

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re: Case No. 11-41414
ENIVA USA, INC., Chapter 11
Debtor.

**DEBTOR'S MODIFIED PLAN OF REORGANIZATION
FEBRUARY 21, 2012**

Eniva USA, Inc., debtor and debtor in possession in the above-referenced chapter 11 case ("Debtor") proposes the following plan of reorganization pursuant to chapter 11 of the United States Bankruptcy Code.

ARTICLE 1.

DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** The capitalized terms used herein shall have the respective meanings set forth below and in the United States Bankruptcy Code.

(a) "Administrative Claim" means a claim for a cost or expense of administration of the Chapter 11 Case allowed under Section 503(b) of the Bankruptcy Code.

(b) "Allowed" when used to describe a claim, means: (a) listed in the Schedules in an amount greater than zero and (i) not listed as disputed, contingent or unliquidated, and (ii) as to which no proof of the claim has been filed; (b) as to which a timely proof of the claim has been filed in a sum certain, as to which any objection or motion to estimate, equitably subordinate, reclassify, or otherwise limit the recovery thereon has been resolved; (c) allowed in accordance with Section 502(h) of the Bankruptcy Code; or (d) allowed under this Plan or by Final Order of the Bankruptcy Court.

(c) "Austin Mutual" means Austin Mutual Insurance Company.

(d) "Bi Annual Distribution" means \$27,615 on June 30, 2012; \$64,077 on December 31, 2012; \$32,003 on June 30, 2013; \$89,588 on December 31, 2013; \$110,952 on June 30, 2014; and \$162,235 on December 31, 2014.

(e) "Chase Auto Finance" means JP Morgan Chase Bank, N.A. a/k/a Chase Auto Finance.

(f) “Cisco Systems” means Cisco Systems Capital Corporation.

(g) “Confirmation Date” means the date on which the Confirmation Order becomes a Final Order.

(h) “Disclosure Statement” means the Debtor’s First Amended Disclosure Statement dated January 12, 2012, which accompanies this Plan.

(i) “Distribution Date” means the following six dates: June 30, 2012, December 31, 2012, June 30, 2013, December 31, 2013, June 30, 2014 and December 31, 2014 and when used with respect to each claim, means as soon as practicable after the later of (i) the Distribution Date, but not later than ten business days thereafter, or (ii) the first business day of the calendar month following the date upon which the claim becomes an Allowed Claim.

(j) “Effective Date” means, and shall occur on, the later of: (i) the first (1st) business day immediately following the date that is fifteen (15) calendar days after the Confirmation Date or (ii) March 9, 2012.

(k) “Equity Interests” means 100% of the outstanding common stock of the Debtor, 50% of which is held by Andrew Baechler and 50% of which is held by Benjamin Baechler.

(l) “Final Order” means an order of the Court, which has not been timely appealed or, if appealed, no stay of the order's effectiveness has been entered.

(m) “GreatAmerica Leasing” means GreatAmerica Leasing Corp.

(n) “Home Federal” means Home Federal Savings Bank.

(o) “Northland” means Northland Capital Financial Services, LLC.

(p) “Petition Date” means March 1, 2011.

(q) “Pitney Bowes” means Pitney Bowes Global Financial.

(r) “Plan” means the Debtor’s Modified Plan of Reorganization dated February 21, 2012.

(s) “Post-Confirmation Credit Facility” means a \$350,000 credit facility to be made available to the Debtor on terms described in Section 7.1 of the Plan.

(t) “Post-Confirmation Lender” means the lender or lenders advancing funds to the Reorganized Debtor per the Post-Confirmation Credit Facility.

(u) “Pro-rata” means the fraction in which the numerator is the Class 8 Allowed Claim amount and the denominator is the total amount of all Allowed Class 8 claims.

(v) “Reorganized Debtor” means the Debtor as of the Effective Date after confirmation of the Plan. The contact information for the Reorganized Debtor will be: Eniva USA, Inc., 2700 Campus Drive, Plymouth, Minnesota 55441.

(w) “Schedules” means the schedules of assets and liabilities filed in the Bankruptcy Court by the Debtor, as they may be amended.

(x) “Wisconsin Tax Claim” means Claim No. 94 filed in the case.

1.2 Interpretation. Unless otherwise specified, all section, article and exhibit references in the Plan are to the respective section in, article of, or exhibit to, the Plan, as the same may be amended, waived or modified from time to time. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. Words denoting the singular number shall include the plural number and vice versa, and words denoting one gender shall include the other gender.

1.3 Application of Definitions and Rules of Construction Contained in the Bankruptcy Code. Words and terms defined in Section 101 of the Bankruptcy Code shall have the same meaning when used in the Plan. The rules of construction in Section 102 of the Bankruptcy Code apply to construction of the Plan.

ARTICLE 2.

CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS

2.1 Claims and Equity Interests Classified. For purposes of organization, voting, and all Plan confirmation matters, except as otherwise provided herein, all claims (except for Administrative Claims and priority tax claims) and all Equity Interests shall be classified as set forth in Section 2.3 of the Plan.

2.2 Administrative Claims and Priority Tax Claims. As provided by Section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and priority tax claims against Debtor or its bankruptcy estate shall not be classified for purposes of voting or receiving distributions under the Plan. Rather, all such claims shall be treated separately as unclassified claims on the terms set forth in Article 5 of the Plan.

2.3 Claim Classification. The Plan classifies the claims as follows:

- (a) Class 1 - priority non-tax claims.
- (b) Class 2 - Claim of Home Federal totaling approximately \$178,000.00 as of the Effective Date secured by a lien in all assets of the Debtor.
- (c) Class 3 – Claim of Cisco Systems in the amount of \$139,799.92 secured by a lien in a telephone system and related equipment.
- (d) Class 4 – Claim of GreatAmerica Leasing in the amount of \$36,943.95 secured by a lien in the Debtor’s ecommerce website.

(e) Class 5 - Claim of Northland in the amount of \$26,669.79 secured by a lien in office scanning/copy equipment.

(f) Class 6 - Claim of Chase Auto Finance in the amount of \$11,533.44 secured by a lien in a vehicle.

(g) Class 7 - Claim of Pitney Bowes in the amount of \$7,384.68 secured by a lien in leased equipment.

(h) Class 8 – Claims of all general unsecured creditors.

(i) Class 9 – All Equity Interests.

ARTICLE 3.

IDENTIFICATION OF IMPAIRED CLASSES OF CLAIMS AND EQUITY INTERESTS

3.1 **Unimpaired Classes of Claims and Equity Interests.** Class 1, 3, 4, 5, 6 7 and 9 claims are not impaired under the Plan.

3.2 **Impaired Classes of Claims.** Classes 2 and 8 are impaired under the Plan.

ARTICLE 4.

TREATMENT OF CLASSES OF CLAIMS

4.1 **Claims.** The classes of claims against Debtor shall be treated as follows:

(a) **Class 1 - Priority Non-Tax Claims.** The Debtor has no priority non-tax claims except accrued and unused vacation pay of approximately \$5,000. All holders of such claims who remain employees of the Debtor will receive payment by continuing to receive such vacation pay in the ordinary course of business. To the extent that such holders are not longer employed by Debtor, each holder of a priority non-tax claim against Debtor shall receive on the Distribution Date (i) the amount of such holder's Allowed Claim in one cash payment, not to exceed \$11,725 in the case of wages, salaries and commissions; or (ii) such other treatment as may be agreed upon in writing by Debtor and such holder.

(b) **Class 2 – Claim of Home Federal.** The Home Federal Claim shall be treated as follows:

(i) The Home Federal Claim shall be treated as a fully secured claim. Home Federal shall retain all of its pre- and post-petition lien and security interests in all collateral previously pledged to Home Federal by the Debtor (including all equipment, inventory, accounts, general intangibles and other personal property, whether now owned or hereafter acquired, and all proceeds and

products thereof) (the "Collateral"), to secure payment and performance of the Home Federal Claim, with interest thereon and all other fees and expenses payable to Home Federal under the terms of the Plan. Home Federal's lien and security interest in the Collateral following the Effective Date shall have the same validity and priority as Home Federal's pre-petition lien in such Collateral. Home Federal's only Allowed Claim shall be the secured claim. Home Federal may, at its option, amend its Allowed Claim to include post-petition costs of collection (including attorneys' fees and expenses) incurred by Home Federal from and after December 1, 2011 through the Effective Date.

(ii) Confirmation of the Plan shall be deemed a release of claims between the Debtor, acting on its behalf and on behalf of the estate, and Home Federal, including any claims that could be brought by the Debtor or the estate against Home Federal under Chapter 5 of the Bankruptcy Code, except that neither the Debtor nor Home Federal shall be deemed to have released the other from payment or performance of the covenants set forth in the Plan. It is expressly agreed and understood that Home Federal shall not be deemed to have waived any claims against the principals of the Debtor, as guarantors of the Home Federal Claim and nothing contained in the Plan shall be deemed as a release of any collateral or security granted to Home Federal by any guarantor of the Home Federal Claim. Debtor shall not seek to surcharge any of the Home Federal's Collateral. Notwithstanding the foregoing, Home Federal shall not seek to enforce its claims against the guarantors of the Home Federal Claim prior to the occurrence of a default under the Plan.

(iii) Interest on the Home Federal Claim shall accrue from and after the Effective Date, until paid, at the rates set forth in the loan documents attached to Home Federal's proof of claim (computed on the basis provided for in such pre-petition loan documents).

(iv) Home Federal shall continue to have the benefit of any cash collateral stipulations and orders previously entered in this case. Debtor shall continue to comply with the terms and conditions of all such stipulations and order pending confirmation of the Plan.

(v) Home Federal shall continue to receive monthly payments of principal and interest in accordance with the terms of the cash collateral stipulations. Notwithstanding anything to the contrary contained in the Plan, the Home Federal Claim, if not earlier paid, shall be due and payable in full on June 30, 2013.

(vi) Except to the extent inconsistent with the express terms set forth in this Section 4.1(b), Home Federal shall have the benefit of all representations and covenants set forth in the pre-petition loan and collateral documents evidencing and securing the Home Federal Claim. Home Federal shall be entitled to exercise any of its rights and remedies under its pre-petition loan documents, including its rights and remedies against any guarantor of the Home Federal claim upon a default by the Debtor in the payment or performance of any of its obligations set

forth in this Section 4.1(b) or upon the occurrence of any other default under Home Federal's pre-petition loan documents (except to the extent that such terms and conditions are inconsistent with the express terms of this Section 4.1(b). Without limiting the generality of the foregoing, the Debtor and any guarantors of the Home Federal claim shall be liable following the occurrence of a default hereunder for Home Federal's reasonable costs and expenses of collection, including reasonable attorney's fees.

(vii) Home Federal shall have the benefit of any late charge or fee provided in its pre-petition loan documents in the event of a default under the terms of this Section 4.1(b).

(viii) Payment and performance of the Home Federal Claim shall represent a full recourse obligation of the Debtor.

Debtor agrees that the terms and conditions governing treatment of Home Federal, as set forth above, shall control in the event of an inconsistency between the terms set forth above and any other terms or conditions set forth in the Plan, and that the terms and conditions set forth above shall constitute a valid and binding contract between the parties, effective upon the Effective Date, without the necessity of further action on the part of any party. Notwithstanding the foregoing, if requested by Home Federal, the Debtor shall execute appropriate amendments to the notes and other documents evidencing and securing the Home Federal Claim.

(c) **Class 3 - Claim of Cisco Systems.** On or before the Effective Date the Debtor shall surrender the collateral to holder of the Class 3 claim in complete satisfaction of the Class 3 claim.

(d) **Class 4 – Claim of GreatAmerica Leasing.** In full payment of its Class 4 claim, the holder of Class 4 claim shall receive monthly payments each in the amount of \$1,771 according to the terms of the prepetition agreement. The Class 4 claim shall be paid in full as of the maturity date established by the prepetition agreement. The claim shall continue to be secured by the collateral securing the claim on the Petition Date. Except as otherwise provided in this Plan, GreatAmerica Leasing shall retain all liens and encumbrances against the assets of the Reorganized Debtor as it held on the Petition Date against the Debtor, with the same dignity, priority and effect as its pre-Petition Date liens and encumbrances, notwithstanding any liens that the Debtor may have granted on accounts or general intangibles during the Debtor's bankruptcy case.

(e) **Class 5 –Claim of Northland.** On or before the Effective Date the Debtor shall surrender the collateral to holder of the Class 5 claim in complete satisfaction of the Class 5 claim.

(f) **Class 6 –Claim of Chase Auto Finance.** On or before the Effective Date the Debtor shall surrender the collateral to holder of the Class 6 claim in complete satisfaction of the Class 6 claim.

(g) **Class 7 – Claim of Pitney Bowes.** On or before the Effective Date the Debtor shall surrender the collateral to holder of the Class 7 claim in complete satisfaction of the Class 7 claim.

(h) **Class 8 – General Unsecured Claims.** In full satisfaction of each Class 8 claim, the holder shall receive 7.5% of the allowed amount of the claim, without interest, payable in six installments on the Distribution Dates. On each Distribution Date the holder shall receive a Pro Rata Share of the Bi Annual Distributions (to-wit \$27,615 on June 30, 2012; \$64,077 on December 31, 2012; \$32,003 on June 30, 2013; \$89,588 on December 31, 2013; \$110,952 on June 30, 2014; and \$162,235 on December 31, 2014).

(i) **Class 9 – Equity Interests.** The holders of Class 9 Equity Interests shall retain their Equity Interests which together represent 100% of the issued and outstanding common stock of the Reorganized Debtor.

ARTICLE 5.

PROVISIONS FOR TREATMENT OF UNCLASSIFIED CLAIMS

5.1 Administrative Claims. Each holder of an allowed Administrative Claim (except any such holder that agrees to different treatment) shall receive the full amount of such claim, in cash, on the Effective Date; provided, however, that allowed Administrative Claims representing (a) postpetition liabilities incurred in the ordinary course of business by the Debtor and (b) postpetition contractual liabilities arising under loans or advances to the Debtor, whether or not incurred in the ordinary course of business, shall be paid by the Reorganized Debtor in accordance with the terms and conditions of the particular transactions relating to such liabilities and any agreements relating thereto.

5.2 Treatment of Priority Tax Claims. The holder of a priority tax claim, in full satisfaction of its claim, shall receive payment of that claim in 12 equal quarterly installments (representing payment of the claim plus interest at the applicable federal rate of 2% per annum at the rate determined under applicable non-bankruptcy law) commencing July 1, 2012 and continuing on the first day of each consecutive calendar quarter thereafter until a total of 12 payments have been made.

5.3 United States Trustee Fees. Fees payable by Debtor under 28 U.S.C. § 1930 will be paid in full on the Effective Date. In addition, following confirmation, the Debtor will timely pay all fees incurred pursuant to 28 U.S.C. §§1930(a)(6) and will file with the Court and serve on the U.S. Trustee a monthly financial report in the prescribed format, for each month or part thereof that the Case remains open.

ARTICLE 6.

**ACCEPTANCE OR REJECTION OF
PLAN; EFFECT OF REJECTION
BY ONE OR MORE CLASSES OF CLAIMS**

6.1 Classes Entitled to Vote. Each impaired class of claims shall be entitled to vote to accept or reject the Plan. All unimpaired classes shall not be entitled to vote to accept or to reject the Plan.

6.2 Class Acceptance Requirement. A class of claims shall have accepted the Plan if it is accepted by at least two-thirds (2/3) in amount and more than one-half (1/2) in number of the Allowed Claims of such class that vote on the Plan.

ARTICLE 7.

MEANS FOR EXECUTION OF THE PLAN

7.1 Continuation of Debtor's Business. Debtor will continue to operate its business in the ordinary course. Payments required by this Plan will be made from the cash flow generated by the operation of the business and from the \$350,000 Post-Confirmation Credit Facility secured by a lien in all assets of the Debtor subordinate to the lien of Home Federal and made available to the Debtor as of the Effective Date. The material terms of the Post-Confirmation Credit Facility are summarized as follows: (i) maximum aggregate principal advance - \$350,000 pursuant to four promissory notes with the following terms:

(a) \$45,000.00 Secured Promissory Note (12% annual interest rate/38% maximum bonus override) ("Note #1");

(b) \$130,000.00 Secured Promissory Note (15% annual interest rate/60% maximum bonus override) ("Note #2");

(c) \$75,000.00 Secured Promissory Note (17% annual interest rate/108% maximum bonus override) ("Note #3");

(d) \$100,000.00 Secured Promissory Note (20% annual interest rate/no maximum bonus override limit) ("Note #4");

(ii) interest only is payable on each of the Notes monthly for 36 months commencing March, 2012; (iii) monthly payment of principal and interest in months 37 through 60 with all Notes maturing as of March 9, 2017; (iv) bonus overrides payable on the Notes annually based on financial performance of the Debtor as follows:

Debtor shall pay a supplemental interest or bonus payment on the Notes equaling the greater of subparts (1), (2) or (3) below:

(1) Three percent (3%) of the annual principal balance of each Note under this Agreement for each investment year, payable each year during the term of this Agreement and the Notes. For purposes of this Agreement, the term "Investment Year" shall be defined as March 1 through February 28 (or 29) of each year, or the twelve month period beginning on the first day of the month immediately following the date Loan disbursements occur;

(2) One quarter of one percent (0.25%) of the Debtor's total worldwide gross annual revenues for each Investment Year during the term of this Agreement and the Notes. For purposes of this Agreement, "total worldwide gross annual revenues" shall be defined as the total gross revenues actually received by the Debtor from all sources world-wide for each Investment Year during the term of this Agreement and the Notes; or

(3) One percent (1%) of the Debtor's net international revenue growth for each Investment Year during the term of this Agreement and the Notes. For purposes of this Agreement, the term "net international revenue growth" shall be defined as the amount the Debtor's gross sales of products and services to non-U.S. clients (excepting the territorial United States, its provinces and territories) in the pertinent Investment Year exceeds the Debtor's international sales for 2011;

(4) The bonus override payment under this Section shall not exceed the maximum rate (a percentage of the Note principal balance) for each Note as set forth in Section 1.2 above;

(5) The annual bonus override payment under this Section shall be due and payable forty-five (45) days after the end of the prior Investment Year. The annual bonus override payment shall be due so long as there was a principal balance due and owing under any of the Notes in the prior Investment Year;

Based upon the financial projections attached to the Disclosure Statement, total annual bonus override payments on the Notes will not exceed 3% of the \$350,000 aggregate principal loan balance, or \$10,500 per year; (v) guaranties of Andrew Baechler and Benjamin Baechler; (vi) the guaranties shall be secured by pledge of 100% of the equity in the Reorganized Debtor; and (vii) material events of default are limited to nonpayment of principal or interest when due.

7.2 Ownership; Governance, Management of Reorganized Debtor. As holders of the Equity Interests, Andrew Baechler and Benjamin Baechler will hold 100% of the common stock of the Reorganized Debtor. The Equity Interests will be pledged to the Post-Confirmation Lender to secure the personal guarantees of the Post-Confirmation Credit Facility. The board of directors of Eniva shall consist of the following members: Andrew Baechler and Benjamin Baechler. Management of Eniva shall consist of: Andrew Baechler as chief executive officer and Benjamin Baechler as chief medical officer. The annual compensation paid to Andrew Baechler and Benjamin Baechler is \$120,000 and \$120,000 respectively, and shall not be increased until all payments under the Plan have been completed.

7.3 Revesting of Property. On the Effective Date, all property of the Debtor shall vest in the reorganized Debtor, free and clear of all claims, interests, liens, charges or other encumbrances, except as may be otherwise provided herein.

7.4 Compensation and Benefit Programs. All employment and severance practices and policies, employment agreements or understandings, (including, without limitation, any and all collective bargaining agreements), and all compensation and benefit plans, policies, and programs of the Debtor applicable to its directors, officers, managers and employees who served as directors, officers, managers and/or employees before or after the Petition Date, if any, including, without limitation, all savings plans, retirement plans, health care plans, severance benefit plans, incentive plans, workers' compensation programs and life, disability and other insurance plans, are treated as executory contracts under the Plan and are hereby assumed in accordance with Article 9 of the Plan as of the Effective Date pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code.

ARTICLE 8.

PROVISIONS GOVERNING DISTRIBUTIONS

8.1 Means of Cash Payment. Cash payments made pursuant to the Plan by check drawn on a domestic bank, or by wire transfer from a domestic bank.

8.2 Delivery of Distributions. Subject to Bankruptcy Rule 9010, distributions and deliveries to holders of Allowed Claims shall be made at the address of each such holder as set forth on the proofs of claim filed by such holders (or at the last known addresses of such holders if no proof of claim is filed or if Debtor has been notified of a change of address). If any holder's distribution is returned as undeliverable no further distribution to such holder shall be made unless and until the Reorganized Debtor is notified of such holder's then current address, at which time all missed distributions shall be made to such holder without interest.

ARTICLE 9.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

9.1 Rejected If Not Assumed. The Plan constitutes and incorporates a motion by Debtor to reject all executory contracts and unexpired leases to which Debtor is a party, except for any contract or lease that (a) has been assumed or rejected pursuant to Final Order of the Bankruptcy Court, or (b) is the subject of a motion to assume or reject that is filed with the Bankruptcy Court not later than five (5) business days before the date when the Ballot is due. The Confirmation Order shall represent and reflect an order of the Bankruptcy Court approving such rejections as of the Effective Date.

9.2 Bar to Rejection Damages. If the rejection of an executory contract or unexpired lease by Debtor results in damages to the other party or parties to such contract or lease, the claim for such damages, if not heretofore evidenced by a filed proof of claim, shall be forever barred and shall not be enforceable against Reorganized Debtor or its properties unless a

proof of claim is filed with the Bankruptcy Court and served upon counsel for Debtor within thirty (30) days after entry of the Confirmation Order.

ARTICLE 10.

PROCEDURES FOR RESOLVING AND TREATING CONTESTED CLAIMS

10.1 Objection Deadline. As soon as practicable, but in no event later than the deadline established by the Bankruptcy Court, objections to claims shall be filed with the Bankruptcy Court and served upon the holders of each of the claims to which objections are made.

10.2 Prosecution of Objections. After the date of entry of the Confirmation Order, only Reorganized Debtor shall have the authority to file, litigate, settle, or withdraw objections to claims to which objections are filed (the "Contested Claims").

10.3 No Distributions Pending Allowance. Notwithstanding any other provision of the Plan, no payment or distribution shall be made with respect to any Contested Claim unless and until such Contested Claim becomes an Allowed Claim.

10.4 Administrative Claims Bar Date. Confirmation of the Plan establishes a bar date for Administrative Claims, which bar date shall be thirty (30) calendar days after the Effective Date. Holders of Administrative Claims that are not paid on the Effective Date may file a motion for payment of administrative expense on or before such bar date. The Reorganized Debtor and any other party in interest will have thirty (30) days after the Administrative Claims bar date to review and object to such Administrative Claims before a hearing for determination of such claims is held by the Bankruptcy Court.

ARTICLE 11.

MISCELLANEOUS PROVISIONS

11.1 Prepayment. Unless the Plan shall otherwise provide, the Reorganized Debtor shall have the right to prepay, without penalty, all or any portion of an Allowed Claim at any time.

11.2 Compliance with Tax Requirements. In connection with the Plan, the Reorganized Debtor shall comply with all withholding and reporting requirements imposed by federal, state, local, and foreign taxing authorities and all distributions hereunder shall be subject to such withholding and reporting requirements.

11.3 Compliance with All Applicable Laws. If notified by any governmental authority that the Reorganized Debtor is in violation of any applicable law, rule, regulation, or order of such governmental authority relating to its businesses, the Reorganized Debtor shall comply with such law, rule, regulation, or order; provided, however, that nothing contained herein shall require such compliance by the Reorganized Debtor where the legality or applicability of any such requirement is being contested in good faith in appropriate proceedings

by the Reorganized Debtor, and, if appropriate, for which an adequate reserve has been set aside on the books of the Reorganized Debtor.

11.4 Setoffs. The Reorganized Debtor, may, but shall not be required to, set off against any claim, and the payments or other distributions to be made pursuant to the Plan in respect of such claim, claims of any nature whatsoever that Debtor or Reorganized Debtor may have against the holder of such claim, but neither the failure to do so nor the allowance of any claim hereunder shall constitute a waiver or release by Debtor of any such claim that Debtor or the Reorganized Debtor may have against such holder.

11.5 Retention and Waiver of Avoidance Claims. The Debtor shall retain causes of action arising under 11 U.S.C. Sections 547 and 548 of the Bankruptcy Code. As of the Effective Date of the Plan the Debtor waives and releases all such causes of action.

ARTICLE 12.

CONSUMMATION OF THE PLAN

12.1 Retention of Jurisdiction.

(a) The Bankruptcy Court shall retain and have exclusive jurisdiction over the Chapter 11 Case for purposes (i) through (x) below:

(i) To determine any and all objections to and proceedings involving the allowance, estimation, classification, and subordination of claims;

(ii) To determine any and all applications for allowances of compensation and reimbursement of expenses and any other fees and expenses authorized to be paid or reimbursed under the Bankruptcy Code or the Plan;

(iii) To determine any applications pending on the Effective Date for the rejection or assumption of executory contracts or unexpired leases or for the assumption and assignment, as the case may be, of executory contracts or unexpired leases to which Debtor is a party or with respect to which Debtor may be liable, and to hear and determine, and if need be to liquidate, any and all claims arising therefrom;

(iv) To determine any and all applications, adversary proceedings, and contested or litigated matters that may be pending on the Effective Date.

(v) To consider any modifications of the Plan, remedy any defect or omission or reconcile any inconsistency in any order of the Bankruptcy Court, including the Confirmation Order, to the extent authorized by the Bankruptcy Code;

(vi) To determine all controversies, suits, and disputes that may arise in connection with the interpretation, enforcement, or consummation of the Plan or any person's obligations hereunder;

(vii) To consider and act on the compromise and settlement of any claim against or cause of action by or against Debtor's estate;

(viii) To issue such orders in aid of execution of the Plan to the extent authorized by Section 1142 of the Bankruptcy Code; or

(ix) To determine such other matters as may be set forth in the Confirmation Order or which may arise in connection with the Plan, the Confirmation Order, the Effective Date or the Distribution Date.

(x) To determine all adversary proceedings commenced by Debtor or Reorganized Debtor to recover money or property under Chapter 5 of the Bankruptcy Code.

(b) If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising out of or relating to this Chapter 11 Case, this section shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

12.2 Modification of Plan. Debtor may propose modifications of the Plan in writing at any time before confirmation, provided that (a) the Plan, as modified, meets the requirements of Sections 1122 and 1123 of the Bankruptcy Code; and (b) Debtor shall have complied with Section 1125 of the Bankruptcy Code. The Plan may be modified at any time after confirmation and before its substantial consummation only by Debtor provided that (a) the Plan, as modified, meets the requirements of Sections 1122 and 1123 of the Bankruptcy Code; (b) the Bankruptcy Court, after notice and a hearing confirms the Plan as modified under Section 1129 of the Bankruptcy Code; and (c) the circumstances warrant such modification. A holder of a claim or Equity Interest that has accepted or rejected the Plan shall be deemed to have accepted or rejected, as the case may be, such Plan as modified unless, within the time fixed by the Bankruptcy Court, such holder changes its previous acceptance or rejection.

ARTICLE 13.

EFFECTS OF PLAN CONFIRMATION

13.1 Discharge and Injunction. Confirmation of the Reorganization Plan results in a discharge of the Debtor pursuant to Section 1141(d) of the Bankruptcy Code. That discharge shall occur on the Effective Date. The discharge provided herein operates, among other things, as an injunction as provided in Section 524 of the Bankruptcy Code.

13.2 No Liability for Tax Claims. Unless a taxing authority has asserted a claim against the Debtor before the bar date established therefor, no claim of such authority shall be allowed against them for taxes, penalties or interest arising out of the failure, if any, of the Debtor to have filed any tax return, including, but not limited to, any income tax return, sales tax return or franchise tax return in any prior year or arising out of an audit of any return for a period before the Petition Date.

13.3 Revesting. Except as otherwise expressly provided in this Plan, on the Effective Date, the Reorganized Debtor shall be vested with all of the assets and property of their former Estate, free and clear of all claims, Liens, encumbrances, charges and other interests of holders of claims or Interests, and may operate its business free of any restrictions imposed by the Bankruptcy Code or by the Bankruptcy Court.

13.4 Disallowed Claims and Disallowed Interests. On and after the Effective Date, the Debtor shall be fully and finally discharged of any liability or obligation on a disallowed claim or a disallowed Interest, and any order creating a disallowed claim or a disallowed Interest which is not a Final Order as of the Effective Date solely because of a Person's or Governmental Unit's right to move for reconsideration of such order pursuant to Section 502 of the Bankruptcy Code or Bankruptcy Rule 3008 shall nevertheless become and be deemed a Final Order on the Effective Date.

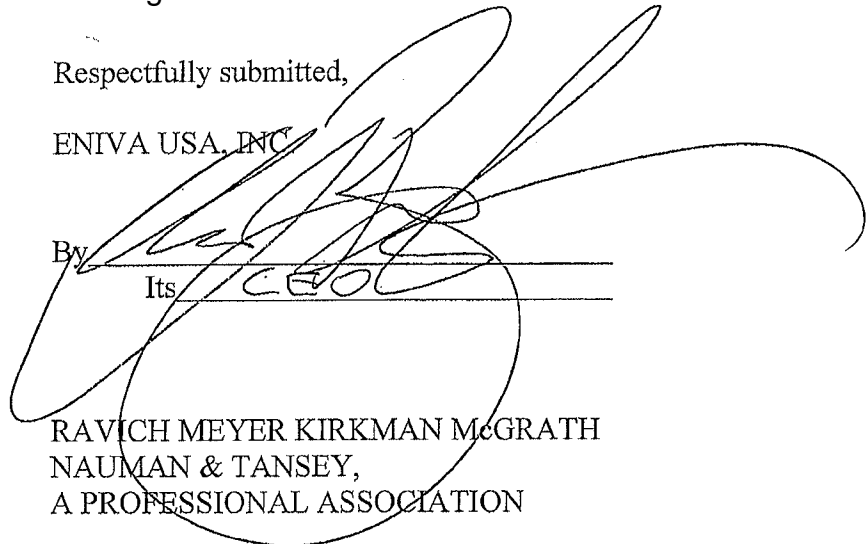
Respectfully submitted,

Dated: February 21, 2012

ENIVA USA, INC

By

Its

A large, stylized handwritten signature in black ink is written over a printed name 'CEO' which is underlined. The signature is highly cursive and loops around the printed text.

Dated: February 21, 2012

RAVICH MEYER KIRKMAN McGRATH
NAUMAN & TANSEY,
A PROFESSIONAL ASSOCIATION

By /e/ Michael F. McGrath #168610
Will R. Tansey #323056
Michael D. Howard #391164

4545 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
Telephone: (612) 332-8511
Facsimile: (612) 332-8302

ATTORNEYS FOR DEBTOR