcy, winding up, dissolution, liquidation, administration, moratorium, reorganization, or other relief under any federal, state, or foreign bankruptcy, insolvency, administrative receivership, or similar law now or hereafter in effect, except as contemplated by this A&R Agreement, (ii) consents to the institution of, or fails to contest in a timely and appropriate manner, any involuntary proceeding or petition described in the preceding subsection (i), (iii) applies for or consents to the appointment of a receiver, administrator, administrative receiver, trustee, custodian, sequestrator, conservator, or similar official with respect to any Company Party or for a substantial part of such Company Party's assets, (iv) makes a general assignment or arrangement for the benefit of creditors, or (v) takes any corporate action for the purpose of authorizing any of the foregoing;

(g) upon the delivery of notice by the Company Parties pursuant to Section 6.01; or

(h) the Company Parties file any motion or pleading with the Bankruptcy Court that does not comply with the Sponsor Consent Right and such motion has not been withdrawn within five (5) Business Days of receipt by the Company Parties of written notice from the Consenting Sponsors that such motion or pleading is inconsistent with this A&R Agreement.

12.04. Mutual Termination. This Agreement, and the obligations of all Parties hereunder, may be terminated by mutual written agreement among all of the following: (a) the Required Consenting Term Loan Lenders; (b) the Consenting Sponsors; and (c) each Company Party.

12.05. Automatic Termination. This Agreement shall terminate automatically without any further required action or notice immediately upon consummation of the Plan or the Out-of-Court Exchange on the Effective Date.

12.06. Effect of Termination.

(a) Except as set forth in Section 16.17, upon the occurrence of a Termination Date as to a Party, this A&R Agreement shall be of no further force and effect as to such Party and each Party subject to such termination shall be released from its commitments, undertakings, and agreements under or related to this A&R Agreement and shall have the rights and remedies that it would have had, had it not entered into this A&R Agreement, and shall be entitled to take all actions, whether with respect to the Restructuring Transactions or otherwise, that it would have been entitled to take had it not entered into this A&R Agreement, including with respect to any and all Claims or Causes of Action. Upon the occurrence of a Termination Date prior to the Confirmation Order being entered by the Bankruptcy Court, any and all consents, agreements, undertakings, tenders, waivers, forbearances, ballots, and votes delivered by a Party subject to such termination before a Termination Date shall be deemed, for all purposes, to be null and void from the first instance and shall not be considered or otherwise used in any manner by the Parties in connection with the Restructuring Transactions and this A&R Agreement or otherwise. Notwithstanding anything to the contrary in this A&R Agreement, the foregoing shall not be

construed to prohibit a Company Party or any of the Consenting Stakeholders from contesting whether any such termination is in accordance with its terms or to seek enforcement of any rights under this A&R Agreement that arose or existed before a Termination Date. Except as expressly provided in this A&R Agreement, nothing herein is intended to, or does, in any manner, waive, limit, impair, or restrict (a) any right of any Company Party or the ability of any Company Party to protect and preserve its rights (including rights under this A&R Agreement), remedies, and interests, including its claims against any Consenting Stakeholder, and (b) any right of any Consenting Stakeholder, or the ability of any Consenting Stakeholder, to protect and preserve its rights (including rights under this A&R Agreement), remedies, and interests, including its claims against any Company Party or Consenting Stakeholder. No purported termination of this A&R Agreement shall be effective under this Section 12.06 or otherwise if the Party seeking to terminate this A&R Agreement is in material breach of this A&R Agreement, except a termination pursuant to Section 12.02(c). Nothing in this Section 12.06 shall restrict any Company Party's right to terminate this A&R Agreement in accordance with Section 12.02(c). For the avoidance of doubt, the automatic stay arising pursuant to section 362 of the Bankruptcy Code shall be deemed waived or modified for purposes of delivering any notices or exercising any rights hereunder.

(b) Notwithstanding anything to the contrary in this A&R Agreement, in the event that the Consenting Sponsors terminate this A&R Agreement, the Required Consenting Term Loan Lenders and Company Parties shall have the option (which shall be delivered in writing to the Company Parties or Consenting Term Loan Lenders, as applicable, including via e-mail) to (i) determine that the Consenting Term Loan Lenders or Company Parties will continue remaining Parties to this A&R Agreement in pursuit and support of the Plan and/or the Out-of-Court Exchange (as applicable) and the Restructuring Transactions, or (ii) terminate this A&R Agreement in accordance with Sections 12.01 or 12.02, as applicable. For the avoidance of doubt, upon termination of this A&R Agreement by the Consenting Sponsors, any releases of the Consenting Sponsors granted or provided for under this A&R Agreement shall terminate without requiring any further action by the Company Parties or Consenting Term Loan Lenders and regardless of whether the Required Consenting Term Loan Lenders exercise the continuation option in this Section 12.06(b).

Section 13. ***Amendments and Waivers.***

(a) This Agreement may not be modified, amended, or supplemented, and no condition or requirement of this A&R Agreement may be waived, in any manner except in accordance with this Section 13.

(b) This Agreement may be modified, amended, or supplemented, or a condition or requirement of this A&R Agreement may be waived, in a writing signed by (i) each Company Party (ii) the Required Consenting Term Loan Lenders; and (iii) solely with respect to any modification, amendment, supplement, or waiver that adversely affects the rights, obligations, or treatment of the Consenting Sponsors under this A&R Agreement, the Consenting Sponsors; provided, however, that if the proposed modification, amendment, waiver, or supplement has a material, disproportionate (as compared to other Consenting Stakeholders holding claims or interests within the same class as provided for in the Restructuring Term Sheet), and adverse effect on any of the Term Loan Claims or Existing Interests held by such Consenting Stakeholder(s), as

applicable, then the consent of each such affected Consenting Stakeholder shall also be required to effectuate such modification, amendment, waiver or supplement; and provided, further, that, solely with respect to modifications, amendments, or waivers of any Milestone, the written approval required by this Section 13 may be in the form of an email from the Required Consenting Term Loan Lenders' counsel (at the direction of the Required Consenting Term Loan Lenders) to the Company Parties' counsel confirming such amendment or modification.

(c) Any proposed modification, amendment, waiver, or supplement that does not comply with this Section 13 shall be ineffective and void *ab initio.*

(d) The waiver by any Party of a breach of any provision of this A&R Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy under this A&R Agreement shall operate as a waiver of any such right, power or remedy or any provision of this A&R Agreement, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise of such right, power or remedy or the exercise of any other right, power or remedy. All remedies under this A&R Agreement are cumulative and are not exclusive of any other remedies provided by Law.

Section 14. ***Releases*****.**

14.01. Releases.

(a) On the Original RSA Effective Date and subject in all respects to Section 15 hereof, each Consenting Term Loan Lender, on behalf of itself and its predecessors, successors and assigns, subsidiaries and affiliates that it has express written authority to bind, managed accounts or funds, current and former officers, directors, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, and other professionals, in each case in their capacity as such (collectively, the "**Consenting Term Loan Lender Releasing Parties**"), expressly and generally releases, acquits, and discharges (i) the Consenting Sponsors, (ii) the Consenting Sponsors' respective predecessors, successors and assigns, subsidiaries, affiliates (in each case of the foregoing, except the Company Parties), managed accounts or funds or investment vehicles, and each of such entities' respective current and former officers, directors, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, and other professionals of the Consenting Sponsors, and (iii) the current and former directors of the Company Parties, in each case with respect to the foregoing (i), (ii), and (iii), in their capacity as such (collectively, the "**Sponsor Released Parties**"), from any and all claims, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of the Company Parties, any claims asserted or assertable on behalf of any holder of any claim against or interest in the Company Parties and any claims asserted or assertable on behalf of any other entity, whether known or unknown, foreseen or unforeseen, matured or unmatured, in law, equity, contract, tort, or otherwise, by statute or otherwise, that any of the

Consenting Term Loan Lender Releasing Parties (whether individually or collectively) ever had, now has, or may have, based on or relating to, or in any manner arising from, in whole or in part, (a) the Company Parties, the Company Parties' restructuring efforts, intercompany transactions, (b) the Restructuring Transactions and any matters resolved, satisfied, and/or settled through the Restructuring Transactions and this A&R Agreement, including the negotiation, formulation, or preparation of the Restructuring Transactions and this A&R Agreement, and the negotiation, formulation, or preparation of the Teleplan Acquisition and the Imaging Sale, in each case, arising on or before the execution of this A&R Agreement, and (c) any other act or omission, transaction, agreement, event, or other occurrence, in each case relating to any of the foregoing (a) or (b) taking place on or before the execution of this A&R Agreement.

(b) On the Original RSA Effective Date and subject in all respects to Section 15 hereof, each of the Sponsor Released Parties, on behalf of itself and its predecessors, successors and assigns, subsidiaries and affiliates that it has express written authority to bind (in each case of the foregoing, except the Company), managed accounts or funds or investment vehicles, and each of such entities' respective current and former officers, directors, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, and other professionals, in each case in their capacity as such (collectively, the "**Sponsor Releasing Parties**" and together with the Consenting Term Loan Lender Releasing Parties, the "**Releasing Parties**"), expressly and generally releases, acquits, and discharges (i) the other applicable Sponsor Released Parties, (ii) each Consenting Term Loan Lender and the Term Loan Agent, and (iii) each Consenting Term Loan Lender's and the Term Loan Agent's respective predecessors, successors and assigns, subsidiaries, affiliates, managed accounts or funds, and each of such entities' respective current and former officers, directors, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, and other professionals of the Term Loan Agent and each Consenting Term Loan Lender, in each case with respect to the foregoing (i) through (iii), in their capacity as such ((ii) and (iii) of the foregoing, collectively, the "**Consenting Term Loan Lender Released Parties**"), from any and all claims, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of the Company, any claims asserted or assertable on behalf of any holder of any claim against or interest in the Company and any claims asserted or assertable on behalf of any other entity, whether known or unknown, foreseen or unforeseen, matured or unmatured, in law, equity, contract, tort, or otherwise, by statute or otherwise, that any of the Sponsor Releasing Parties (whether individually or collectively) ever had, now have, or may have, based on or relating to, or in any manner arising from, in whole or in part, (a) the Company Parties, the Company Parties' restructuring efforts, intercompany transactions, (b) the Restructuring Transactions and any matters resolved, satisfied, and/or settled through the Restructuring Transactions and this A&R Agreement, including the negotiation, formulation, or preparation of the Restructuring Transactions and this A&R Agreement, and the negotiation, formulation, or preparation of the Teleplan Acquisition and the Imaging Sale, in each case, arising on or before the execution of this A&R Agreement, and (c) any other act or omission, transaction, agreement, event, or other occurrence, in each case relating to any of the foregoing (a) or (b) taking place on or before the execution of this A&R Agreement.

(c) Subject to Section 14.01(g) and Section 15 hereof, each of the Releasing Parties knowingly grants this Release notwithstanding that each Releasing Party may hereafter discover facts in addition to, or different from, those which either such Releasing Party now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and each Releasing Party expressly waives any and all rights that such Releasing Party may have under any statue or common law principle that would limit the effect of the Release to those claims actually known or suspected to exist as or before the Original RSA Effective Date.

(d) Subject to Section 14.01(g) and Section 15 hereof, in connection with their agreement to the foregoing Release, each of the Releasing Parties knowingly and voluntarily waive and relinquish any and all provisions, rights, and benefits conferred by any law of the United States or any state or territory of the United States, or principle of common law, which governs or limits a person's release of unknown claims, comparable or equivalent to California Civil Code § 1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

(e) Each of the Releasing Parties hereby represents and warrants that it has access to adequate information regarding the terms of this A&R Agreement, the scope and effect of the Release, and all other matters encompassed by this A&R Agreement, to make an informed and knowledgeable decision with regard to entering into this A&R Agreement. Each of the Releasing Parties further represents and warrants that it has not relied upon any other Party in deciding to enter into this A&R Agreement and has instead made its own independent analysis and decision to enter into this A&R Agreement.

(f) Solely in the event the Imaging Sale is consummated, the Disclosure Statement, Plan, and Confirmation Order shall contain language reasonably acceptable to the Imaging Sale Buyer (i) acknowledging the granting, effectiveness, and enforceability of the Imaging Sale Releases and (ii) providing that the Imaging Sale Released Claims shall not be preserved or retained, whether pursuant to section 1123(b)(3)(B) of the Bankruptcy Code or otherwise.

(g) Notwithstanding anything to the contrary in this Section 14 or the Restructuring Term Sheet, the releases set forth herein shall not release (i) any obligations of any party or entity under this A&R Agreement, the Plan, any Definitive Document, the Imaging Sale Definitive Agreement, or the Teleplan Acquisition Definitive Agreement, or (ii) any claim related to any act or omission that is not actually known by the applicable Releasing Party as of the execution of this A&R Agreement that is determined in a final order of a court of competent jurisdiction to have constituted actual fraud or willful misconduct.

Section 15. ***Revocation of Release***.

15.01. Revocation of Release.

(a) Subject to Section 15.03 hereof, a Release provided in Section 14 hereof shall be deemed revoked if any Party receives a notice from any other Party (each, a "**Release Revocation Notice**") of the occurrence of a Release Revocation Event (as defined herein) and the recipient(s) of the Release Revocation Notice fails to cure such Release Revocation Event within five (5) business days of receipt of such Release Revocation Notice (the "**Revocation Cure Period**") or such Release Revocation Notice is not otherwise rescinded; provided that in the event the recipient(s) of a Release Revocation Notice disputes either the occurrence of a Release Revocation Event or the failure of the recipient(s) to cure the Release Revocation Event within the Revocation Cure Period, such recipient(s) shall have seven (7) business days from the expiration of the Revocation Cure Period to seek a determination by the Bankruptcy Court or such other court of competent jurisdiction having jurisdiction over such claim in accordance with this A&R Agreement as to whether a Release Revocation Event occurred and was not cured within the Revocation Cure Period.

15.02. Release Revocation Event. For purposes of this A&R Agreement, a "**Release Revocation Event**" means any of the following:

(a) a breach by any Party (other than the Party seeking to revoke the Release) of any material representation, warranty, covenant, or other provision of this A&R Agreement that gives rise to a termination right under this A&R Agreement;

(b) this A&R Agreement is terminated with respect to any of the Company Parties, including as a result of a Company Party's determination pursuant to Section 6.01 hereof;

(c) any Consenting Term Loan Lender brings an action or claim that has been released pursuant to Section 14 against any Imaging Sale Sponsor Released Party or Teleplan Acquisition Sponsor Released Party; or

(d) any Sponsor Released Party brings an action or claim that has been released pursuant to Section 14 against any Consenting Term Loan Lender Released Party.

(e) Notwithstanding anything herein to the contrary, neither the subsequent revocation of a Release, the subsequent occurrence of a Release Revocation Event, nor the subsequent issuance of a Release Revocation Notice shall in any way operate to revoke any release by any Party of any Causes of Action or any claim, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever that are released through the Imaging Sale Releases (which shall be effective upon the Imaging Sale Effective Date).

(f) Notwithstanding the foregoing subsections (a) and (b) of this Section 15.02, if the economic outcome for the Required Consenting Term Loan Lenders, the timing of the effective date of the Plan, and all other material terms as contemplated herein are substantially preserved, and the Company Parties and Consenting Term Loan Lenders did not suffer any material loss or expend material out-of-pocket costs in connection with the events or circumstances giving rise to the Release Revocation Event, the foregoing subsections (a) and (b) shall not constitute a Release Revocation Event.

15.03. Effect of Revocation of Release.

(a) Revocation of a Release as a result of a Release Revocation Event as contemplated in subsections (b), (c), and (d) of this Section 15.03 shall result in a full and complete restoration of any and all claims, liabilities, and causes of action subject to such Release, and such Release shall be void *ab initio*, in each case, to the extent contemplated in subsections (a), (b), (c), and (d) of this Section 15.03.

(b) In the case of a Release Revocation Event under subsection (a) of Section 15.02 hereof, if the breaching Party is a Sponsor Released Party, the Release in Section 14.01(a) hereof shall be revoked with respect to all of the Sponsor Released Parties (and such Sponsor Released Parties shall no longer have the benefit of such Release), and if the breaching Party is a Consenting Term Loan Lender, the Releases in Section 14.01(b) hereof shall be revoked solely with respect to such breaching Consenting Term Loan Lender and its respective Consenting Term Loan Lender Released Parties (and such Consenting Term Loan Lender Released Parties shall no longer have the benefit of such Release). Other than as set forth in this subsection (b) of Section 15.03 hereof, the revocation of any Release under subsection (a) of Section 15.01 hereof shall not operate as a revocation or, nor otherwise impair or affect, any other Release.

(c) In the case of a Release Revocation Event under subsection (b) or (d) of Section 15.02 hereof, the Releases in Sections 14.01(a) hereof shall be revoked in their entireties.

(d) In the case of a Release Revocation Event under subsection (c) of Section 15.02 hereof, the Releases granted by the Sponsor Releasing Parties in Section 14.01(b) hereof shall be revoked in their entirety.

Section 16. ***Miscellaneous***.

16.01. Acknowledgement. Notwithstanding any other provision herein, this A&R Agreement is not and shall not be deemed to be an offer with respect to any securities or solicitation of votes for the acceptance of a plan of reorganization for purposes of sections 1125 and 1126 of the Bankruptcy Code or otherwise. Any such offer or solicitation will be made only in compliance with all applicable securities Laws, provisions of the Bankruptcy Code, and/or other applicable Law.

16.02. Exhibits Incorporated by Reference; Conflicts. Each of the exhibits, annexes, signatures pages, and schedules attached hereto is expressly incorporated herein and made a part of this A&R Agreement, and all references to this A&R Agreement shall include such exhibits, annexes, and schedules. In the event of any inconsistency between this A&R Agreement (without reference to the exhibits, annexes, and schedules hereto) and the exhibits, annexes, and schedules hereto, this A&R Agreement (without reference to the exhibits, annexes, and schedules thereto) shall govern.

16.03. Further Assurances. Subject to the other terms of this A&R Agreement, the Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, or as may be required by order of the Bankruptcy Court, from time to time, to effectuate the Restructuring Transactions, as applicable; provided however that this Section 15.03 shall not limit the right of any party hereto to

exercise any right or remedy provided for in this A&R Agreement (including the approval rights set forth in Section 2.03).

16.04. Complete Agreement. Except as otherwise explicitly provided herein, this A&R Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, among the Parties with respect thereto, other than any Confidentiality Agreement.

16.05. GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM. THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. Notwithstanding the foregoing consent to jurisdiction in either a state or federal court of competent jurisdiction in the State and County of New York, upon the commencement of the Chapter 11 Cases, each of the Parties hereby agrees that, if the Chapter 11 Cases are pending, the Bankruptcy Court shall have exclusive jurisdiction over all matters arising out of or in connection with this A&R Agreement. Each Party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this A&R Agreement, to the extent possible, in the Bankruptcy Court, and solely in connection with claims arising under this A&R Agreement: (a) irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court; (b) waives any objection to laying venue in any such action or proceeding in the Bankruptcy Court; and (c) waives any objection that the Bankruptcy Court is an inconvenient forum or does not have jurisdiction over any Party hereto.

16.06. TRIAL BY JURY WAIVER. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

16.07. Execution of Agreement. This Agreement may be executed and delivered in any number of counterparts and by way of electronic signature and delivery, each such counterpart, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Except as expressly provided in this A&R Agreement, each individual executing this A&R Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this A&R Agreement on behalf of said Party.

16.08. Rules of Construction. This Agreement is the product of negotiations among the Company Parties and the Consenting Stakeholders, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this A&R Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof. The Company Parties and the Consenting Stakeholders were each represented by counsel during the negotiations and drafting of this A&R Agreement and continue to be represented by counsel.

16.09. Successors and Assigns; Third Parties. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors and permitted assigns, as

applicable. Aside from the Imaging Sale Buyer (which shall be deemed a third-party beneficiary of this A&R Agreement solely as to Sections 14.01(f) and 15.02(e) and solely in the event that the Imaging Sale is consummated), there are no third-party beneficiaries under this A&R Agreement, and the rights or obligations of any Party under this A&R Agreement may not be assigned, delegated, or transferred to any other person or entity. Notwithstanding anything to the contrary in this A&R Agreement, solely in the event that the Imaging Sale is consummated, the provisions of Sections 14.01(f) and 15.02(e) shall inure to the benefit of the Clover Imaging Buyer and Norwest Equity Partners, each of whom is intended to be a third-party beneficiary thereof.

16.10. Notices. All notices hereunder shall be deemed given if in writing and delivered, by electronic mail, courier, or registered or certified mail (return receipt requested), to the following addresses (or at such other addresses as shall be specified by like notice):

(a) if to a Company Party, to:

Clover Technologies Group, LLC
2700 West Higgins Road, Suite 100
Hoffman Estates, Illinois 60169
Attention: Richard Fischer
E-mail address: rfischer@clovertech.com

with copies to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 1002,2
Attention: Joshua Sussberg, P.C., Matthew Fagen, Francis Petrie, and Gary Kavarsky
E-mail address: joshua.sussberg@kirkland.com, matthew.fagen@kirkland.com, francis.petrie@kirkland.com, and gary.kavarsky@kirkland.com

-and-

Kirkland & Ellis LLP
300 North LaSalle
Chicago, Illinois 60654
Attention: Dan Latona
E-mail address: dan.latona@kirkland.com

(b) if to a Consenting Term Loan Lender, to each Consenting Term Loan Lender at the addresses or e-mail addresses set forth below the Consenting Term Loan Lender's signature page to this A&R Agreement (or to the signature page to a Joinder or Transfer Agreement in the case of any Consenting Term Loan Lender that becomes a party hereto after the Original RSA Effective Date):

with a copy to (which shall not constitute notice):

Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, New York 10166
Attention: Scott J. Greenberg, Michael J. Cohen, Steven A. Domanowski, and Matthew P. Porcelli
E-mail address: sgreenberg@gibsondunn.com, mcohen@gibsondunn.com, sdomanowski@gibsondunn.com, and mporcelli@gibsondunn.com

(c) if to a Consenting Sponsor, at the addresses or e-mail addresses set forth below the Consenting Sponsor's signature page to this A&R Agreement:

with a copy to (which shall not constitute notice):

Golden Gate Capital
One Embarcadero Center, 39th Floor
San Francisco, California 94111
Attention: Stephen Oetgen
E-mail address: soetgen@goldengatecap.com

Any notice given by delivery, mail, or courier shall be effective when received.

16.11. Independent Due Diligence and Decision Making. Each Consenting Stakeholder hereby confirms that its decision to execute this A&R Agreement has been based upon its independent investigation of the operations, businesses, financial and other conditions, and prospects of the Company Parties.

16.12. Enforceability of Agreement. The Parties hereby acknowledge and agree: (a) that the provision of any notice or exercise of termination rights under this A&R Agreement is not prohibited by the automatic stay provisions of the Bankruptcy Code; (b) that they waive any right to assert that the exercise of any notice or termination rights under this A&R Agreement is subject to the automatic stay provisions of the Bankruptcy Code and expressly stipulates and consents hereunder to the prospective modification of the automatic stay provisions of the Bankruptcy Code for purposes of exercising notice and termination rights under this A&R Agreement, to the extent the Bankruptcy Court determines that such relief is required; (c) that they shall not take a position to the contrary of this Section 15.12 in the Bankruptcy Court or any other court of competent jurisdiction; and (d) they will not initiate, or assert in, any litigation or other legal proceeding that this Section 15.12 is illegal, invalid, or unenforceable, in whole or in part.

16.13. Waiver. If the Restructuring Transactions are not consummated, or if this A&R Agreement is terminated for any reason other than pursuant to Section 12.05 hereof, the Parties fully reserve any and all of their rights. Pursuant to Federal Rule of Evidence 408 and any other applicable rules of evidence, this A&R Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms or the payment of damages to which a Party may be entitled under this A&R Agreement.

16.14. Specific Performance. It is understood and agreed by the Parties that money damages would be an insufficient remedy for any breach of this A&R Agreement by any Party, and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief (without the posting of any bond and without proof of actual damages) as a remedy of any such breach, including an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.

16.15. Several, Not Joint, Claims. Except where otherwise specified, the agreements, representations, warranties, and obligations of the Parties under this A&R Agreement are, in all respects, several and not joint.

16.16. Severability and Construction. If any provision of this A&R Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect if essential terms and conditions of this A&R Agreement for each Party remain valid, binding, and enforceable.

16.17. Survival. Notwithstanding (a) any Transfer of any Term Loan Claims in accordance with Section 9 or (b) the termination of this A&R Agreement in accordance with its terms, the agreements and obligations of the Parties in Section 12.06, Section 16 (except for Section 16.22 with respect to fees and expenses incurred after the termination of this A&R Agreement (other than with respect to fees and expenses incurred after the termination of this A&R Agreement due to the consummation of the Plan or the Out-of-Court Exchange on the Effective Date)), and any Confidentiality Agreement shall survive such Transfer and/or termination and shall continue in full force and effect.

16.18. Remedies Cumulative. All rights, powers, and remedies provided under this A&R Agreement or otherwise available in respect hereof at Law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party.

16.19. Capacities of Consenting Stakeholders. Each Consenting Stakeholder has entered into this agreement on account of all Term Loan Claims and Existing Interests that it holds (directly or through discretionary accounts that it manages or advises) and, except where otherwise specified in this A&R Agreement, shall take or refrain from taking all actions that it is obligated to take or refrain from taking under this A&R Agreement with respect to all such Term Loan Claims and Existing Interests, as applicable.

16.20. Email Consents. Where a written consent, acceptance, approval, or waiver is required pursuant to or contemplated by this A&R Agreement, pursuant to Section 14 or otherwise, including a written approval by the Company Parties, the Required Consenting Term Loan Lenders, or the Consenting Sponsors, such written consent, acceptance, approval, or waiver shall be deemed to have occurred if, by agreement between counsel to the Parties submitting and receiving such consent, acceptance, approval, or waiver, it is conveyed in writing (including electronic mail) between each such counsel without representations or warranties of any kind on behalf of such counsel.

16.21. Confidentiality and Publicity. Other than as may be required by applicable Law and regulation or by any governmental or regulatory authority, no Party shall disclose to any person (including, for the avoidance of doubt, any other Consenting Stakeholder), other than legal, accounting, financial, and other advisors to the Company Parties and Consenting Term Loan Lenders (who are under obligations of confidentiality to the Company Parties with respect to such disclosure, and, with respect to the advisors to the Company Parties, whose compliance with such obligations the Company Parties shall be responsible for), the name of, or the principal amount or percentage of the Term Loan Claims held by, any Consenting Stakeholder or any of its respective subsidiaries (including, for the avoidance of doubt, any Term Loan Claims acquired pursuant to any Transfer); provided, however, that the Company Parties shall be permitted to disclose at any time the aggregate principal amount of, and aggregate percentage of, any class of the Term Loan Claims held by the Consenting Stakeholders collectively; and, provided, further, that if requested by the Bankruptcy Court, the Company Parties may disclose the names of any Consenting Stakeholder (at the institution level) at a hearing in connection with the Chapter 11 Cases, but not the principal amount or percentage of the Term Loan Claims held by any such Consenting Term Loan Lender or any of its respective subsidiaries (including, for the avoidance of doubt, any Term Loan Claims acquired pursuant to any Transfer). Notwithstanding the foregoing, the Consenting Stakeholders hereby consent to the disclosure of the fact that the Company Parties executed this A&R Agreement and the terms, and contents thereof this A&R Agreement by the Company Parties in the Definitive Documents or as otherwise required by law or regulation; provided, however, that (i) if any of the Company Parties determines that it is required by the Definitive Documents or otherwise required by law or regulation to attach a copy of this A&R Agreement, any Joinder or Transfer Agreement to any Definitive Documents or any other filing or similar document relating to the transactions contemplated hereby, it will redact any reference to or identifying information concerning a specific Consenting Stakeholder and such Consenting Stakeholder's holdings (including before filing any pleading with the Bankruptcy Court) and (ii) if disclosure of additional identifying information of any Consenting Stakeholders is required by applicable Law, advance notice of the intent to disclose such information, if permitted by applicable Law, shall be given by the disclosing Party to each Consenting Stakeholder (who shall have the right to seek a protective order prior to disclosure). The Company Parties further agree that such information shall be redacted from "closing sets" or other representations of the fully executed Agreement, any Joinder or Transfer Agreement. Notwithstanding the foregoing, the Company Parties will submit to counsel for the Consenting Stakeholders all press releases, public filings, public announcements, or other communications with any news media, in each case, to be made by the Company Parties relating to this A&R Agreement or the transactions contemplated hereby and any amendments thereof at least two (2) Business Days (it being understood that such period may be shortened to the extent there are exigent circumstances that require such public communication to be made to comply with applicable Law) in advance of release, will take such counsel's view with respect to such communications into account and shall not disseminate to any news media any press releases, public filings, public announcements, or other communications relating to this A&R Agreement or the transactions contemplated hereby and any amendments thereof without first receiving the prior written consent of the Required Consenting Term Loan Lenders, with such consent not to be unreasonably delayed, conditioned, or withheld. Nothing contained herein shall be deemed to waive, amend or modify the terms of any Confidentiality Agreement.

16.22. Fees and Expenses. Regardless of whether the Restructuring Transactions are consummated, the Company Parties shall promptly pay in cash all reasonable and documented fees and expenses of (i) (a) Gibson Dunn, as counsel to the Consenting Term Loan Lenders, and (b) Greenhill, as financial advisor to the Consenting Term Loan Lenders and (ii) any consultants or other professionals retained by the Consenting Term Loan Lenders represented by Gibson Dunn in connection with the Company Parties or the Restructuring Transactions with the consent of the Company Parties (not to be unreasonably withheld), in each case, in accordance with the engagement letters of such consultant or professional signed by the Company Parties, including, without limitation, any completion fees contemplated therein, and in each case, without further order of, or application to, the Bankruptcy Court but such consultant or professionals (collectively, the "**Consenting Term Loan Lender Fees and Expenses**"); provided, however, that simultaneously with the execution of this A&R Agreement, the Company Parties shall pay all such unpaid Consenting Term Loan Lender Fees and Expenses incurred at any time prior to the Amendment Effective Date.

16.23. Relationship Among Parties. Notwithstanding anything to the contrary herein, the duties and obligations of the Consenting Stakeholders under this A&R Agreement shall be several, not joint. None of the Consenting Stakeholders shall have any fiduciary duty, any duty of trust or confidence in any form, or other duties or responsibilities to each other, any Consenting Stakeholder, any Company Party, or any of the Company Party's respective creditors or other stakeholders, and there are no commitments among or between the Consenting Stakeholders, in each case except as expressly set forth in this A&R Agreement. It is understood and agreed that any Consenting Stakeholder may trade in any debt or equity securities of any Company Parties without the consent of the Company or any Consenting Stakeholder, subject to Section 9 of this A&R Agreement and applicable securities laws. No prior history, pattern or practice of sharing confidence among or between any of the Consenting Stakeholders, and/or the Company Parties shall in any way affect or negate this understanding and agreement. The Parties have no agreement, arrangement, or understanding with respect to acting together for the purpose of acquiring, holding, voting, or disposing of any securities of any of the Company Parties and do not constitute a "group" within the meaning of Section 13(d)(3) of the Exchange Act or Rule 13d-5 promulgated thereunder. For the avoidance of doubt: (a) each Consenting Stakeholder is entering into this A&R Agreement directly with the Company and not with any other Consenting Stakeholder; and (b) no Consenting Stakeholder shall, nor shall any action taken by a Consenting Stakeholder pursuant to this A&R Agreement, be deemed to be acting in concert or as any group with any other Consenting Stakeholder with respect to the obligations under this A&R Agreement nor shall this A&R Agreement create a presumption that the Consenting Stakeholders are in any way acting as a group. All rights under this A&R Agreement are separately granted to each Consenting Stakeholder by the Company and vice versa, and the use of a single document is for the convenience of the Company. The decision to commit to enter into the transactions contemplated by this A&R Agreement has been made independently.

16.24. Damages. Notwithstanding anything to the contrary in this A&R Agreement, none of the Parties shall claim or seek to recover from any other Party on the basis of anything in this A&R Agreement any punitive, special, indirect or consequential damages or damages for lost profits.

Section 17. ***Fiduciary Duties.*** Notwithstanding any other provision in this A&R Agreement to the contrary, nothing in this A&R Agreement shall require the Company, nor any board of directors or managers of the Company or any Company Party, to take or refrain from taking any action pursuant to this A&R Agreement (including, without limitation, terminating this A&R Agreement pursuant to Section 12.02(c) hereof), to the extent the respective board of directors or mangers reasonably determines in good faith, based on the written advice of external counsel (including counsel to the Company), that taking, or refraining from taking, such action, as applicable, would be inconsistent with its fiduciary obligations under applicable Law, and any such action or inaction pursuant to such exercise of fiduciary duties (including, without limitation, terminating this A&R Agreement pursuant to Section 12.02(c) hereof) shall not be deemed to constitute a breach of this A&R Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this A&R Agreement on the day and year first above written.

[*Signature Pages Follow*]

[Signature Pages Intentionally Omitted]

EXHIBIT A

Amended and Restated Restructuring Term Sheet

EXECUTION VERSION

4L TECHNOLOGIES
RESTRUCTURING TERM SHEET

This term sheet (this "**Term Sheet**") summarizes certain terms and conditions (and does not purport to summarize all of the terms and conditions) of the proposed restructuring described below (the "**Restructuring**"). This Term Sheet is presented for discussion purposes only, does not constitute a commitment to provide, accept, or consent to any financing or otherwise create any implied or express legally binding or enforceable obligation on any party (or any affiliates of a party), at law or in equity, to negotiate or enter into definitive documentation related to the Restructuring or to negotiate in good faith or otherwise.

THIS TERM SHEET DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER TO SELL OR BUY, OR THE SOLICITATION OF AN OFFER TO SELL OR BUY ANY SECURITIES OR A SOLICITATION OR ACCEPTANCE OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE (AS DEFINED BELOW), IT BEING UNDERSTOOD THAT ANY SUCH OFFER OR SOLICITATION WILL BE MADE ONLY IN COMPLIANCE WITH APPLICABLE LAW.

Without limiting the generality of the foregoing, this Term Sheet and the undertakings contemplated herein are subject in all respects to the negotiation, execution and delivery of definitive documentation in form and substance consistent with this Term Sheet and otherwise acceptable to the Company Parties and the Consenting Stakeholders as well as the satisfactory completion of due diligence (including, without limitation, with respect to the tax implications of the Restructuring).

This Term Sheet, together with the associated amended and restated restructuring support agreement by and among the Company Parties, the Consenting Term Loan Lenders signatories thereto, and the Consenting Sponsors (each as defined below) signatory thereto dated as of December 10, 2019 (the "**A&R Restructuring Support Agreement**") is provided as part of a settlement proposal in furtherance of settlement discussions and is entitled to protection from any use or disclosure to any party or person pursuant to Federal Rule of Evidence 408 and any applicable statutes, doctrines or rules protecting the use or disclosure of confidential information and information exchanged in the context of settlement discussions.[1]

Restructuring Terms	
Overview of the Restructuring	This Term Sheet contemplates the restructuring of 4L Holdings Corporation, a Delaware corporation (the "**Company**"), and certain of its subsidiaries identified on Annex 1 attached to this Term Sheet (each a "**Company Party**," and collectively, the "**Company Parties**"). The restructuring will be consummated

[1] Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the A&R Restructuring Support Agreement.

	pursuant to either (a) an out-of-court exchange transaction (the "**Out-of-Court Exchange**") pursuant to definitive documents in form and substance acceptable to the Required Consenting Lenders (as defined below) (the "**Out-of-Court Exchange Documents**"); or (b) voluntary cases (the "**Chapter 11 Cases**") commenced by the Company Parties under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"), which may be pursuant to a "prepackaged"[2] chapter 11 plan of reorganization (together with all exhibits, annexes and schedules thereto, as each may be amended, restated, amended and restated, supplemented or otherwise modified in accordance with its terms, the "**Plan**") to be confirmed by the Bankruptcy Court. To effectuate the Restructuring, certain parties, including: (i) the Company Parties, (ii) certain term lenders (the "**Lenders**") under that certain Credit Agreement dated as of May 8, 2014, among 4L Holdings Corporation, as holdings, Clover Technologies Group, LLC and 4L Technologies Inc., as borrowers, the lenders party thereto, and Wilmington Savings Fund Society, FSB as administrative agent (as successor to Bank of America, N.A.) (the "**Agent**," and together with the Lenders, the "**Secured Parties**"), as amended through the date hereof (the "**Credit Agreement**," and the term loans thereunder, the "**Term Loans**") (those Lenders that are signatories to the Original RSA are referred to as the "**Consenting Lenders**"), and (iii) certain of the Company's current equity holders listed on **Exhibit 1** hereto collectively holding 72.8% of the Company's equity (all equity holders, the "**Sponsors**", and such Sponsors that executed the Original RSA, the "**Consenting Sponsors**" and, together with the Consenting Lenders, the "**Consenting Stakeholders**"), entered into the Original RSA, and the Company Parties and Required Consenting Lenders entered into the A&R Restructuring Support Agreement. On the effective date of the Restructuring (the "**Effective Date**"): (a) the Obligations under the Credit Agreement (the "**Secured Credit Agreement Claims**") shall be deemed Allowed[3] in

[2] Implementation, subject to cost-benefit analysis, including with respect to potential contract and lease rejections, unsecured claims analysis, tax considerations, etc. Advisors to work together and prioritize this analysis.

[3] "**Allowed**" means, with respect to any claim or interest: (a) a claim or interest as to which no objection has been filed and that is evidenced by a proof of claim or interest, as applicable, timely filed by the applicable bar date, if any, or that is not required to be evidenced by a filed proof of claim or interest, as applicable, under the Plan, the Bankruptcy Code, or a final order; (b) a claim or interest that is scheduled by the Company as neither disputed, contingent, nor unliquidated, and as for which no proof of claim or interest, as applicable, has been timely filed; or (c) a claim or interest that is Allowed (i) pursuant to the Plan, (ii) in any stipulation that is approved by the

	full, and each Lender will receive its pro rata share of and interest in: (i) Under the Chapter 11 Cases, 100%, or under the Out-of-Court Exchange, 80% of the common stock in Reorganized Clover (each of the Company Parties, as reorganized, a "**Reorganized Clover Entity**"; such common stock, the "**New Common Stock**") (subject in each case to dilution from the Management Incentive Plan (as defined below) and the Warrants (as defined below)); (ii) Under the Out-of-Court Exchange, a commitment payment of 20% of the New Common Stock (subject to dilution from the Management Incentive Plan (as defined below) and the Warrants (as defined below); *provided that* such payment shall only be available to Lenders that execute and deliver all necessary acceptances and consents to the Plan and Out-of-Court Exchange by no later than 14 days after the commencement of the Plan Solicitation (as defined below); (iii) Term loans under the Take-Back Term Loan Facility (as defined below); and (iv) 100% of Excess Cash to the extent not distributed to the Lenders in connection with the consummation of the Imaging Sale;[4] and

Bankruptcy Court, or (iii) pursuant to any contract, instrument, indenture, or other agreement entered into or assumed in connection herewith. Except as otherwise specified in the Plan or any final order of the Bankruptcy Court, the amount of an Allowed claim shall not include interest or other charges on such claim from and after the Petition Date. No claim of any entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such entity pays in full the amount that it owes such debtor or reorganized debtor, as applicable.

[4] "**Excess Cash**" means the sum of: (a) to the extent the Imaging Sale is consummated, all net cash proceeds generated therefrom, subject to achieving the minimum cash balance levels in clause (b) of this sentence; and, as applicable, (b) all balance sheet cash in excess of (i) with respect to Imaging business, all $6.8 million of foreign cash plus $7.5 million of domestic cash, (ii) with respect to the Wireless business, consolidated cash of $7.5 million ($5.0 million to the extent the Imaging Sale is not consummated), (iii) with respect to the Teleplan business, consolidated cash of €7.5 million (€5.0 million to the extent the Imaging Sale is not consummated), (iv) post-closing peak usage needs to be determined by the Company Parties and Required Consenting Lenders in good faith (and the determination thereof shall not include customer prepayments), and (v) tax leakage (whether due to withholding tax, income tax, or other tax considerations) and repatriation costs, with the Company Parties and Required Consenting Lenders to discuss in good faith whether to instead leave cash subject to such tax leakage and repatriation costs on the balance sheet; *provided that* (y) the Imaging business shall have access to the New Senior Secured Credit Facility (as defined herein) for post-closing working capital needs; and (z) the repatriation of any foreign cash shall be subject to any non-tax limitations on the ability to repatriate such cash, *provided that* the determination of such limitations shall be made by the Company Parties in good faith and in consultation with the Consenting Lenders; *provided, further, that* (y) and

	(b) in exchange for: (i) the full cancellation of all existing securities issued by the Company Parties or their parent entities (the "**Existing Equity Interests**"); (ii) the waiver of all unsecured claims held by the Consenting Sponsors (including any amounts due and payable before the Company's entry into the Imaging Sale Definitive Agreement; and (iii) for other valuable consideration rendered to the Company, the Sponsors shall receive warrants for 5.0% of the New Common Stock (subject to dilution from the Management Incentive Plan (as defined below)) with a five year tenor (the "**Warrants**") and at an aggregate equity value strike price equal to the sum of the (i) principal amount of the Obligations under the Credit Agreement plus (ii) accrued interest (including accrued default interest through the Effective Date) minus (iii) net cash proceeds generated from the Imaging Sale that are used to pay down the Term Loan minus (iv) the principal amount of the Take-Back Term Loan Facility minus (v) 100% of Excess Cash to the extent not distributed to the Lenders in connection with the consummation of the Imaging Sale (collectively, the "**Initial Warrant Strike Price**"). The aggregate Initial Warrant Strike Price shall be subject to any applicable customary anti-dilution adjustment and shall be stated on a per-Warrant basis within each Warrant. The Initial Warrant Strike Price shall accrue interest at the contract rate after the Effective Date. To the extent that Reorganized Clover makes a distribution/dividend payment on account of the New Common Stock issued in exchange for the Secured Credit Agreement Claims, this distribution will reduce the Initial Warrant Strike Price (as then adjusted pursuant to customary anti-dilution provisions), on a dollar for dollar basis for each share into which such Warrant is then convertible (after taking into account any applicable customary anti-dilution adjustments) and change the warrant strike price ("**Future Warrant Strike Price**"). The Future Warrant Strike Price will accrue interest at the contract rate and will be adjusted (by deducting) additional distributions/dividends to the extent made; The Warrants shall be entitled to Black Scholes protection for the first thirty (30) months of the Warrants' tenor.
Company Transactions	The Company, pursuant to the terms and conditions of the Credit Agreement and in consultation with the Required Consenting

(z) shall be subject to the Company Parties' and Required Consenting Lenders' mutual understanding of the quantum of capital impacted thereby.

	Lenders:[5] (a) may determine to sell its Imaging business (the "**Imaging Sale**"); pursuant to the Imaging SPA (as defined below) and (b) has committed to acquire AMS Holding B.V., a private limited liability company incorporated under the laws of the Netherlands ("**Teleplan**") pursuant to a share purchase agreement (the "**Teleplan SPA**") in form and substance acceptable to the Required Consenting Lenders (the "**Teleplan Acquisition**"). For the avoidance of doubt, to the extent the Imaging Sale is consummated prior to the commencement (if applicable) of the Chapter 11 Cases, the net cash proceeds generated therefrom (taking into account post-closing capital requirements of the Teleplan business, tax leakage and other similar considerations) shall be used to pay down the Secured Credit Agreement Claims on the closing date of the Imaging Sale in accordance with the terms of that certain Seller Agent Agreement dated as of November 14, 2019, between 4L Holdings Corporation, certain of its affiliates and subsidiaries, and Wilmington Savings Fund Society, FSB as administrative agent. The Company Parties shall take all commercially reasonably necessary action to ensure that all Property (other than Excluded Property (as defined in the Credit Agreement)), of any Domestic Subsidiary (as defined in the Credit Agreement) (other than Excluded Subsidiaries (as defined in the Credit Agreement)) acquired in connection with the Teleplan Acquisition, becomes Collateral (as defined in the Credit Agreement) promptly following closing (and in any event within 60 days of closing or such longer period as determined by the Agent in its sole discretion), subject to documentation in form and substance reasonably acceptable to the Required Consenting Lenders, provided that within five (5) business days of the closing of the Teleplan Acquisition, the Company Parties shall take all commercially reasonably necessary action to ensure that at least 65% of the stock of AMS Acquisition, B.V. becomes Collateral, subject to documentation in form and substance reasonably acceptable to the Required Consenting Lenders. To the extent the Company, in consultation with the Required Consenting Lenders, determines to move forward with the Imaging Sale, the Imaging Sale shall be consummated no later than January 8, 2020 (the "**Imaging Sale Milestone Date**"). For the avoidance of doubt, the Imaging Sale Milestone Date shall be a Milestone; *provided*, *however*, that the Company Parties shall

[5] "**Required Consenting Lenders**" means, at the relevant time, Consenting Lenders whose Term Loans represent more than 50 percent in amount of the aggregate Term Loans held by the Consenting Lenders.

	use commercially reasonable efforts to consummate the Imaging Sale prior to December 17, 2019 or as soon as reasonably practicable thereafter. In the event the Imaging Sale is not consummated, as discussed further in this Term Sheet, the Company Parties will separate the entities containing the Imaging business and the Wireless business in a tax-efficient manner (provided that the entities will share a single capital structure) and subject to the consent of the Required Consenting Lenders.
Use of Cash Collateral and Adequate Protection	
Generally	Prior to the filing of the Chapter 11 Cases, the Company Parties and Consenting Lenders shall negotiate terms for the consensual use of cash collateral, which terms, for the avoidance of doubt, shall be memorialized in each of the Cash Collateral Orders (as defined below) and shall include customary terms and conditions related to the adequate protection to be provided to the Secured Parties (as further set forth herein).
Cash Collateral Orders	The Company Parties shall seek, and the Consenting Lenders and the Sponsors shall support, entry of interim (the "**Interim Cash Collateral Order**") and final orders (the "**Final Cash Collateral Order**" and, together with the Interim Cash Collateral Order, the "**Cash Collateral Orders**") authorizing the Company Parties to use cash collateral during the Chapter 11 Cases, in each case, in form and substance acceptable to the Required Consenting Lenders.
Adequate Protection	The Cash Collateral Orders shall provide, among other things, the Lenders with adequate protection in form and substance acceptable to the Company Parties and Required Consenting Lenders, including without limitation: (a) current cash payment of interest and expenses under the Credit Agreement; (b) the provision of replacement liens to the extent of any diminution in value of the collateral (the "**Prepetition Collateral**") securing the Secured Credit Agreement Claims (as defined herein) ("**Diminution in Value**"); (c) first-priority liens on unencumbered assets for the Secured Parties to the extent of any Diminution in Value; (d) reimbursement of the reasonable and documented fees and expenses of the Lenders (including, without limitation, the fees and expenses of the Ad Hoc Group Professionals (as defined herein)); and (e) superpriority administrative expense claims pursuant to section 507(b) of the Bankruptcy Code to the extent of any Diminution in Value, provided, however, that such adequate protection shall be subject

	to customary limitations for controlled foreign corporation and non-U.S. tax considerations.
Cash Collateral Budget	The use of cash collateral in the Chapter 11 Cases shall be subject to the budget for the use of cash collateral (the "**Cash Collateral Budget**"), which shall be in form and substance acceptable to the Required Consenting Lenders, and shall contain, among other things, a weekly cash flow reporting requirement. In addition, any revisions or modifications to the Cash Collateral Order, the Cash Collateral Budget, the A&R Restructuring Support Agreement, or this Term Sheet shall be subject to the consent of, and in form and substance acceptable to, the Required Consenting Lenders.
Right to Credit Bid	Subject to entry of the Final Cash Collateral Order, the Lenders shall have the right to credit bid as part of any asset sale process or plan sponsorship process, and shall have the right to credit bid the full amount of their claims during any sale of the Company's assets (in whole or in part), including without limitation sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any restructuring plan subject to confirmation under section 1129(b)(2)(A)(ii)-(iii) of the Bankruptcy Code; *provided that* such relief will be binding on the Debtors' chapter 11 estates and all parties in interest upon entry of the Final Cash Collateral Order.
Stipulations	The Cash Collateral Orders shall contain stipulations as to, among other things, the amount and priority of the secured indebtedness under the Credit Agreement, which shall be subject to a customary challenge period, *provided that* such challenge period must terminate no later than three days before the date of the hearing at which the Bankruptcy Court shall consider confirmation of the Plan.
Waivers	The Final Cash Collateral Order shall contain: (a) a waiver of the "equities of the case" exception to section 552(b) of the Bankruptcy Code; (b) a waiver of the ability to surcharge the Prepetition Collateral, including under section 506(c) of the Bankruptcy Code; and (c) a waiver of the equitable doctrine of "marshaling" with respect to the Prepetition Collateral; *provided that* the Interim Cash Collateral Order shall also contain clause (c), in each case in favor of the Lenders.
Proof of Claim	The Lenders will not be required to file a proof of claim in connection with the Chapter 11 Cases.
Reporting and Financial Covenants	The use of cash collateral shall be subject to the following covenants:

	(a) **Budget Variance Covenant** (i) As of the end of every one week period commencing (i) with respect to the Debtors collectively (the "**Debtor Group**") on the second full week following the Petition Date (as defined below) and (ii) with respect to the Debtors' non-Debtor affiliates collectively (the "**Non-Debtor Group**") on the fourth full week following the Petition Date, as it pertains to the Debtor Group and Non-Debtor Group, with each such collective group measured separately (A) the sum of actual cash receipts during the applicable Test Period (as defined below) shall not be less than 85% of the projected "cash receipts" for such Test Period as set forth in the Cash Collateral Budget and (B) the sum of the Debtor Group's or the Non-Debtor Group's (as applicable) actual operating cash disbursements during such Test Period shall not exceed 110% of the projected "operating cash disbursements" (which shall in each case include capital expenditures and exclude restructuring related expenditures) for such Test Period as set forth in the Cash Collateral Budget. Beginning on the fourth full week following the Petition Date, the thresholds above shall be 90% with respect to (A) and 110% with respect to (B). For each of the foregoing, variance testing will be done, to the extent relevant, on a segment basis bifurcating the Imaging business from the Wireless business (the latter also encompassing the Teleplan business to the extent the Teleplan Acquisition closes prior to the Petition Date).[6] **(b) Test Period** (i) Actual cash receipts and operating cash disbursements shall be calculated on a cumulative basis commencing with the first full week after the Petition Date (as defined below). **(c) Cash Transfers to Non-Debtors** Transfers of cash from any Debtor to any member of the Non-Debtor Group shall be prohibited unless expressly authorized under the Cash Collateral Budget. **(d) Critical Vendor Payments**

[6] The Debtors and their non-Debtor affiliates will be forecasted separately in terms of receipts and disbursements.

	The amount of critical vendor payments for which the Company Parties may seek authority shall be subject to the consent of the Required Consenting Lenders.
Treatment of Claims and Interests Pursuant to the Plan (If Applicable)	
Administrative, Priority and Tax Claims	On or as soon as practicable after the later to occur of (i) the Effective Date and (ii) the date such claim becomes Allowed (or as otherwise set forth in the Plan), each holder of an administrative, priority or priority tax claim will, with the reasonable consent of the Required Consenting Lenders, either be satisfied in full, in cash, or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
Secured Credit Agreement Claims	The Secured Credit Agreement Claims shall be deemed Allowed in full and, on the Effective Date, each Lender will receive its pro rata share of: (a) 100% of the New Common Stock (subject to dilution for the Management Incentive Plan and the Warrants); (b) term loans under the Take-Back Term Loan Facility (as defined below); and (c) 100% of Excess Cash to the extent not distributed to the Lender in connection with the consummation of the Imaging Sale.
Other Secured Claims[7]	In full and final satisfaction of each Allowed Other Secured Claim against the Company Parties, each holder of an Allowed Other Secured Claim shall receive, in full and final satisfaction of such claims, either (a) payment in full in cash, (b) delivery of the collateral securing any such claim and payment of any interest required under section 506(b) of the Bankruptcy Code, (c) reinstatement of such claim under section 1124 of the Bankruptcy Code, (d) other treatment rendering such claim unimpaired or (e) the indubitable equivalent of such claim, *provided that* the Company Parties' selection of treatment for each individual claim shall be subject to the reasonable consent of the Required Consenting Lenders.
General Unsecured Claims[8]	Allowed general unsecured claims shall receive payment in full in cash, reinstatement of such Claims, or such other treatment

[7] "**Other Secured Claim**" means any secured claim against the Company, including any secured tax claims (to the extent applicable), other than a Secured Credit Agreement Claim.

[8] Treatment of General Unsecured Claims subject to cost-benefit analysis and further analysis by the Company's advisors and GD/GH. Company Parties' advisors to provide a list of contracts and leases to be rejected, as well as an estimate of all unsecured claims, including the portion of such claims that would be treated as critical vendor claims under a Plan.

	that leaves such Claims unimpaired; *provided that* subject to, and upon the occurrence of, the Effective Date, the Sponsors, in their capacities as such, shall be deemed to have waived all General Unsecured Claims held thereby (including any claims for accrued and unpaid management fees payable by the Company). Holders of such unsecured claims will not be required to file any proof of claim in the Chapter 11 Cases.
Existing Equity Interests	On the Effective Date, in exchange for: (a) the full cancellation of all Existing Equity Interests; (b) waiving entitlement to General Unsecured Claims; and (c) substantial value provided to the Company, the Sponsors shall receive the Warrants.
Intercompany Claims	Unless otherwise provided for under the Plan, on the Effective Date, intercompany claims shall be reinstated, compromised, cancelled, setoff, contributed or distributed, or otherwise addressed at the election of the Company Parties or the Debtors, subject to the reasonable consent of the Required Consenting Lenders, such that intercompany claims are treated in a tax-efficient manner.
Intercompany Interests	Equity interests in any Company Party held by another Company Party will be preserved or reinstated on the Effective Date.
Voting Rights	The Lenders and holders of Existing Equity Interests will be the only holders of claims or interests entitled to vote to accept or reject the Plan. All other holders of claims or interests will be deemed to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code.
Other Restructuring Terms and Transactions	
New Senior Secured Credit Facility	The Company Parties shall use commercially reasonable efforts to obtain a senior secured revolving credit facility or delayed draw term loan facility in form and substance acceptable to the Required Consenting Lenders (the "**New Senior Secured Credit Facility**" or the "**Exit Financing**") prior to the Effective Date.[9] The liens securing the New Senior Secured Credit Facility shall be senior to the liens securing the Take-Back Term Loan Facility. Binding commitments, if obtained, from the applicable lenders for the New Senior Secured Credit Facility shall be obtained by the Company Parties, in consultation with the Required Consenting Lenders, on or prior to the Exit Financing Commitment Deadline (as defined below), *provided that* if the

[9] Sizing of New Senior Secured Credit Facility to be subject to ongoing advisor discussions; intent is to raise a facility for working capital needs, which may constitute or include an ABL facility if the collateral supports such a facility. If Imaging Sale does not close, Consenting Lenders want the Exit Facility in place to support both businesses.

	New Senior Secured Credit Facility is provided by (i) any affiliate of any Company Party or (ii) any existing lender of the Company, the Consenting Lenders shall have the right to participate in the facility on a pro rata basis. The Company Parties shall use commercially reasonable efforts to obtain the New Senior Secured Credit Facility for the Wireless business prior to the Effective Date.
Take-Back Term Loan Facility	On the Effective Date, the Company shall enter into a new take-back term loan facility with the Lenders (the "**Take-Back Term Loan Facility**"), which shall be in the Applicable Amount (as defined below) and include but not be limited to the following terms: • Interest rate: L + 750 bps (1% LIBOR floor) • Maturity: 4 years • Amortization: 1.0% first year, 2.0% second year, and 5.0% thereafter, in each case, per annum, payable quarterly in arrears on the first business day of each fiscal quarter • ECF Sweep: 50% • Rating: Company Parties shall use commercially reasonable efforts to obtain a credit rating from each of Standard & Poor's Ratings Services ("**S&P**") and Moody's Investors Services, Inc. ("**Moody's**") for the Take-Back Term Loan Facility and a corporate family rating (with no requirement for a specific rating) for the Borrower from each of S&P and Moody's • All Credit Parties (as defined in the Credit Agreement) as obligors, subject to customary carveouts to be agreed • Secured by a senior lien on substantially all assets of the Credit Parties (as defined in the Credit Agreement), subject to customary carveouts to be agreed, provided that such lien shall be subordinated to the liens securing the New Senior Secured Credit Facility and Post-Sale Teleplan Factoring Facility (if any) • No financial maintenance covenants "**Applicable Amount**" means:[10]

[10] NTD – Revised debt levels to be discussed.

	(a) If both the Imaging Sale and Teleplan Acquisition are consummated, $80 million;[11] (b) If the Imaging Sale is not consummated and the Teleplan Acquisition is consummated, $230 million.[12] In the event that the Imaging Sale is not consummated, in connection with the Restructuring, the Company Parties shall separate the entities containing the Company's Imaging and Wireless businesses on the Effective Date (the "**Separation**"), with the operating companies for each business line rolling up to the same single holding or intermediate holding company that shall be the Borrower under the Take Back Term Loan Facility, and the New Common Stock contemplated hereunder to comprise the issuance and distribution of common stock by such holding company or intermediate holding company. The Take-Back Term Loan Facility shall be a single facility, with all operating companies as obligors and pledgors, and with the loans under the Take-Back Term Loan Facility incurred by a holding or intermediate holding company.
Teleplan Factoring Facility	The Company Parties shall use commercially reasonable efforts to either (i) enter into an agreement with Teleplan's existing factoring lenders (the "**Teleplan Factoring Lenders**"), in form and substance acceptable to the Required Consenting Lenders, to extend the maturity of Teleplan's existing factoring facility (the "**Teleplan Factoring Facility**") to a date acceptable to the Required Consenting Lenders, or (ii) receive binding commitments or enter into definitive documents with respect to one or more vendor financing facilities or factoring arrangements as a replacement for a portion or all of the Teleplan Factoring Facility pursuant to documents in form and substance acceptable to the Required Consenting Lenders (the "**Post-Sale Teleplan Factoring Facility**"), as a replacement for the Teleplan Factoring Facility; provided that, any documentation memorializing the Post-Sale Teleplan Factoring Facility shall not permit the acceleration of the Post-Sale Teleplan Factoring Facility as a result of the Restructuring.

[11] The allocation of the Take-Back Term Loan Facility with respect to the Teleplan business shall be reduced on a dollar-for-dollar basis by the funded amount of the Post-Sale Teleplan Factoring Facility (if any).

[12] In this scenario, the capital structure for the Wireless business may require additional new money financing or capital contributions, which may be funded by the Consenting Lenders on terms and structure to be discussed.

Milestones[13]	In addition to the Imaging Sale Milestone Date, the following shall be Milestones under the A&R Restructuring Support Agreement. (a) On or prior to November 22, 2019, the Company Parties shall either (i) sign definitive documentation for the Imaging Sale pursuant to and in accordance with definitive documents in form and substance acceptable to the Required Consenting Lenders (the "**Imaging SPA**"), or (ii) confirm to the Consenting Lenders that the Company Parties will not execute the Imaging SPA or close the Imaging Sale (the delivery of such confirmation or the termination of the executed Imaging SPA (if any) according to its terms, the "**Imaging Sale Abandonment**"); [14] (b) On or prior to November 26, 2019, the Company Parties shall hold a conference call to provide the advisors to the Consenting Lenders with all material updates on their contact with the Teleplan Customers. (c) On or prior to November 27, 2019, the Company Parties shall produce to the Ad Hoc Group Professionals (on behalf of and for further delivery to the Consenting Lenders) a teaser, process letter, contact log, and non-disclosure agreement with respect to the Exit Financing, in each case in a form acceptable to the Required Consenting Lenders, and shall commence solicitation of non-binding indications of interest ("**Exit Financing IOIs**") to provide the Exit Financing in a manner reasonably satisfactory to Greenhill & Co., LLC ("**Greenhill**"); (d) On or prior to November 27, 2019, the Company Parties shall deliver to the Consenting Lenders working drafts of the First Day Pleadings, the Plan, the disclosure statement in support of the Plan (the "**Disclosure Statement**"), which shall be in form and substance reasonably acceptable to the Required Consenting Lenders on or prior to the commencement of Plan Solicitation or the Petition Date, as applicable; (e) On or prior to December 3, 2019, the Company Parties shall have contacted each of the Teleplan Customers in connection with its customer due diligence process; the "**Teleplan**

[13] All Milestones under this Term Sheet (including the Imaging Sale Milestone Date) shall be enforceable through the A&R Restructuring Support Agreement. Company must provide information that can be shared with clients (subject to confidentiality considerations), provide regular updates on the Teleplan Acquisition process and give advisors comfort that the Teleplan team is making progress toward closing.

[14] In the event of the Imaging Sale Abandonment, the Exit Financing shall be structured to support both the wireless and imaging businesses.

	Customers" are those seven customers out of the top ten Teleplan customers based on last-twelve-month revenues through June 30, 2019, which seven customers are determined in the discretion of the Company Parties to have the most strategic importance to the Company Parties following the consummation of the Teleplan Acquisition. (f) On or prior to December 4, 2019 (but not earlier than December 3, 2019), the Company Parties shall provide written notice to the Consenting Lenders either (i) confirming that there are no material issues (including without limitation any issues that would provide any party to the Teleplan Acquisition Definitive Agreement with the ability to terminate such agreement) regarding the Teleplan Customers, or (ii) providing a detailed description of any such issues. (g) On or prior to 5:00 P.M. (Eastern Standard Time) on December 3, 2019, the Company Parties shall disclose, and make generally available to the public, all "Cleansing Material" (as such term is defined in an applicable Confidentiality Agreement) to the extent required under any Confidentiality Agreement with any Consenting Term Loan Lender; (h) The closing date of the Teleplan Acquisition (the "**Teleplan Acquisition Closing Date**") shall occur no later than December 9, 2019; (i) On or prior to December 13, 2019, the Company Parties shall launch the solicitation of consents to the Out-of-Court Exchange and the Plan (the "**Plan Solicitation**"), pursuant to and in accordance with definitive documents in form and substance reasonably acceptable to the Required Consenting Lenders; (j) On or prior to December 16, 2019, the Company Parties shall produce a confidential information memorandum to the Ad Hoc Group Professionals (on behalf of and for further delivery to the Consenting Lenders) with respect to the Exit Financing in a form acceptable to the Required Consenting Lenders; (k) (i) If the Required Consenting Lenders and the Company Parties have agreed in writing to abandon the Out-of-Court Exchange, on or prior to December 18, 2019, the Company Parties shall commence the Chapter 11 Cases (the "**Petition Date**"), pursuant to definitive documents in form and substance reasonably acceptable to the Required Consenting Lenders, and (ii) if the Required Consenting Lenders and the

	Company Parties have not so agreed, the Out-of-Court Exchange shall close on or prior to January 10, 2020; (l) On or prior to January 8, 2020, the Company Parties shall have received at least one Exit Financing IOI; (m) In the event the Company determines to move forward with the Imaging Sale, the Imaging Sale shall be consummated no later than the Imaging Sale Milestone Date (i.e., January 8, 2020) pursuant to and in accordance with definitive documents in form and substance acceptable to the Required Consenting Lenders, and the Required Consenting Lenders shall deliver the Lender Release (as defined in the Imaging Sale Definitive Agreement), which Lender Release shall be effective at the Closing (as defined in the Imaging Sale Definitive Agreement) of the Imaging Sale; (n) In the event that the Imaging Sale is consummated by the Company Parties, the Company Parties and the purchaser of the Imaging business pursuant to the Imaging Sale shall enter into a transition services agreement by no later than the Imaging Sale Milestone Date, in form and substance acceptable to the Required Consenting Lenders; (o) On or prior to the earlier of (i) January 27, 2020 and (ii) if the Chapter 11 Cases are commenced, the date of the Confirmation Hearing (as defined below) (the earlier of such dates, the "**Exit Financing Commitment Deadline**"), the Company Parties shall obtain binding commitments from the applicable lenders under the Exit Financing in form and substance reasonably acceptable to the Required Consenting Lenders; (p) If the Chapter 11 Cases are commenced, on the Petition Date, the Company Parties shall file the Plan and the Disclosure Statement, votes for which shall have already been solicited in connection with the Plan Solicitation; (q) If the Chapter 11 Cases are commenced, on the Petition Date, the Company Parties shall file a motion seeking entry of an order, among other things, scheduling a combined hearing (the "**Confirmation Hearing**") with respect to confirmation of the Plan and approval of the Disclosure Statement (the "**Prepack Scheduling Order**") in form and substance reasonably acceptable to the Required Consenting Lenders; (r) If the Chapter 11 Cases are commenced, the Court shall enter the Interim Cash Collateral Order by no later than five (5) days following the Petition Date;

	(s) If the Chapter 11 Cases are commenced, the Court shall enter the Prepack Scheduling Order by no later than five (5) days following the Petition Date; (t) If the Chapter 11 Cases are commenced, the Court shall enter the Final Cash Collateral Order by no later than forty-five (45) days following the Petition Date; (u) If the Chapter 11 Cases are commenced, the Court shall enter the order confirming the Plan (the "**Confirmation Order**") in form and substance reasonably acceptable to the Required Consenting Lenders no later than forty-five (45) days following the Petition Date; (v) The Effective Date shall occur no later than the Outside Date; and (w) If (i) the Company determines, in consultation with the Consenting Term Loan Lenders, it is necessary to file any of the entities acquired in connection with the Teleplan Acquisition, or (ii) if the Imaging Sale is not consummated prior to December 18, 2019, then the dates set forth in Milestones (j), (k)(i), (o), and all dates measured therefrom, shall automatically be extended by twenty-one (21) days. For the avoidance of doubt, at any point subsequent to the execution of the Original RSA, the Company Parties and the Required Consenting Lenders may determine, together, to terminate any efforts to consummate the Out-of-Court Exchange, and the Company Parties shall commence the Chapter 11 Cases as soon as reasonably practicable thereafter (subject to and in accordance with the Milestones).
Management Incentive Plan	The Company Parties and the Required Consenting Lenders shall negotiate in good faith to determine a mutually agreed-upon incentive program for the officers and other management of the Reorganized Clover Entities (the "**Management Incentive Plan**"), which may provide for equity-based incentive awards, issued at the applicable divisions or operating company levels, of up to 10%, which shall include options to purchase New Common Stock and which may include New Common Stock, options, warrants, and restricted stock units or other instruments. Within 90 days of its formation, the Company's initial board of directors shall make a determination on such plan and shall determine an appropriate vesting schedule, including whether such plan is time-based, performance-based, or a combination of the two.
Board of Directors and Corporate Governance	The number and identity of initial board of directors for the Company shall be determined by the Required Consenting

	Lenders. The board of directors shall include the CEO of the Company. Holders of New Common Stock shall be (or be deemed) parties to a shareholder agreement (the "**New Shareholders' Agreement**") in form and substance acceptable to the Required Consenting Lenders, subject to the consent rights set forth in the A&R Restructuring Support Agreement.
Discharge, Release, Injunction, and Exculpation	Certain matters with respect to release, discharge, injunction, and exculpation provisions in connection with the Restructuring are attached hereto as **Exhibit 2**.
Avoidance Actions	**The Company Parties shall waive any Causes of Action arising under sections 544, 545, 547, 548, 549, and 550 of the Bankruptcy Code or any other state or federal law.**
Indemnification	Under the Restructuring, 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 current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of the Company Parties, as applicable, shall be assumed and remain in full force and effect after the Effective Date, and shall survive Unimpaired and unaffected, irrespective of when such obligation arose by the reorganized Company Parties, as applicable. The Reorganized Clover Entities shall purchase new D&O liability insurance policies for directors, officers, employees, attorneys, or other professionals and agents of the reorganized Company Parties on terms and conditions acceptable to the Required Consenting Lenders.
Retention of Jurisdiction	The Plan will provide for the retention of jurisdiction by the Bankruptcy Court for usual and customary matters.
Tax Issues	The terms of the Restructuring, including whether the Restructuring is structured as a taxable transaction (in whole or in part), shall be structured to preserve or otherwise maximize favorable tax attributes (including tax basis) of the Company Parties to the extent practicable and commercially reasonable as determined by the Company Parties, the Required Consenting Lenders, and the Consenting Sponsors.
Exemption Under Section 1145 of the Bankruptcy Code	The Plan and Confirmation Order, to the extent applicable, shall provide that the issuance of any securities thereunder, including the New Common Stock and the Warrants, will be exempt from

	securities laws in accordance with section 1145 of the Bankruptcy Code.
Conditions to the Effective Date	The following conditions precedent to the effectiveness of the Out-of-Court Exchange or the Plan as applicable, shall be satisfied or waived by the Required Consenting Lenders, and the Effective Date shall occur on the date upon which the last of such conditions are so satisfied and/or waived: • To the extent the Chapter 11 Cases are commenced: o The Bankruptcy Court shall have entered the Confirmation Order, in form and substance reasonably acceptable to the Required Consenting Lenders, and the Confirmation Order shall not be stayed, modified, or vacated and shall not be subject to any pending appeal, and the appeals period for the Confirmation Order shall have expired; *provided* that the requirement that the Confirmation Order not be subject to any pending appeal and the appeals period for the Confirmation Order shall have expired may be waived by any Consenting Term Loan Lender. • Under the Out-of-Court Exchange: o The Required Consenting Lenders shall have consented in writing to any incremental incentive or transaction fees set forth in the Disclosed Letters that are payable based on consummation of a Restructuring without the commencement of one or more chapter 11 cases. • Under either the Out-of-Court Exchange or the Chapter 11 Cases: o The Exit Financing shall have closed and be in full force and effect; o If applicable, the Imaging Sale and/or the Teleplan Acquisition and Post-Sale Teleplan Factoring Facility shall have closed; o The A&R Restructuring Support Agreement shall continue to be in full force and effect; o All agreements or other arrangements by and among the Company Parties and any of the Sponsors or their respective Affiliates or related parties shall be terminated with no consideration payable in connection therewith as of the Effective Date; o The Company Parties shall have paid or reimbursed all reasonable and documented fees and out-of-

	pocket expenses of the Lenders (as applicable) in connection with the Restructuring, including the reasonable and documented fees and expenses of the Ad Hoc Group Professionals (as defined below); o All of the Company Parties' reasonable and documented Professional Fee Claims shall have been paid in full or, in the event of the Chapter 11 Cases, amounts sufficient to pay such Professional Fee Claims after the Effective Date shall have been placed in the Professional Fee Escrow Account pending approval of the Professional Fee Claims by the Bankruptcy Court; o Each document or agreement constituting the Definitive Documentation shall be in form and substance consistent with the A&R Restructuring Support Agreement and this Term Sheet, and reasonably acceptable to the Required Consenting Lenders; o All governmental approvals and consents that are legally required for the consummation of the Restructuring shall have been obtained, not be subject to unfulfilled conditions and be in full force and effect, and all applicable waiting periods under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, shall have expired; and o Such other conditions precedent to the Effective Date, as are customary and otherwise reasonably requested by the Required Consenting Lenders and acceptable to the Company Parties.
Fees and Expenses of the Consenting Lenders	The Company Parties shall pay or reimburse all reasonable documented fees and out-of-pocket expenses of the Consenting Lenders in connection with the Restructuring (including all prior restructuring proposals) on an ongoing basis and as of the Effective Date, including the reasonable and documented fees and expenses of Gibson, Dunn & Crutcher LLP, Greenhill, and one local counsel retained in connection with the Chapter 11 Cases, as applicable) (collectively, the "**Ad Hoc Group Professionals**"), regardless of whether the Effective Date ever occurs.
Consent and Consultation Rights	The consent and consultation rights over the Definitive Documents are as set forth in the A&R Restructuring Support Agreement. To the extent there is any inconsistency between the A&R Restructuring Support Agreement and this Term Sheet, the A&R Restructuring Support Agreement shall govern except with

	respect to the conditions to the Effective Date, which shall be governed by this Term Sheet.

EXECUTION VERSION

Exhibit 1

Consenting Sponsors

[Intentionally Omitted]

EXECUTION VERSION

Exhibit 2

Discharge, Release, Injunction, and Exculpation Provisions

CHAPTER 11 CASES RELEASES

The release, discharge, injunction, and exculpation provisions applicable to the Restructuring shall be set forth only in the Plan, substantially as set forth below:

Discharge of Claims and Termination of Interests	**Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Debtor Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt or right is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan. Any default or "event of default" by the Debtors or Affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Cases shall be deemed cured (and no longer continuing) as of the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring.**
Released Parties	**Collectively, and in each case in its capacity as such: (a) the Debtors and the Reorganized Debtors; (b) the Secured Parties; (c) the Agent, (d) the Sponsors; (e) with respect to each of the foregoing entities, each such Entity's current and former predecessors, successors, Affiliates (regardless of whether such interests are held directly or indirectly), subsidiaries, direct and indirect equity holders, and funds; and (f) with respect to each of the foregoing Entities in clauses (a) through (e), each of their respective current and former directors, officers, members, employees, partners, managers, independent contractors, agents, representatives, principals, professionals, consultants, financial advisors, attorneys, accountants, investment bankers, and other**

	professional advisors (with respect to clause (e), each solely in their capacity as such); *provided, however,* that any Holder of a Claim or Interest in a voting Class that objects to the Plan and votes to reject the Plan (and thereby opts out of the releases) shall not be a "Released Party."
Releasing Parties	**Collectively, and in each case in its capacity as such: (a) the Debtors and the Reorganized Debtors; (b) the Consenting Lenders; (c) the Agent, (d) the Sponsors; (e) with respect to each of the foregoing entities in clauses (a) through (d), each such Entity's current and former predecessors, successors, Affiliates (regardless of whether such interests are held directly or indirectly), subsidiaries, direct and indirect equity holders, and funds; (f) with respect to each of the foregoing Entities in clauses (a) through (e), each of their respective current and former directors, officers, members, employees, partners, managers, independent contractors, agents, representatives, principals, professionals, consultants, financial advisors, attorneys, accountants, investment bankers, and other professional advisors (with respect to clause (e), each solely in their capacity as such); and (k) all Holders of Claims and Interests not described in the foregoing clauses (a) through (f); *provided, however,* that any Holder of a Claim or Interest that (1) votes to reject the Plan and (2) objects to the releases in the Plan, shall not be a "Releasing Party" for purposes of the Plan.**
Releases by the Debtors	**Pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, each Released Party is deemed released and discharged by the Debtors, the Reorganized Debtors, and their Estates from any and all Causes of Action, including any derivative claims asserted on behalf of the Debtors, that the Debtors, the Reorganized Debtors, or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest, or that any Holder of any Claim or Interest could have asserted on behalf of the Debtors, based on or relating to, or in any manner arising from, in whole or in part:** **(a) the Debtors, the Debtors' restructuring efforts, intercompany transactions, the formulation, preparation, dissemination, negotiation, or filing of the Original RSA;** **(b) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Original RSA, the Disclosure Statement, or the Plan; or** **(c) the Chapter 11 Cases, the Disclosure Statement, the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the**

	pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; or **(d) any other act or omission, transaction, agreement, event, or other occurrence, in each case relating to any of the foregoing (a), (b), or (c), taking place on or before the Effective Date.** **Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.**
Releases by Holders of Claims and Interests of the Debtors	**As of the Effective Date, each Releasing Party is deemed to have released and discharged each Debtor, Reorganized Debtor, and Released Party from any and all Causes of Action, including any derivative claims asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part:** **(a) the Debtors, the Debtors' restructuring efforts, intercompany transactions, the formulation, preparation, dissemination, negotiation, or filing of the Original RSA;** **(b) any transaction that is part of the Restructuring, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the order confirming the Plan in lieu of such legal opinion) created or entered into in connection with the Original RSA, the Disclosure Statement, or the Plan;** **(c) the Chapter 11 Cases, the Disclosure Statement, the Plan, the filing of the Chapter 11 Cases, the pursuit of confirmation of the Plan, the pursuit of consummation of the Plan, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; or** **(d) any other act or omission, transaction, agreement, event, or other occurrence, in each case relating to any of the foregoing (a), (b), or (c), taking place on or before the Effective Date.** **Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or**

	any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.
Exculpated Parties	**Collectively, and in each case in its capacity as such: (a) the Debtors and the Reorganized Debtors and (b) with respect to each of the foregoing entities, each such Entity's current and former predecessors, successors, Affiliates (regardless of whether such interests are held directly or indirectly), subsidiaries, direct and indirect equity holders, and advisors.**
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 formulation, preparation, dissemination, negotiation, filing, or termination of the Original RSA and related prepetition transactions, the Disclosure Statement, the Plan, or any Restructuring Transaction, contract, instrument, release or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) 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, the administration and implementation of the Plan, including the issuance of Securities pursuant to the Plan, or 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 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 completion of the Plan, 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.**
Injunctions	**Except as otherwise expressly provided in the Plan or the Confirmation Order, all Entities that have held, hold, or may hold claims or interests that have been released pursuant to the Plan, shall be discharged pursuant to the Plan, or are subject to exculpation pursuant to the Plan, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, or the Released Parties: (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or**

	with respect to any such claims or interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (iii) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such Entity has timely asserted such setoff right in a document filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a claim or interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (v) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

EXHIBIT B

Form of Joinder

The undersigned ("**Joinder Party**") hereby acknowledges that it has read and understands the Amended and Restated Restructuring Support Agreement, dated as of _____ (the "**Agreement**")[1] by and among 4L Holdings Corporation ("**4L Holdings**") and its subsidiaries bound thereto and the Consenting Stakeholders and agrees to be bound by the terms and conditions thereof to the extent the other Parties are thereby bound, and shall be deemed a "Consenting Stakeholder" under the terms of the A&R Agreement.

The Joinder Party specifically agrees to be bound by the terms and conditions of the A&R Agreement and makes all representations and warranties contained therein as of the date hereof and any further date specified in the A&R Agreement.

Date Executed:

_____

Name:
Title:

Address:

E-mail address(es):

Aggregate Amounts Beneficially Owned or Managed on Account of:	
Term Loan Claims	

[1] Capitalized terms not used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

EXHIBIT C

Provision for Transfer Agreement

The undersigned ("**Transferee**") hereby acknowledges that it has read and understands the Amended and Restated Restructuring Support Agreement, dated as of _____ (the "**A&R Agreement**"),[2] by and among 4L Holdings Corporation ("**4L Holdings**") and its Affiliates and subsidiaries bound thereto and the Consenting Stakeholders, including the transferor to the Transferee of any Term Loan Claims (each such transferor, a "**Transferor**"), and agrees to be bound by the terms and conditions thereof to the extent the Transferor was thereby bound, and shall be deemed a "Consenting Stakeholder" under the terms of the A&R Agreement.

The Transferee specifically agrees to be bound by the terms and conditions of the A&R Agreement and makes all representations and warranties contained therein as of the date of the Transfer, including the agreement to be bound by the vote of the Transferor if such vote was cast before the effectiveness of the Transfer discussed herein.

Date Executed:

_____
Name:
Title:

Address:

E-mail address(es):

Aggregate Amounts Beneficially Owned or Managed on Account of:	
Term Loan Claims	

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

SCHEDULE 1

Affiliates and Subsidiaries

4L Technologies Inc.

4L Topco Corporation (DE) (F/K/A Clover Holdings Corporation)

4L Ultimate Topco Corporation (DE)

Cartridge Collect S.A.R.L.

CAU Real Estate Company, LLC

Clover Canada Holdings, Inc.

Clover Dataproducts of Ireland Limited

Clover Environmental Solutions GMBH

Clover Environmental Solutions Ltd.

Clover EU, LLC

Clover Germany GMBH

Clover Imaging Group, LLC

Clover Imaging Intermediate Holdings, LLC

Clover Imaging, LLC

Clover International Holdings LLC

Clover Ithaca Properties, LLC

Clover Mechanical, LLC

Clover Portugal, LDA

Clover Serbia D.O.O.

Clover Technologies Canada, ULC

Clover Technologies Group Australia Pty, Ltd.

Clover Technologies Group, LLC

Clover Vietnam Co., Ltd.

Clover Wireless Canada Inc.

Clover Wireless LLC

Clover Wireless UK Limited

Dataproducts USA LLC

DPC Direct S. DE R.L. DE C.V.

Image Warehouse, LLC

Latin Parts Acquisition - Florida, LLC

Latin Parts Acquisition Holdings, SRL

Latin Parts Chile SpA

Latin Parts Colombia S.A.S.

Latin Parts DO Brasil Ltda.

Latin Parts Ecuador

Latin Parts Holdings, LLC

Latin Parts Mexico S. De R.L De C.V.

Latin Parts S.A.C.

Latin Parts SRL

MSE EMEA B.V.

MSE Europe Holdings B.V.

MSE Technologies, LLC

Periplo Ltd.

Refurb Holdings, LLC

Tecnotoner Holdings, LLC

TRS AG

Valu Tech Outsourcing, LLC

Valuetech Outsourcing S.A. De C.V.

Valutech Direct S. DE R.L. C.V.

VT Trading Company Limited