

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND  
Greenbelt Division**

<b>IN RE:</b>	*	
	*	
<b>TECHNOLOGY SPECIALISTS, INC.,</b>	*	<b>Case No.: 15-17311-TJC</b>
	*	<b>Chapter 11</b>
<b>Debtor.</b>	*	
	*	
	*	
	*	

---

**JOINT AMENDED PLAN OF REORGANIZATION**  
(Technology Specialists, Inc.)

Technology Specialists, Inc., Debtor and Debtor-In-Possession (the “Debtor”), and the Official Committee of Unsecured Creditors appointed in the case (the “Committee”), jointly propose the following Joint Amended Chapter 11 Plan of Reorganization (this “Plan”) to resolve the outstanding Claims against and Equity Interests in the Debtor. The Debtor and Committee (together, the “Plan Proponents”) have the right to modify this Plan before or after confirmation and before consummation of this Plan, but only in accordance with the Bankruptcy Code. All Claims against and Equity Interests in the Debtor, absolute or contingent, including all Claims arising from the rejection of Executory Contracts and/or Unexpired Leases, whether resulting in an Allowed Claim, and all Holders of all claims and Equity Interests shall be bound by the provisions of this Plan.

This Plan is structured to ensure the maximum possible return to Creditors while also ensuring the continuation of the Debtor’s business and the strengthening of its finances, which will serve as a source of payments to Creditors on their Claims.

Reference is made to the Amended Disclosure Statement (the “Disclosure Statement”), filed contemporaneously with this Plan, for a summary and analysis of this Plan.

**ARTICLE I**  
**DEFINITIONS**

1.01 Rules of Interpretation. Whenever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in the masculine, the feminine or the neuter gender shall include the masculine, the feminine and the neuter. The words, “herein,” “hereof,” “hereto,” “hereunder” and others of similar import, refer to this Plan as a whole and not to any particular section, subsection, clause or paragraph contained in this Plan. Captions and headings to Articles, sections, paragraphs and exhibits are included for convenience of reference only and are not intended to be part of or to affect the interpretation of this Plan. The rules of construction set forth in Section 102 of the Bankruptcy Code shall apply to this Plan. In the event of any inconsistency between or among

this Plan, the Disclosure Statement and the Confirmation Order, this Plan shall take precedence over the Disclosure Statement, and the Confirmation Order shall take precedence over this Plan and the Disclosure Statement.

1.02 Definitions. Unless the context requires otherwise, the following words and phrases shall have the meaning set forth below when used in an initially capitalized form in this Plan. Any word or phrase used in this Plan that is not defined in this Plan will have the meaning ascribed to that term in or under the Bankruptcy Code or the Bankruptcy Rules:

“Administrative Expense” shall mean, collectively, (a) any cost or expense of administration of the Chapter 11 Case allowable under sections 503, 507(a)(2), or 507 (b) of the Bankruptcy Code, including, without limitation, the fees and expenses of professionals employed by the Debtor pursuant to Article II of this Plan (including without limitation costs and expenses arising from and after the Confirmation Date through the Effective Date), and (b) any fees or charges assessed against the Debtor’s Estate under Section 1930, Title 28, United States Code.

“Administrative Claims Bar Date” shall mean the date that is thirty (30) days after the Effective Date. The Administrative Claims Bar Date shall not constitute a bar against (a) Professional Fee Claims for any Administrative Expense for services rendered in connection with the Chapter 11 Case, or (b) payment of any fees or charges assessed against the Debtor’s Estate under Section 1930, Title 28, United States Code, whether accruing prior to or after the Administrative Claims Bar Date.

“Allowed” shall mean, except as otherwise provided herein: (a) a Claim of any kind that has been allowed by a Final Order; (b) a Claim of any kind that is either not Disputed or otherwise subject to an objection as of the Claims Objection Bar Date; (c) a Claim that has been scheduled by the Debtor in its Schedules other than those scheduled as disputed, contingent (except as identified herein) or unliquidated and is not Disputed or is otherwise subject to an objection as of the Claims Objection Bar Date; (d) a Claim that is allowed: (i) in any stipulation of amount and nature of Claim executed before the entry of the Confirmation Order and approved by the Bankruptcy Court; (ii) in any stipulation with the Debtor of the amount and nature of Claim or Equity Interest executed on or after the entry of the Confirmation Order and which is approved by the Committee (if prior to the Effective Date) or the Plan Administrator (if after the Effective Date); or (iii) in or pursuant to any contract, instrument, or other agreement entered into or assumed in connection herewith; (e) a Claim that is allowed pursuant to the terms hereof; or (f) a Disputed Claim as to which a proof of Claim was timely filed and as to which no objection has been filed as of the Claims Objection Bar Date.

“Avoidance Action” shall mean any cause of action arising in this Chapter 11 Case to avoid a transfer of property of the Debtor or the Debtor’s Estate or to recover such property, or the value of such property, pursuant to Sections 542, 543, 544, 545, 547, 548, 549, 550 and/or 551 of the Bankruptcy Code, or to recover damages or other monetary relief on account of any violation of the automatic stay pursuant to Section 362 of the Bankruptcy Code.

“Bankruptcy Code” shall mean Title 11 of the United States Code.

“Bankruptcy Court” shall mean the United States Bankruptcy Court for the District of Maryland.

“Bankruptcy Rules” shall mean the Federal Rules of Bankruptcy Procedure.

“Bar Date”, with respect to non-governmental entities shall mean September 28, 2015, which was the date set by the Bankruptcy Court as the last day by which a creditor that is a non-governmental entity is permitted to file a proof of claim and, with respect to governmental entities, the date that is 180 days after the Petition Date.

“Causes of Action” means, other than Avoidance Actions, any and all claims, actions, adversary proceedings, causes of action, liabilities, obligations, rights, suits, debts, sums of money, damages, judgments and demands whatsoever, whether pending or not pending, known or unknown, whether or not scheduled as an asset of the Debtor, disputed or undisputed, legal or equitable, absolute or contingent, that are already pending or that have accrued or are accruing to the Debtor or the Estate, or that may be pursued derivatively by or on behalf of the Debtor or the Estate.

“Chapter 11” shall mean Chapter 11 of the Bankruptcy Code.

“Chapter 11 Case” shall mean the above-captioned Chapter 11 bankruptcy case of Technology Specialists, Inc.

“Claim” shall have the meaning set forth in Section 101 of the Bankruptcy Code.

“Claimant” shall mean any entity (as defined in the Bankruptcy Code) holding or asserting a Claim against the Debtor.

“Claims Objection Bar Date” means the date by which the Debtor, Plan Administrator, or any other party in interest must object to a Claim, proof of which was timely filed by the applicable Bar Date.

“Class” shall mean any class of Creditors or Interest Holders as established by this Plan.

“Class 2 Assets” shall mean the following assets, the proceeds of which are to be used by the Plan Administrator to make distributions to the Holders of Allowed Class 2 Claims: (i) Class 2 Effective Date Funds; (ii) the Class 2 Post-Effective Date Payments; (iii) net recoveries from Avoidance Actions and Causes of Action.

“Class 2 Effective Date Funds” shall mean (i) the balance of the funds from the settlements with Harris Corp. and FNP after payment of Allowed Administrative Claims, Allowed Priority Tax Claims and the Effective Date Reserve and (ii) the new value contribution, to the extent applicable.

“Class 2 Post-Effective Date Payments” shall mean ten (10) biannual payments from the Reorganized Debtor’s operating revenues, to be made to the Plan Administrator on the last days

of June and December in the amounts set forth in Exhibit D of the Disclosure Statement, beginning on December 31, 2016, sufficient to pay Allowed Class 2 Claims the balance of ten percent (10%) of their Allowed Claims.

“Committee” shall mean the Official Committee of Unsecured Creditors of the Debtor appointed by the United States Trustee in the Chapter 11 Case, pursuant to Section 1102 of the Bankruptcy Code, as such Committee may be reconstituted from time to time.

“Confirmation Date” shall mean the date the Bankruptcy Court enters the Confirmation Order.

“Confirmation Hearing” shall mean the hearing held pursuant to Section 1128 of the Bankruptcy Code with respect to this Plan.

“Confirmation Order” shall mean the order of the Bankruptcy Court confirming this Plan.

“Creditor” shall have the meaning set forth in Section 101 of the Bankruptcy Code.

“Debtor” shall mean Technology Specialists, Inc. and any successor of Technology Specialists, Inc.

“Debtor-In-Possession” shall mean the Debtor in its capacity as a debtor in possession in this Chapter 11 Case pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

“Debtor’s Bankruptcy Counsel” shall mean the law firm of McNamee, Hosea Jernigan, Kim, Greenan & Lynch, P.A.

“Disclosure Statement” shall mean the Amended Disclosure Statement for use in connection with this Plan and distributed to holders of Claims entitled to vote for the purpose of acceptance or rejection of this Plan.

“Disputed” shall mean any Claim or any portion thereof which is not Allowed or Disallowed and which is (i) filed for which no amount was scheduled by the Debtor in the Schedules; (ii) filed in an amount or priority different than was scheduled by the Debtor in the Schedules; (iii) scheduled as unliquidated, contingent or disputed; (iv) a duplicate of another Claim; or (v) the subject of a pending application, motion, complaint, objection, or any other legal proceeding seeking to disallow, limit, subordinate, or estimate such Claim. A Claim is also a Disputed Claim if the Debtor or Plan Administrator has named or names the Holder of the Claim as a defendant or a counterclaim defendant in any legal or other proceeding.

“Disallowed” when used with respect to a Claim, means a Claim that has been disallowed by a Final Order.

“Effective Date” means a day designated by the Debtor and Committee that is a day no earlier than the date on which all conditions to the effectiveness of this Plan have been met or waived; provided, however, that the Effective Date shall be no later than thirty (30) days following the date on which the Confirmation Order becomes a Final Order.

“Effective Date Reserve” shall mean the payment to the Plan Administrator on the Effective Date of no less than \$30,000.00 and no more than \$40,000.00 to be used towards the Plan Administrator’s fees and expenses of administering the Class 2 Assets under the terms of this Plan.

“Estate” shall mean the Chapter 11 bankruptcy estate of the Debtor.

“Executory Contract or Unexpired Lease” means a contract or lease to which the Debtor is a party that is subject to assumption or rejection under Section 365 of the Bankruptcy Code and includes any modifications, amendments, addenda or supplements thereto or restatements thereof.

“Equity Interest” shall mean the stock of the Debtor, 100% of which are currently held by Lee White and Thalia White.

“Final Order” shall mean an order or judgment entered on the docket by the Clerk of the Bankruptcy Court or any other court exercising jurisdiction over the subject matter and the parties (a) that has not been reversed, stayed, modified or amended, and (b) as to which no appeal, certiorari proceeding, reargument or other review or rehearing has been timely requested or, if timely requested, is still pending.

“General Unsecured Claims” shall mean Unsecured Claims that are not entitled to any priority or administrative treatment.

“Impaired” refers to any Claim or Interest that is impaired within the meaning of Sections 1123(a)(4) and 1124 of the Bankruptcy Code with respect to a Claim, Equity Interest, or Class of Claims or Equity Interests.

“Interest Holder” shall mean any holder of an Equity Interest in the Debtor, 100% of which are currently held by Lee White and Thalia White.

“Petition Date” shall mean May 21, 2015, the date that the Debtor filed a voluntary petition under Chapter 11 of the Bankruptcy Code.

“Plan” shall mean this Joint Amended Plan of Reorganization, including the exhibits and schedules hereto, either in its present form or as it may be amended, supplemented or modified from time to time in accordance with the provisions of this Plan, the Bankruptcy Code and the Bankruptcy Rules.

“Plan Administrator” means such person as designated by the Committee in consultation with the Debtor at least 10 days prior to the Confirmation Hearing.

“Priority Unsecured Claim” shall mean all Claims entitled to priority under Section 507 of the Bankruptcy Code, other than Priority Tax Claims.

“Priority Tax Claim” shall mean any Claim entitled to priority pursuant to Section 507(a)(8) of the Bankruptcy Code, except the Secured Class 1 Tax Claim.

“Professional(s)” shall mean any professional employed in the Bankruptcy Case pursuant to Sections 327, 330 or 1103 of the Bankruptcy Code or any professional or other entity seeking compensation or reimbursement of expenses from the Debtor in connection with the Chapter 11 Case pursuant to Sections 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

“Professional Fee Claim” shall mean the Claims of a Professional under sections 328, 330(a), 331, 503 or 1103 of the Bankruptcy Code for compensation of a Professional or other entity for services rendered or expenses incurred in the Chapter 11 Case.

“Pro Rata” means, unless this Plan specifically provides otherwise, with respect to Claims, the proportion that the amount of a Claim in a particular Class bears to the aggregate amount of all Claims in such Class.

“Rejection Claims Bar Date” shall mean the first to occur of (1) a bar date set pursuant to Court order that governs the filing of a claim arising from the rejection of an Unexpired Lease or an Executory Contract; (2) the Claims Bar Date, to the extent that an Unexpired Lease or Executory Contract was rejected prior to the Claims Bar date; or (3) thirty (30) days following the Confirmation Date.

“Rejection Damage Claim” shall mean any Claim for damages arising from or in connection with the rejection of an Executory Contract or Unexpired Lease.

“Reorganized Debtor” shall mean the Debtor, as reorganized pursuant to this Plan, on and after the Effective Date.

“Secured Claim” shall mean any Claim to the extent that it is determined to be secured pursuant to Section 506(a) of the Bankruptcy Code.

“Unsecured Claim” shall mean any Claim, to the extent that it is not determined to be a Secured Claim.

**ARTICLE II**  
**TREATMENT OF ADMINISTRATIVE**  
**EXPENSE AND PRIORITY TAX CLAIMS**

2.01 Administrative Expenses. Except as set forth below, each holder of an Allowed Administrative Expense shall be entitled to payment in full in cash upon the later of (a) the Effective Date, (b) the date on which an order of the Bankruptcy Court allowing such Administrative Expense becomes a Final Order, or (c) the date, or dates, on which the Plan Proponents and the holder of such Allowed Administrative Expense agree or have agreed. Any final request for payment of an Administrative Expense must be filed no later than **thirty (30) days after the Effective Date**. The Administrative Claims Bar Date shall not constitute a bar to Professional Fee Claims, whether accruing prior to or after the Administrative Claims Bar Date.

Requests for payment of Administrative Expenses shall be made by motion or application, as applicable, pursuant to the rules of the Bankruptcy Court. The failure to file a motion or application for the allowance of any Administrative Expense on or before the Administrative Claims Bar Date shall constitute a bar against the assertion or collection of any such Administrative Expense, and shall relieve the Debtor's Estate and the Reorganized Debtor from any liability, responsibility or obligation with respect to such Administrative Expense. Notwithstanding the foregoing, the Debtor may, in its sole discretion, pay Administrative Expenses incurred in the ordinary course of the Debtor's business without motion or Court order. Notice of any application or motion for the allowance or payment of any Administrative Expense Claim shall be given to the Debtor, Debtor's Bankruptcy Counsel, the Committee, the Office of the United States Trustee and to Creditors and parties in interest who have requested notice pursuant to Bankruptcy Rule 2002.

2.02 Professional Fee Claims. Professionals or other entities asserting a Professional Fee Claim (including counsel for the Committee) for services rendered before the Effective Date must, unless previously filed, file and serve on Debtor's Bankruptcy Counsel, the Committee; the Office of the United States, and to Creditors and parties in interest who have requested notice pursuant to Bankruptcy Rule 2002, an application for final allowance of such Professional Fee Claim no later than **thirty (30) days after the Effective Date**. Professional Fee Claims shall be paid on the later of: (a) the Effective Date; (b) the date on which an order of the Bankruptcy Court allowing such Administrative Expense becomes a Final Order; or (c) the date, or dates, on which the Debtor and the Professional(s) may agree. Any party in interest may object to a Professional Fee Claim. Any objections to the allowance of a Professional Fee Claim must be filed and served **no later than twenty-one (21) days after such Professional Fee Claim is filed and served**. All fees and expenses earned by Debtor's professionals subsequent to the Confirmation Date shall be paid by the Debtor as earned and billed without need for further approval of the Bankruptcy Court.

2.03 U.S. Trustee's Fees. The Debtor and Reorganized Debtor, as applicable, shall pay to the United States Trustee, at the time such payments are due, all fees owed under 28 U.S.C. § 1930(a)(6) for disbursements by the Debtor from the Petition Date through the date on which the case is closed or converted to a case under Chapter 7. The Debtor and Reorganized Debtor, as applicable, will be responsible for disbursing any such payments to the Office of the U.S. Trustee as owed, and reporting such disbursements under applicable rules.

2.04 Priority Tax Claims. Allowed Priority Tax Claims, if any, shall be paid in full by the Debtor in installment payments stated herein and called for in Article IV of this Plan, below, but no later than sixty (60) months following the Petition Date as required by the Bankruptcy Code.

**ARTICLE III**  
**CLASSIFICATION OF CLAIMS AND INTERESTS**

Pursuant to Section 1122 of the Bankruptcy Code, set forth below is a designation of classes of Claims and Interests. Administrative Expense Claims are addressed in Article II, above, and have not been classified and are excluded from the following classes in accordance with Section 1123(a)(1) of the Bankruptcy Code.

3.01 Class 1: (Secured Tax Claims) (\$1,545.11). The Class 1 Secured Tax Claim consists of the Claim of Prince George's County, Maryland, in the amount of \$1,545.11, as a result of unpaid personal property taxes for fiscal year 2016, plus accrued interest at the rate of seven percent (7%). This Class is Unimpaired.

3.02 Class 2: (General Unsecured Claims) (\$6,001,500.00). Class 2 consists of the General Unsecured Claims filed against and/or scheduled by the Debtor in the aggregate amount of approximately \$6,001,500.00. Class 2 includes Claims improperly or incorrectly filed as Secured Claims, which are the subject of separate motions or objections filed contemporaneous with this Plan. This Class is Impaired. The Debtor or Reorganized Debtor (as the case may be) and the Plan Administrator reserve the right to object to these Claims and nothing herein shall constitute an admission that these claims are Allowed. This Class is Impaired.

3.03 Class 3 consists of Equity Interests in the Debtor. Class 3 under the Plan consists of the Equity Interests of the Debtor. Lee White and Thalia White are the owners of 100% of the stock and Equity Interests in the Debtor. Class 3 is Impaired but cannot vote to accept or reject the Plan.

**ARTICLE IV**  
**TREATMENT OF CLASSES OF CLAIMS AND INTERESTS**

The Plan provides for the Debtor to make installment payments to Creditors from cash on hand, revenues derived from the operations of the Reorganized Debtor's business, the Plan Note, a new value contribution, to the extent applicable, and the proceeds of Avoidance Actions and Causes of Action for a period of five (5) years, except as otherwise stated herein. The treatment of each class of Claims and Equity Interests is more specifically set forth below.

4.01 Treatment of Class 1 (Secured Tax Claim). Class 1 consists of the Secured Tax Claim of Prince George's County, Maryland in the approximate amount of \$1,545.11, plus accrued interest at the rate of seven percent (7%) Absent agreement by the holder of the Class 1 Allowed Secured Tax Claim, the Class 1 Allowed Secured Tax Claim shall be paid in full on the Effective Date.

Class 1 is Unimpaired under this Plan, and is therefore not entitled to vote to accept or reject this Plan.

4.02. Treatment of Class 2 (General Unsecured Claims). Class 2 consists of General Unsecured Claims filed against and/or scheduled against the Debtor in the amount of



approximately 6,001,500.00. Class 2 includes Claims improperly or incorrectly filed as Secured Claims, which are the subject of separate motions or objections filed contemporaneous with this Plan. In full and final satisfaction and discharge of each Allowed Class 2 Claim, each Holder of an Allowed Class 2 Claim shall receive a pro rata distribution(s) of net proceeds of the Class 2 Assets, consisting of the following: (i) Class 2 Effective Date Funds; (ii) the Class 2 Post-Effective Date Payments, as set forth in detail in **Exhibit D** to this Disclosure Statement; and (iii) net recoveries from Avoidance Actions and Causes of Action. The sum of (i) and (ii) shall equal ten percent (10%) of the Allowed Class 2 Claims. As such, Allowed Class 2 Claims shall receive a pro rata distribution(s) of ten percent (10%) of their Allowed Class 2 Claims, plus any payments received from the net recoveries from Avoidance Actions and Causes of Action.

Class 2 is Impaired under this Plan and is entitled to vote to accept or reject this Plan.

4.03 Treatment of Class 3 (Equity Interests in Debtor). Class 3 under this Plan consists of the Equity Interests of the Debtor. Lee White and Thalia White are the owners of 100% of the stock and Equity Interests in the Debtor. Class 3 Equity Interests in the Debtor shall be extinguished upon the Effective Date, and New Interests shall be issued in the Reorganized Debtor consisting of 1,000 shares in a single class of common stock. Absent higher or better bids being accepted, Lee White shall purchase 100% of the equity interests in the Reorganized Debtor by making a new value contribution to the Plan in the amount of \$10,000.00 to be used to fund Allowed Class 2 Claims.

As consideration for the new value contribution, 100% of the new common stock of the issued and outstanding Interests of the Reorganized Debtor shall be issued to Lee White. The new value contribution allows the Equity holders to purchase the Equity Interest(s) in the Reorganized Debtor. The United States Supreme Court has held that such efforts must be subject to competing bids from the open market. Therefore, anyone may purchase the Equity Interest of the Reorganized Debtor by submitting a higher bid for such interest. Any party desiring to offer a higher bid should submit such bid, in writing, along with evidence of his/her ability to satisfy such bid, to the undersigned counsel for the Debtor, **by noon (EDT) at least fourteen (14) days prior to the Confirmation Hearing**, and must appear at the Confirmation Hearing. The new value requirement and the ability to bid and any subsequent auction of the Equity Interest will only take place in the event that all Impaired Classes do not accept the plan. The highest and best bid will be accepted by the Bankruptcy Court and the successful bidder will become the owner of the Equity Interest in the Reorganized Debtor, and will purchase such Equity Interest subject to the terms of this Plan confirmed by the Court. In the event that the Equity Interest of the existing principal is purchased, Lee White will withdraw his proposed new value contribution.

Additionally, pursuant to section 1121 of the United States Bankruptcy Code, the exclusivity period for the Debtor to file a plan of reorganization expired on September 18, 2015. Any Creditor who wishes to file a competing Disclosure Statement and Chapter 11 Plan of Reorganization in the Bankruptcy Court is currently free to do so.

Class 3 is Impaired, but is not entitled to vote because the Holders of Equity Interests in Class 3 will not retain or acquire any property under this Plan on account of their Equity Interests. As such, Class 3 is deemed to reject the Plan.

**Article V**  
**Disputed Claims and Interests**

5.01 Bar Date. Any Claim in existence as of the Bar Date that was not scheduled by the Debtor, or that is scheduled as contingent, unliquidated or disputed, or that varies in amount, nature or priority from that stated in the Debtor's Schedules, must have been asserted, if at all, by the filing of a Proof of Claim with the Bankruptcy Court no later than the Bar Date. The failure to have filed a Proof of Claim by the Bar Date shall constitute a bar against the assertion or collection of any such Claim, and shall relieve the Debtor, the Debtor's Estate and the Reorganized Debtor from any liability, responsibility or obligation with respect to such Claim. Without limiting the generality of the foregoing, no distribution shall be made pursuant to this Plan with respect to any Claim that was not filed by the Bar Date or scheduled by Debtor, or that has been Disallowed by virtue of an objection to such Claim.

5.02 Objections to Claims. Objections to Claims, if any, **must be filed no later than ninety (90) days after the Effective Date**, unless such deadline is extended by order of the Bankruptcy Court.

5.03 Distributions on Account of Disputed Claims. No distribution shall be made in respect to a Disputed Claim until and unless such Disputed Claim becomes an Allowed Claim. The Debtor shall be authorized to reserve from any distribution funds sufficient to pay Disputed Claims.

5.04 Claims Arising as a Result of Avoided Transfers. Any Claim arising as a result of an order or a judgment entered on or after the Confirmation Date determining that a transfer of property of the Debtor is avoidable pursuant to Chapter 5 of the Bankruptcy Code must be pursued by the filing of a Proof of Claim not later than thirty (30) days following the entry of the order or judgment that gives rise to such Claim. The failure to file or deliver a Proof of Claim by such date shall constitute a bar against the assertion or collection of any such Claim, and shall relieve the Debtor and the Debtor's Estate from any liability, responsibility or obligation with respect to such Claim. Nothing in this Section shall be construed to mean that the entry of an order or judgment avoiding a transfer of the Debtor's property, under Chapter 5 of the Bankruptcy Code or otherwise, gives rise to an Allowable Claim, and the right to object to any such Claim is hereby reserved.

**ARTICLE VI**  
**EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

6.01 Assumption and Rejection of Executory Contracts and Unexpired Leases. Unless previously rejected by order of the Bankruptcy Court pursuant to section 365 of the Bankruptcy Code, or by operation of law, or assumed through the provisions of this Plan, on the Effective Date, all Executory Contracts and Unexpired Leases shall be rejected pursuant to Bankruptcy Code section 365. The Confirmation Order shall constitute an order of the Bankruptcy Court

approving such assumptions and rejections pursuant to section 365 of the Bankruptcy Code. Notwithstanding the foregoing, absent an Order of the Bankruptcy Court to the contrary, the Confirmation Order shall constitute an assumption of the Executory Contracts and Unexpired Leases with Altus Technical Solutions, LLC; Avaya Government Solutions, Inc.; Avaya, Inc.; Dell Services Federal Government, Inc.; Digital Management, Inc.; the U.S. Nuclear Regulatory Commission; Vencore Services & Solutions & Windstream Communications, Inc. No cure payments are believed to be due to the counter-parties of the Executory Contracts and Unexpired Leases. This Plan shall constitute a motion to assume the foregoing Executory Contracts and Unexpired Leases without having to make any cure payments. Contemporaneous with the filing of the Plan, the Debtor filed a motion to reject the lease of the 2015 Acura TLX with Acura Financial Services, servicer of Honda Lease Trust.

In addition to the foregoing, all insurance policies shall remain in full force and effect unless otherwise validly terminated, and issuers of such policies of insurance shall remain responsible for claims in accordance with the terms and provisions of such insurance policies. The insurance policies that have expired as of the Confirmation Date (whether entered into prior or subsequent to the Petition Date) are not executory contracts subject to assumption or rejection. The issuers of insurance policies shall be responsible for continuing coverage obligations under such insurance policies, regardless of the payment status of any retrospective or other insurance premiums. To the extent that any insurance policy is determined to be an executory contract, this Plan shall constitute a motion to assume the insurance policy and, subject to the occurrence of the Effective Date, the entry of the Confirmation Order shall constitute approval of such assumption pursuant to section 365(a) of the Bankruptcy Code.

6.02 Claims Arising from the Rejection of Executory Contracts and Unexpired Leases. Any Rejection Damage Claim arising from the rejection of an Executory Contract or Unexpired Lease by operation of this Plan must be asserted by the filing of a Proof of Claim with the Bankruptcy Court, and the service of such Proof of Claim on the Debtor's Bankruptcy Counsel. Such Proof of Claim must be filed with the Bankruptcy Court, and received by Debtor's Bankruptcy Counsel no later than the Rejection Claims Bar Date. Any Allowed Rejection Damage Claim shall be treated as a Class 2 Claim in accordance with Article IV of the Plan. The failure to file or deliver a Rejection Damage Claim by the Rejection Claims Bar Date shall constitute a bar against the assertion or collection of any such Claim, and shall relieve the Debtor and the Debtor's Estate from any liability, responsibility or obligation with respect to such Claim. Without limiting the generality of the foregoing, no distribution shall be made pursuant to this Plan with respect to any Rejection Damage Claim that is not filed and delivered by the Rejection Claims Bar Date.

**ARTICLE VII**  
**IMPLEMENTATION OF PLAN**

7.01 Revesting of Assets. On the Effective Date, all assets of the Debtor shall be revested in the Reorganized Debtor as provided in section 1141 of the Bankruptcy Code free and clear of all liens, security interests, recording taxes, and other interests, choate or inchoate, resulting from all Claims and Equity Interests of all Creditors, Interest Holders and parties-in-interest, except as provided for in this Plan, such as the Avoidance Actions and Causes of Action, which the Plan Administrator shall have the right to pursue post-Effective Date.

7.02 Funding. This Plan will be funded from (i) the Class 2 Effective Date Funds; (ii) the Class 2 Post-Effective Date Payments; and (iii) recoveries from Avoidance Actions and Causes of Action. The sum of (i) and (ii) shall equal ten percent (10%) of the Allowed Class 2 Claims. As such, Allowed Class 2 Claims shall receive a pro rata distribution(s) of ten percent (10%) of their Allowed Class 2 Claims, plus any payments received from net recoveries from Avoidance Actions and Causes of Action. On the Effective Date, the Debtor shall transfer to the Plan Administrator the Class 2 Effective Date Funds, estimated to be \$30,000.00, which shall be applied to the first semi-annual payment to holders of Class 2 Claims.

7.03 **Plan Administrator's Post-Effective Date Role:**

(a) The Committee, in its sole and absolute discretion, shall select the Plan Administrator. If the Plan Administrator were to resign or become unable to serve, a majority of the members of the Committee as of the Effective Date that vote on the selection of a new Plan Administrator on fourteen (14) days' notice by email, may select a new Plan Administrator. If a majority of the members of the Committee as of the Effective Date do not select a new Plan Administrator as set forth above, then the Plan Administrator or its current counsel may select the new Plan Administrator.

(b) The Plan Administrator shall have the power and authority to engage professionals, including counsel to assist the Plan Administrator in the performance of the Plan Administrator's duties, without further notice or order of the Bankruptcy Court. All fees and expenses incurred by the Plan Administrator shall be paid first from the Effective Date Reserve and the net recovery of Avoidance Actions and Causes of Action. To the extent insufficient, the Plan Administrator's fees and expenses shall be paid by the Reorganized Debtor in the amount of up to \$30,000.00 (the "Additional Guaranteed Fees and Expenses"), such that the Plan Administrator is guaranteed reimbursement of fees and expenses by the Debtor in the amount of \$60,000.00. For the avoidance of doubt, the sum of the Effective Date Reserve and the Additional Guaranteed Fees and Expenses shall not exceed \$60,000.00. The Reorganized Debtor shall pay any Additional Guaranteed Fees and Expenses within thirty (30) days of receiving an invoice(s) from the Plan Administrator. Any unused portion of the Effective Date Reserve shall be returned to the Reorganized Debtor. Nothing in this Plan shall be construed as capping reimbursement of the Plan Administrator's actual and reasonable fees and expenses, provided such additional funds exist. In addition to the Effective Date Reserve, the Plan Administrator shall be entitled to set aside additional funds if necessary from Avoidance Actions and Causes of Action to cover costs and expenses and administering the Class 2 Assets

(including any post-Effective Date U.S. Trustee fees that may be due and owing to which the Reorganized Debtor does not pay).

(c) Except as set forth in Article 7.03(b), the Debtor and Reorganized Debtor shall have no liability or obligation with respect to the actions taken by the Plan Administrator, or for the fees and expenses incurred by the Plan Administrator. The Reorganized Debtor shall reasonably cooperate with the Plan Administrator by providing information that may reasonably be requested, so long as the Reorganized Debtor is not obligated to incur more than nominal expenses in connection with such cooperation.

(d) As of the Effective Date, the Plan Administrator shall be the sole person authorized to represent the Debtor's Estate in prosecuting, settling, and/or otherwise resolving all Avoidance Actions and Causes of Action, for the benefit of Holders of Allowed Class 2 Claims, without further notice or Order of the Bankruptcy Court. The Plan Administrator shall be vested with all rights, powers, and authority of the Debtor's Estate with respect to all Avoidance Actions and Causes of Action. Any such actions shall be brought on behalf of the Debtor's Estate, with all net proceeds recovered, after payment of all fees and expenses incurred by the Plan Administrator, to be distributed Pro Rata to the Holders of Allowed Class 2 Claims, respectfully, as and when the Plan Administrator, deems appropriate, in his/its discretion, taking into account the amount available to distribute, the costs of distribution, and the need to retain funds reasonably anticipated to be needed for the expenses of administration.

(e) The Debtor, Plan Administrator, Creditors and parties-in-interest shall have the power and authority to file, prosecute and resolve objections to Disputed Claims, subject to notice to the Reorganized Debtor and its counsel; the Plan Administrator and its counsel, the Office of the United States, and to Creditors and parties in interest who have requested notice pursuant to Bankruptcy Rule 2002. No other parties shall be entitled to notice of any objection or resolution of any Dispute Claims. The Debtor, Plan Administrator, Creditors, and parties-in-interest, as applicable, shall serve a copy of each objection upon the Holder of the Claim to which the objection is made as soon as practicable, **but in no event later than ninety (90) days after the Effective Date** (subject, however, to the right of the Plan Administrator and/or Debtor's right to seek an extension of time to file such objections from the Bankruptcy Court).

(f) The Plan Administrator agrees to cooperate with the Reorganized Debtor and its accountants by timely providing information to the Reorganized Debtor with respect to all receipts, income, disbursements and expenses of the Plan Administrator, to ensure that the Reorganized Debtor is able to timely complete and file its federal and state income tax returns, with inclusion of all information relevant to such returns relating to the activities of the Plan Administrator.

**7.04 Management and Operations.** The Reorganized Debtor shall be authorized to operate its business and to use, sell, lease or otherwise dispose of all property and assets free of any restrictions contained in the Bankruptcy Code or Bankruptcy Rules, but subject to the provisions of this Plan. On and after the Effective Date, unless expressly provided otherwise in this Plan, the Reorganized Debtor may operate its business and may use, acquire, or dispose of property without supervision or approval by the Bankruptcy Court, and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

7.05 New Equity Ownership of Reorganized Debtor. On the Effective Date, the Old Equity Interests in the Debtor will be deemed canceled and extinguished. Subject to Article 4.03, on or before the Effective Date, Lee White shall, subject to Article IV, cause the payment of \$10,000.00 to the Debtor and shall purchase 100% of the New Equity of the Reorganized Debtor. The New Value Contribution shall be paid to the Debtor for the benefit of Holders of Class 2 Claims.

7.06 Distributions. The Reorganized Debtor and/or Plan Administrator, as applicable, shall make all distributions under this Plan in cash made by check drawn on a domestic bank or by wire transfer from a domestic bank. Subject to the provisions of Bankruptcy Rule 2002(g) and except as otherwise provided under this Plan, the Reorganized Debtor and/or Plan Administrator will make distributions to holders of Allowed Claims at each holder's address set forth on the Schedules filed with the Bankruptcy Court unless superseded by a different address set forth in a timely filed proof of Claim filed by the Holder or if the Reorganized Debtor or Plan Administrator has been notified in writing of a change of address at the following address. The Plan Administrator will make all distributions of cash required under this Plan to Holders of Allowed Class 2 Claims from time to time. Other than distributions on account of Allowed Class 2 Claims, which shall be made by the Plan Administrator, the Debtor will make all other distributions required under this Plan.

7.07 Corporate Action. On the Effective Date, all matters provided for under this Plan that would otherwise require approval of the stockholders, directors or comparable governing bodies of the Debtor, shall be deemed to have occurred and shall be in effect from and after the Effective Date pursuant to the applicable general corporation law (or other applicable governing law) of the state in which the Debtor incorporated or organized, without any requirement of further action by the stockholders or directors (or other governing body) of the Debtor. On the Effective Date, or as soon thereafter as is practicable, (i) the Debtor's articles of incorporation and bylaws, or if applicable operating agreement, shall be amended as necessary to comply with the provisions of Section 1123(a)(6) of the Bankruptcy Code and otherwise in a manner not inconsistent with this Plan, and (ii) the Debtor shall execute and deliver all documents, instruments and agreements that are necessary to implement this Plan.

7.08 Small Distributions and Unclaimed Funds. The Debtor and Plan Administrator shall not be required to make a distribution on account of any Claim, which distribution would be less than \$50.00 in amount. Subject to the notice provision set forth herein, any payment that is not negotiated one-hundred eighty (180) days after the date on which it is mailed may be stopped, and the funds made available for distribution to other Creditors pursuant to this Plan. Any payment that is returned as undeliverable may be voided, and the funds represented by such payment made available for distribution to other Creditors pursuant to this Plan. In the event that payment of an initial distribution is returned as undeliverable or is not negotiated within one-hundred eighty (180) days after it is mailed, the Debtor and/or Plan Administrator shall not be required to make any further distributions to such Creditor under this Plan, and the funds that otherwise would have been distributed to such Creditor may be made available, in the Debtor's or the Plan Administrator's discretion, as applicable, for distribution to other Creditors pursuant to this Plan.

7.09 Preservation of Rights of Action. On the Effective Date, the Debtor shall be deemed to transfer and assign to the Plan Administrator and its agents and/or assigns, the sole right to commence any and all Causes of Action and Avoidance Actions on behalf of the Estate. Any recovery, after payment of fees and expenses, obtained from any such action shall be made available for distribution to Holders of Allowed Class 2 Claims, subject to Section 7.03 of this Plan. Except as otherwise expressly provided in this Plan, or in any contract, instrument, release or other agreement entered into in connection with this Plan, in accordance with Section 1123(b) of the Bankruptcy Code, the Plan Administrator may enforce any claims, rights, Causes of Action and defenses that the Debtor or its Bankruptcy Estate may hold against any person or entity, including, without limitation, Avoidance Actions or other actions arising under the Bankruptcy Code or any similar provisions of state law, or any other statute, legal theory or equitable doctrine. Subject to the Plan Administrator's investigation, the Debtor believes that certain Avoidance Actions may exist against one or more Creditors identified in question number 3 of the Debtor's Statement of Financial Affairs filed in the Chapter 11 Case. The Plan Administrator intends to pursue any such claims no later than ninety (90) days after the Effective Date, subject, however, to the right of the Plan Administrator to seek an extension of time to file such claims, rights, Causes of Actions and defenses by seeking such extension with approval of the Bankruptcy Court.

7.10 Set off and Recoupment. The Debtor and/or Plan Administrator may, but shall not be required, to set off against any Claims (for purposes of determining the Allowed amount of such Claim on which distribution shall be made) of any nature whatsoever that the 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 the Debtor and/or Plan Administrator of any such Claim the Debtor may have against the Holder of such Claim.

7.11 Disputed Claim Procedure.

*(a) Authority to Prosecute Objections*

After the Effective Date, the Debtor, Plan Administrator, Creditors and parties-in-interest shall be entitled to object to all Claims. Objections to Claims, if any, **must be filed no later than ninety (90) days after the Effective Date**, unless such deadline is extended by order of the Bankruptcy Court. Settlement of Disputed Claims shall be subject to notice to Debtor, Debtor's Bankruptcy Counsel, the Plan Administrator, the Office of the United States, and to Creditors and parties in interest who have requested notice pursuant to Bankruptcy Rule 2002.

*(b) No Distributions on Disputed or Disallowed Claims*

Except as may otherwise be ordered by the Bankruptcy Court or authorized under the terms of this Plan, the Reorganized Debtor or Plan Administrator, as appropriate, shall not make distributions to holders of Disputed Claims until the Disputed Claim become an Allowed Claim. The Reorganized Debtor and Plan Administrator shall make no distributions to holders of Disallowed Claims.

*(c) Late Claims Void*

Unless otherwise expressly Allowed by Order of the Bankruptcy Court or otherwise provided by this Plan, any Claim filed after the applicable Claims Bar Date will be void and of no force or effect, and will receive no distributions under this Plan.

7.12 Exculpation. The Debtor, the Committee and their respective officers and/or directors (including their respective Professionals)(collectively, the “Exculpation Parties”) shall not have any liability to any holder of a Claim for any act or omission occurring after the Petition Date and through the Effective Date in connection with, related to, or arising out of the Chapter 11 Case, including, without limitation, negotiations regarding or concerning this Plan, the pursuit of confirmation of this Plan, the consummation this Plan, or the administration of the Estate or this Plan or the property to be distributed under this Plan, except for willful misconduct or gross negligence, and, in all respects, the Exculpation Parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan. Nothing in this Plan shall constitute a waiver of any Avoidance Action or Cause of Action against an Exculpation Party for any act or omission occurring or arising prior to the Petition Date except as otherwise set forth in this Plan.

7.13 Dissolution of the Committee. The Committee shall continue in existence until the Effective Date, to exercise those powers and perform those duties specified in Section 1103 of the Bankruptcy Code and/or authorized by the Bankruptcy Court prior to the Effective Date. On the Effective Date, the Committee shall be deemed to be dissolved and its members shall be deemed released of all their duties, responsibilities and obligations in connection with the Chapter 11 Case and the retention or employment of the Committee’s attorneys, and other agents shall terminate.

7.14 Conditions Precedent to the Effective Date. The following are conditions precedent to the Effective Date of this Plan: (a) the Bankruptcy Court has entered the Confirmation Order in a form reasonably acceptable to the Debtor and Committee; (b) the Confirmation Order becomes a Final Order; and (c) all of the other actions needed to be taken or documents needed to be executed or approved to implement this Plan, have been taken, executed, or approved, including without limitation, the transfer of funds to the Plan Administrator described in Article IV. The Plan Proponents, in their sole discretion, may jointly waive any of the foregoing conditions and deem this Plan effective without their occurrence.

If each of the conditions to the occurrence of the Effective Date has not been satisfied or duly waived, the Confirmation Order may be vacated by the Bankruptcy Court upon request by the Debtor or the Committee. If the Confirmation Order is vacated, the Plan shall be null and void in all respects, and nothing contained in this Plan shall constitute a waiver or release of any Claims against the Debtor.

7.15 Retention of Jurisdiction. The United States Bankruptcy Court shall retain exclusive jurisdiction after Confirmation of this Plan of all matters arising from or related to this Plan, for as long as necessary for the purpose of §§105(a), 1127, 1142(b) and 1144 of the Bankruptcy Code and for, inter alia, the following purposes:



- (a) hear and determine motions, applications, adversary proceedings, and contested matters pending or commenced after the Effective Date;
- (b) hear and determine objections to Claims (whether filed before or after the Effective Date), or requests for estimation of any Claim, and to enter any order requiring the filing of proof of any Claim before a particular date;
- (c) estimate any Claim at any time, including, without limitation, during litigation concerning any objection to such Claim, including any pending appeal;
- (d) ensure that distributions to holders of Allowed Claims are accomplished as provided in this Plan;
- (e) enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified, or vacated;
- (f) issue or construe such orders or take any action as may be necessary for the implementation, execution, enforcement and consummation of this Plan and the Confirmation Order, and hear and determine disputes arising in connection with the foregoing;
- (g) hear and determine any applications to modify this Plan, to cure any defect or omission or to reconcile any inconsistency in this Plan, the Disclosure Statement, or in any order of the Bankruptcy Court including, without limitation, the Confirmation Order;
- (h) hear and determine all applications for Professional Fee Claims;
- (i) hear and determine other issues presented or arising under this Plan, including disputes among holders of Claims and arising under agreements, and the documents or instruments executed in connection with this Plan;
- (j) hear and determine any action concerning the recovery and liquidation of the Estate's Assets, wherever located, including without limitation, litigation to liquidate and recover the Estate's Assets or other actions seeking relief of any sort with respect to issues relating to or affecting Estate Assets;
- (k) hear and determine any action concerning the determination of Taxes, Tax refunds, Tax attributes, and Tax benefits and similar or related matters with respect to the Debtor or the Estate including, without limitation, matters concerning federal, state, and local Taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code;
- (l) hear and determine any other matters related hereto and not inconsistent with Chapter 11 of the Bankruptcy Code; and
- (m) enter the Final Decree.

**ARTICLE VIII**  
**EFFECTS OF CONFIRMATION**

8.01 Discharge of Claims and Interests. Except as otherwise expressly provided by this Plan, the confirmation of this Plan (subject to the occurrence of the Effective Date) shall discharge the Debtor to the maximum extent provided in Section 1141(d) of the Bankruptcy Code from all debts that arose on or before the Confirmation Date, and all debts of the kind specified in Sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not a Proof of Claim is filed or is deemed filed, whether or not such Claim is Allowed, and whether or not the holder of such Claim voted with respect to this Plan. Except as otherwise expressly provided by the Plan, all property of the Debtor's estate shall, upon entry of the Confirmation Order, be vested in the Reorganized Debtor and will be retained by the Reorganized Debtor on the Effective Date. All such property shall be free and clear of all Claims and the Interest of Creditors and other parties-in-interest.

8.02 Provisions Cumulative. The provision set forth in Sections 8.01 are in addition to, and not in lieu of, any other release or exculpation separately given or received, conditionally or unconditionally, by or from the Debtor or the Debtor-In-Possession, to or from any other person or entity.

**ARTICLE IX**  
**MISCELLANEOUS PROVISIONS**

9.01 Modification of Plan. The Plan Proponents, as appropriate, reserve the right to modify this Plan pursuant to Section 1127 of the Bankruptcy Code.

9.02 Revocation of Plan. The Plan Proponents may revoke or withdraw this Plan at any time prior to the Effective Date. If this Plan is revoked or withdrawn, or the Confirmation Order is not entered, this Plan shall be null and void.

9.03 Computation of Time. In computing any period of time prescribed or allowed by this Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

9.04 Default. An event of default under this Plan shall occur if the Debtor fails to make any payment required under this Plan, or to perform any other obligation required under this Plan, for more than fourteen (14) days after the time specified in this Plan for such payment or other performance, subject to written notice of the default ("Event of Default"). Upon the occurrence of an Event of Default, the Creditor shall serve by first class mail to Debtor and Debtor's attorney a written notice of default and a ten (10) day opportunity to cure or to move to obtain from the Court an extension of time to cure the default, or a determination that no default occurred. In the event the Debtor fails to cure the default or seek and obtain an extension to cure the Event of Default, the Creditor shall be entitled to exercise its state court rights and remedies in accordance with the treatment described in this Plan.

9.05 Notices. On and after the Effective Date, all notices, requests and distributions to a Holder of a Claim or Equity Interest shall be sent to the last known address of (i) the holder or

its attorney of record as reflected in the holder's proof of Claim or Administrative Claim filed by or on behalf of such Holder, or (ii) in the absence of an address provided under (i), the address listed in the Debtor's Schedules. Any Holder of a Claim or Equity Interest may designate another address by providing Reorganized Debtor or Plan Administrator, as applicable, written notice of such address, which notice will be effective upon receipt by the Reorganized Debtor or Plan Administrator, as applicable, of the written designation.

Limitation on Notice: The Debtor or Plan Administrator, as applicable, shall give the following notice with regard to the following matters, which notice shall be deemed to be good and sufficient notice of such matters with no requirement for any additional or further notice:

- (a) Pre-Effective Date Notices of Appearance and Request for Documents. From and after the date the Confirmation Order becomes a Final Order, notices of appearances and demands for service of process filed with the Bankruptcy Court prior to the Effective Date shall no longer be effective. No further notices (other than notice of entry of the Confirmation Order) shall be required to be sent to any entities or persons on account of their filing of the pre-Effective Date notice of appearance and request for documents.
- (b) Addresses for Notices to Creditors. All notices and requests to Creditors of any Class shall be sent to them at the addresses set forth on the proofs of Claim or, if no proof of Claim was filed, to their last known address as reflected in the Schedules. Any Creditor may designate in writing any other address for purposes of this Section, which designation shall be effective upon receipt by the Debtor before the Effective Date or the Reorganized Debtor or the Plan Administrator (as the case may be) after the Effective Date.
- (c) Motions to Close Case and for Entry of Final Decree. Any motion to close the case and for entry of a final decree shall be deemed properly served if notice of such motion is provided to Debtor's Bankruptcy Counsel, counsel for the Plan Administrator, the U.S. Trustee, and any party-in-interest that files a post-Effective Date notice of appearance and request for documents (the "Post-Confirmation Notice Parties").
- (d) Other motions. Any other post-Effective Date motion, notice or other pleading shall be deemed properly served if notice is provided to the Post-Confirmation Notice Parties and any Creditor that is directly affected by the subject motion, notice of other pleading, in that it involves an objection to their Claim or an Avoidance Action or Cause of Action against them.
- (e) Notices to Debtor and Committee:

Technology Specialists, Inc.

Attn: Lee White  
16701 Melford Blvd., Suite 400  
P.O. Box 500  
Bowie, MD 20718

With a copy to:

Steven L. Goldberg, Esquire  
James M. Greenan, Esquire  
McNamee Hosea, et al  
6411 Ivy Lane, Suite 200  
Greenbelt, Maryland 20770

Notices to Committee: Gary H. Leibowitz, Esquire  
G. David Dean, Esquire  
Cole Schotz, P.C.  
300 E. Lombard Street  
Suite 1450  
Baltimore, MD 21202

9.06 Section 1146 Exemption. To the extent permitted by Section 1146(a) of the Bankruptcy Code, the issuance, transfer or exchange of any security under this Plan, or the execution, delivery or recording of an instrument of transfer pursuant to, in implementation of or as contemplated by this Plan, or the vesting, transfer or sale of any property (real or personal) of the Debtor pursuant to, in implementation of or as contemplated by this Plan, shall not be taxed under any state or local law imposing a stamp tax, transfer tax or similar tax or fee.

9.07 Severability. If any provision of this Plan is determined to be unenforceable, such determination shall not limit or affect the enforceability and operative effect of any other provision of this Plan.

9.08 Manner of Payment. Payments provided hereunder may be made, at the option of the Debtor, in cash, by wire transfer or by check drawn on any money market center bank.

9.09 Further Actions and Assurances. All persons bound by this Plan, including without limitation all Creditors and parties in interest and persons to be paid under or pursuant to this Plan, shall execute and deliver such releases and documents of transfer and assignment as the Debtor may reasonably request to effectuate the terms of this Plan. In addition to other remedies, the Debtor may condition or withhold payment to any person who fails to execute and deliver such documents or instruments as the Debtor may reasonably request to effectuate the terms of this Plan.

Dated: October 14, 2016

Respectfully submitted,

Technology Specialists, Inc.

/s/ Lee White

By: \_\_\_\_\_  
Lee White

By and through counsel:

MCNAMEE, HOSEA, JERNIGAN, KIM  
GREENAN & LYNCH, P.A.

**/s/ James M. Greenan**

James M. Greenan (Fed. Bar No. 08623)

Steven L. Goldberg (Fed Bar No. 28089)

6411 Ivy Lane, Suite 200

Greenbelt, Maryland 20770

Telephone: (301) 441-2420

Facsimile: (301) 982-9450

jgreenan@mhlawyers.com

sgoldberg@mhlawyers.com

*Attorneys for Technology Specialists*

and

OFFICIAL COMMITTEE OF UNSECURED  
CREDITORS

By and through counsel:

**/s/ G. David Dean**

Gary H. Leibowitz (Fed. Bar No. 24717)

G. David Dean (Fed. Bar No. 26987)

Cole Schotz P.C.

300 East Lombard Street, Suite 1450

Baltimore, MD 21202

Telephone: (410) 528-2971

gleibowitz@coleschotz.com

*Counsel for the Official Committee of Unsecured  
Creditors*