

**Confirmation Hearing: February 6, 2018 at 10:00 a.m.  
Objection Deadline: January 30, 2018 at 4:00 p.m.**

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*Proposed Counsel for Debtors-in-Possession*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:	:	Chapter 11
	:	
ADVANCE SCIENCE TECHNOLOGIES, INC., and FS-IP LLC,	:	Case No. 17-13668 (SMB)
	:	(Jointly Administered)
Debtors. <sup>1</sup>	:	
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**DEBTORS' PLAN SUPPLEMENT**

Advance Science Technologies, Inc. (“**AST**”) and FS-IP LLC (“**FS-IP**”), as debtors and debtors-in-possession (collectively, the “**Debtors**”) hereby submit this Plan Supplement pursuant their Joint Prepackaged Plan of Reorganization filed herein December 29, 2017, Dkt. No. 9 (the “**Plan**”) and pursuant to Section 3 of the Court’s Order Establishing Confirmation Schedule, etc., entered January 9, 2018, Dkt. No. 24.

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Advance Science Technologies, Inc. (6977); and FS-IP LLC (5674). The Court has entered an order respecting joint administration of the Debtors’ bankruptcy cases. Docket No. 23.

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2.	Rejected Executory Contracts and Unexpired Leases
3.	Assumed Executory Contracts and Unexpired Leases
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5.	Officers, Directors and Managers of Postconfirmation Fortior Solutions and Affiliates
6.	Non-Released Parties
7.	Proposed Findings of Fact, Conclusions of Law, and Order (I) Approving Debtors' (A) Disclosure Statement, (B) Solicitation of Votes and Voting Procedures, and Form of Ballots, and (II) Confirming Amended Joint Prepackaged Chapter 11 Plan of Reorganization
8.	Form of Mutual Release Agreement

Dated: January 24, 2018  
New York, New York

**PERKINS COIE LLP**  
Counsel for Debtors-in-Possession

By: /s/ Schuyler G. Carroll  
Schuyler G. Carroll  
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**TAB 1**

**Exit Financing Documents (Reorganized Debtors)**

None. All obligations of Reorganized AST to the Senior Secured Lenders will be converted to equity or forgiven.

**TAB 2**

**Rejected Executory Contracts and Unexpired Leases**

None.

**TAB 3**

**Assumed Executory Contracts and Unexpired Leases**

1. Restructuring Support Agreement dated December 4, 2017, by and among (i) SureID, Inc. (now known as Fortior Solutions, Inc., to be known as Fortior Solutions LLC; (ii) Advance Science Technologies, Inc.; (iii) FS-IP LLC; (iv) FS Merger Sub, Inc.; (v) FSIHC, LLC; (vi) FS-IS LLC; (vii) Fortior Solutions Holdings, Inc.; (viii) the Lenders party to the Credit and Guaranty Agreement dated as of November 13, 2015, as amended, supplemented or otherwise modified from time to time; and (ix) Goldman Sachs Specialty Lending Group, L.P., as Administrative Agent for such Lenders.

**TAB 4**

**Officers, Directors and Managers of the Reorganized Debtors**

[subsequent to merger of FS-IP LLC into Advance Science Technologies, Inc.]

**Directors of Advance Science Technologies, Inc., an Oregon corporation**

Stephen Hipp  
Matt Carter

**Officers of Advance Science Technologies, Inc., an Oregon corporation**

Qui Hoang, President  
Aaron Hausa, Executive Vice President and Treasurer

See attached resumes and qualifications.

**Stephen Hipp**

Stephen is a Managing Director and the head of underwriting and portfolio management for the generalist finance team for Goldman Sachs Specialty Lending Group and serves as a member of the group's Management Committee. He was one of the co-founders of the group in 2004. Prior to joining the Goldman Sachs, Stephen spent five years with GE Capital's Media and Communications Finance Group as a Senior Vice President Underwriting and Portfolio Management. From 1997-2000, Stephen was a Senior Associate for Creditanstalt focused on providing "senior stretch" financings to lower middle market companies. From 1990-1997, Stephen worked for Ernst & Young, LLP first as an auditor for two years and then for five years as a member of the Restructuring and Reorganization Advisory Services Group providing financial and strategic advisory services to various stakeholders in troubled company and bankruptcy situations. Stephen earned a BA in Economics from Emory University in 1989 and completed post baccalaureate course work in Accounting from Georgia State University in 1990. He is also a CPA.

**Matt Carter**

Matt is a Vice President within Goldman Sachs Specialty Lending Group where he is responsible for structuring, underwriting and execution as well as portfolio management for debt and structured equity investments across a variety of industries. Prior to joining Goldman in 2014, Matt worked in the Investment Banking Division at Barclays Capital in New York where he advised companies on private capital financings. Matt began his career in the Private Equity group at Lehman Brothers. Matt earned a B.S. in Economics from the Spears School of Business at Oklahoma State University where he was the 2008 Raymond D. Thomas Award recipient.

**Qui Hoang**

Mr. Qui Hoang is President of AST where he is responsible for all technical direction and leadership as head of Product Development and Engineering. Mr. Hoang previously served as a Vice President at SureID, Inc. (now Fortior Solutions) since early 2017 where he was Head of the Advanced Solutions Group. Qui has served for 25 years in various technical and business positions with Intel Corporation where he started as a designer in the x86 CPU team. Qui finished his service as Director of Intel's Market Development in Asia and prior to joining SureID, he was the CTO of a Washington DC Think Tank on National Security. Mr. Hoang also provides SME to the US DoD, US Navy, TSA, and DHS.

**Aaron Hausa**

Mr. Aaron Hausa is an Executive Vice President at AST where he is responsible for all finance and administrative functions as well as managing AST's credentialing business and helping lead the commercialization of AST's technologies. Aaron is a career finance professional with over 20 years' experience with expertise in managing all core financial functions within an enterprise, most recently serving as the Director of Finance at SureID, Inc. (now Fortior Solutions). Prior to his tenure at SureID, Aaron spent 13 years in finance at Intel Corp. in various roles ranging from financial planning, business analysis and reporting, to mergers and acquisitions and managing large projects for key corporate initiatives.

Aaron holds an MBA from the University of Portland, Pamplin School of Business and has several other accolades from accounting to finance leadership.

**TAB 5**

**Officers, Directors, and Managers of Postconfirmation Fortior Solutions and Affiliates**

**Managers of Fortior Solutions LLC, an Oregon limited liability company**

Jim Robell  
Sean Sullivan  
Katherine Cowan

**Officers of Fortior Solutions LLC, an Oregon limited liability company**

Jim Robell, CEO and President  
Sean Sullivan, CFO and Vice President  
Katherine Cowan, Secretary and General Counsel

**Directors of Fortior Solutions Holdings, Inc., an Oregon corporation**

James Hart  
Ray Humphrey  
Pat McMahon  
Greg Priddy  
Jim Robell

**Officers of Fortior Solutions Holdings, Inc., an Oregon corporation**

Jim Robell, CEO and President  
Sean Sullivan, CFO and Vice President  
Katherine Cowan, Secretary and Vice President

**Managers of FSIHC, LLC, an Oregon limited liability company**

Ray Humphrey  
Greg Priddy  
Jim Robell  
[AST will have a right to appoint one observer to the board of managers]

**Officers of FSIHC, LLC, an Oregon limited liability company**

Jim Robell, CEO and President  
Sean Sullivan, CFO and Vice President  
Katherine Cowan, Secretary and Vice President

See attached resumes and qualifications.

**James F. Robell**

**President & CEO, Fortior Solutions**

James Robell became President and CEO of SureID, Inc., now doing business as Fortior Solutions, in May 2017. He joined the company in 2002 after 19 years at Intel Corporation. He was promoted to President and Chief Operating Officer in 2005 after serving three years as the company's Vice President of Marketing, creating the RAPIDGate® brand and leading the company's sales and marketing efforts.

Mr. Robell leads the company's vision to be the "world's trusted identity provider." He is responsible for overseeing all facets of the company's business including commercial platforms, a digital identity network, and fingerprinting solutions for commercial, consumer, and government customers.

Prior to his tenure at Fortior Solutions, Mr. Robell was an executive at Intel Corporation serving in a variety of roles including technical, sales and marketing positions. Notably, he served as Director of Intel's worldwide Application Design-in Centers, Worldwide Intel Customer Support, Worldwide Crisis Management, the Y2K rollover and the Worldwide Intel Architecture Sales Campaign. Several of his technical articles have been published in Intel publications and he has been a keynote speaker for the company in several capacities. Mr. Robell's technical background strengths include radio frequency identification, mainframe architecture, microprocessor, microcontroller, development tools, embedded and proprietary networked operating systems.

Mr. Robell is a member of ASIS International, a life member of the Association of the United States Army and serves on the National Board of Advisors for the FBI's InfraGard organization. Along with SureID, Inc., in October 2017, Mr. Robell was awarded the *Semper Fidelis* award by the Marine Corps Scholarship Foundation.

Mr. Robell graduated in 1986 from the University of Phoenix with a Bachelor of Science in Business Administration degree - GPA 3.80/4.00. He currently has a number of clearances, which include amongst others, a current Top Secret national security clearance and a current FBI Criminal History Records Information clearance.

**Katherine Cowan**

**General Counsel and Secretary, CIPP/US, Fortior Solutions**

Katherine Cowan is the General Counsel and corporate Secretary of Hillsboro, Oregon-based Fortior Solutions (formerly named SureID, Inc.), an industry leader in providing high-assurance identity solutions to DoD and critical infrastructure. Fortior Solutions' patented identity solutions combine registration, identity proofing, background screening, credentialing, identity management and electronic validation.

Ms. Cowan manages the company's legal and government affairs and serves as corporate Secretary. Ms. Cowan has been with the company since 2003, first as outside counsel and then as employed in-house General Counsel starting in 2007. Ms. Cowan's law practice includes data privacy and cybersecurity, HR, intellectual property, litigation, corporate governance, business, finance and M&A. She is a member of the Oregon Bar Association, as well as the State Bar of California (inactive); the American Bar Association, Public Contracts Law Section, Cybersecurity, Privacy, and Data Protection Committee; ABA Cyberspace Law Committee; Women in Homeland Security; and the International Association of Privacy Professionals, through which she is a Certified Information Privacy Professional-U.S. Ms. Cowan serves on the Board of the Portland Citizens Crime Commission, and is a member of the Commission's Business Security Exchange. Ms. Cowan is a past Board member of the Pacific Northwest Defense Coalition, and currently serves on the Board of Dress for Success Oregon.

Ms. Cowan earned her bachelor's degree from the University of California, San Diego and her J.D. from the University of California, Hastings College of the Law. Prior to joining Fortior Solutions, Ms. Cowan practiced litigation for nine years in San Francisco, at Sedgwick, Detert, Moran & Arnold and at Sheppard, Mullin, Richter & Hampton, where she represented Fortune 500 companies in defense, commercial and insurance industries.

**Sean Sullivan**

**Executive Vice President, Chief Financial Officer and Treasurer, Fortior Solutions**

Sean Sullivan joined the Fortior Solutions executive management team in 2010. In his current role as the EVP and CFO, Mr. Sullivan is responsible for developing and maintaining the financial management and reporting systems and processes the company uses to conduct business, as well as leading several operational departments. He works closely with the CEO and Board of Directors to develop and implement long-range strategic programs, on external corporate positioning, and to orchestrate new business initiatives. During his tenure at Fortior Solutions, his responsibilities have included: the Accounting Group; Corporate Financial Planning and Analysis; Investor Relations; Procurement and Supply Chain Management; Quality Management, Information Assurance, as well as various operational departments.

Mr. Sullivan has broad experience formulating business strategies, overseeing management teams, legal advisors and corporate workout and restructuring groups, evaluating internal and external investment opportunities, restructuring and cost containment, as well as structuring and negotiating business transactions. He also is frequently involved in developing strategic partnerships, contract negotiation and pricing.

His business background includes corporate finance, portfolio analysis and management for a multi-generational family office and M&A analysis and transaction support for a sector-leading boutique investment banking firm. At a venture-backed company with \$250M in annual sales, he was the sole financial analyst and was also responsible for treasury management under extremely challenging working capital conditions. Mr. Sullivan has been involved in capital project funding, bankruptcy restructuring and obtaining debtor in possession (DIP) financing. He has also led negotiations for state and municipal government economic incentives, corporate divestitures, and managed a wide variety of debt and equity financing deals.

Mr. Sullivan has served on the boards of private companies in diverse industries, including five years as a director of Fortior Solutions (FKA Eid Passport, Inc. and SureID, Inc.), where he worked alongside distinguished business, government, and military leaders, and he is the current management liaison to the Fortior Solutions Audit Committee. Mr. Sullivan carries a current Top Secret national security clearance. He earned his Bachelor of Science degree from the University of Oregon and his Masters in Finance degree from the University of Denver Daniels College of Business.

**Raymond F. Humphrey**

Raymond F. Humphrey is an internationally recognized leader in the security-risk management field with extensive experience at the most senior levels of government and industry. Mr. Humphrey evaluates homeland security preparedness, deterrence, business continuity, consequence management, introduction of leading-edge security technology and similar initiatives at the municipal, state and organizational levels within the United States and other countries. Mr. Humphrey was one of the first White House Fellow participants and retired as a Colonel following 20 years of service in the U.S. Army. He is the first individual to have served as both President of ASIS International and the International Security Management Association (ISMA), which later organization he co-founded. He is a former Senior VP of Digital Equipment Corporation, a member of the President's subcommittee on Encryption, and a member of the U.S. Secretary of State's Accountability Review Board (ARB). He serves on a number of committees, task forces and commissions at the Federal level involving Counterterrorism and homeland security.

**Education:**

Norwich University, BA, Government (1957); Minor: Psychology

Syracuse University, MPA, Public Administration (1973)

U. S. Army Command & General Staff College, (1967)

U. S. Intelligence School, Ft Holabird, MD (1963)

Airborne, Ranger, Infantry, Military Police, Special classified Assignments for Executive branch of U.S. Government

## Gregory P. Priddy

## **Work Experience:**

## Family Home Office Chief Financial Officer & Director

## Switzerland and Liechtenstein 2007 to date

- Responsible for private equity investments in Europe and North America;
  - Locate new or monitor existing investments, including reviewing business plans and financing;
  - Review or sign accounting reports in multiple jurisdictions using different accounting rules, design and implement accounting and internal control systems;
  - Perform tax planning or compliance, including inbound, onshore and outbound transactions;
  - Prepare or monitor corporate legal, structural and other due diligence matters;
  - Sit on the Board of Directors, as needed, or interface directly with local management.

Euro Treuhand (ET-LI) AG /  
Euro Wirtschaftsprüfung & Steuerberatung  
(EWS) AG,  
Auditor & Minority Shareowner

Liechtenstein  
2002 to 2005

- Auditing domiciled (“offshore”) and operating companies;
  - Tax preparation for foreign entities as well as U.S. ex-patriates living in Switzerland;
  - Fiduciary activities (management responsibilities as a Board Member, daily operation of companies, etc.).

Gregory P. Priddy, CPA  
(own firm)

# Encinitas, California 1992 to 1998

- Auditing and accounting;
  - Tax return preparation and planning;
  - Litigation support services, etc.;
  - Industries: Food Services, Auto Dealers, Medical Services, Nonprofit Organizations, Clothing Manufacturing, Construction, etc.

Peterson & Co., CPAs,  
(now Squar Milner)  
Audit Senior and Supervisor

La Jolla, California  
1989 to 1992

- Auditing (including SEC reporting) and accounting;
  - Tax preparation and planning;
  - Litigation support services;
  - Computer consulting, etc.;
  - Industries: Electronics, Computer and Software Manufacturers and Developers, Non-Profit Organizations, Brokers-Dealers, Clothing Manufacturers, Multi-level Marketing, Defense and Government Contractors, Construction, etc.

Steres, Alpert & Carne, CPAs  
(defunct)  
Audit Junior and Senior

San Diego, California  
1987 to 1989

- Auditing and accounting;
- Tax preparation and consulting;
- Litigation support services, etc.;
- Industries: Electronics, Computer, Biotechnology, Construction, Clothing Manufacturing, Import, etc.

Glenn Oppenheim & Co., CPAs  
(defunct)  
Accounting & Auditing Junior

Culver City, California  
1984 to 1986

- Auditing and accounting;
- Tax preparation;
- Industries: Clothing Manufacturing, Import, etc.

#### **Education:**

University of Liechtenstein, January 2004.

- Dipl. Fiduciary Expert FH («*NDS Treuhandwesen FH*»)
- Diploma Thesis (German language): “The Mutual Legal Aid Treaty with America: Evolution and Practice in Taxation”
- I was the first American to graduate from U of L.

University of California, Los Angeles, September 1986.

- Certificate in “General Business Studies with Concentration in Accounting”

University of Southern California, Los Angeles, California, June 1980.

- Bachelor of Music, Percussion

#### **Licenses:**

- Certified Public Accountant, California – 11/1988 to 9/2013
- Swiss Certified Auditing Expert (provisional) – 1/2008 to 10/2011

**Patrick L. McMahon**

**CAREER SUMMARY**

Accomplished Senior Executive, Mentor and Board Member. Experienced in leading multidiscipline, multinational businesses to superior overall performance in start-up, turnaround, M&A, and rapid-growth environments

- 14 years as President or Chief Executive Officer of successful companies
- 20 years board experience for private companies and subsidiaries of public companies

Astute strategist adept in identifying domestic and international opportunities, developing and implementing strategies to significantly impact the top and bottom lines, and building winning management teams focused on common objectives.

- Built sales team that successfully developed \$1 billion in outstanding proposals in 9 months
- Led mergers, acquisitions, re-branding and divestitures of more than 20 operating units.

Proven management of complex financial transactions, mergers and acquisitions, private equity and alternate financing, recapitalization and restructuring initiatives.

- Project executive on more than \$1.5 billion of major EPC projects.
- American Arbitration Association – Roster of Neutrals for construction claims

**PROFESSIONAL EXPERIENCE**

**Independent Director, Plano, TX**

**2010 - Current**

Serve as a board member of multiple companies that are private equity backed. Recent experience with industrial services, oilfield services, environmental remediation, engineering, general construction, maintenance and turnarounds, pipeline construction, manufacturing of rigging for heavy lifts, cement terminals, ready mix plants, chemical cleaning and sand & gravel operations.

**Transfield Services North America (TSNA), Houston, TX**

**2009 - 2010**

**Executive Vice President Corporate Development – Natural Resources and Industrial** Responsible for developing and maintaining executive contacts in energy and related businesses for TIMEC and TSNA as well as developing significant new business opportunities in emerging markets.

**TIMEC Company, Inc., Carson, CA**

**2003 – 2009**

**President, Chief Executive Officer and Director**

Industry leader in providing contract maintenance and specialty services primarily to the oil refining industry.

Managed and led company turnaround from “zone of insolvency” through restructuring, recapitalization and refinancing.

- Grew annual business 160% to \$350 million over 3 year period.
- Led company to renewal of more than \$450 MM in long term contracts at 98% success rate.
- Principal architect of reshaping corporate culture to focus on core values of safety, customer service and superior results.
- Following several years of stability and growth led the company through an acquisition by **Transfield Services (ASX)** in March, 2007 including three years of post acquisition transition.

**Encompass Services Corporation (NYSE), Houston, TX** **1999 - 2003**  
**Senior Vice President – Operations, Subsidiary Director (2001 - 2003)**  
President – Industrial Group and Chief Operating Officer - Mechanical and Industrial Group, Subsidiary Director (2000 – 2001)  
Executive Vice President & Chief Operating Officer – Industrial Group (1999 – 2000)

As part of a \$3.6 billion roll-up of 145 mechanical, HVAC, electrical, industrial and janitorial services contractors formed in March 2000.

- Led Southeast Business Group with \$1.1 billion annual revenue and 8,000 employees in 56 offices
- Led Industrial Group with \$425 million annual revenue and 3,500 employees.

**Management Consultant, Houston, TX** **1998 - 1999**  
• Developed business plans to outsource operations and maintenance for a telecommunications company.

**Professional Services Group, subsidiary of Air & Water Technologies (AMEX) 1995 - 1998**  
Houston, TX

**President & Director (1996-1998)**

Senior Vice President & Chief Operating Officer (1995-1996)

- Led \$270 million industry leading company specializing in outsourcing operations, maintenance and management for municipal and industrial water and wastewater clients in 35 states, Puerto Rico and Canada. 1700 employees
- \$1 billion in assets under management.

**International Technology Corporation, Houston, TX** **1994 - 1995**

**Vice President, Director of National Accounts**

- \$400 million environmental consulting and remediation business.
- Resolved long-standing performance and contract compliance issues with major industrial customers thereby qualifying for \$145 million in new environmental business opportunities.

**Brown & Root, Inc., Houston, TX** **1971 - 1994**

Multi-billion dollar global engineering, construction, maintenance and project management company.

**Vice President, Business Development (1993 - 1994)**

- Sold company's first \$100 million environmental remediation project.
- Led growth of \$165 million environmental sales group to 100 prospects and \$1 billion in outstanding proposals for consulting, technology and remediation.

**Vice President, Petroleum and Chemicals (1991 - 1993)**

- Executive sponsor of multiple domestic and international EPC projects for Petroleum & Chemicals and Oil & Gas industries. Combined contract values in excess of \$1.5 billion.
- Responsible for oversight of 3 domestic engineering offices (2500 employees total).

Prior Assignments: Director of U.S Operations – Marine Engineering, Director of Maintenance Operations, Business Analyst, Manager of Engineering Operations, Project Manager, Project Engineer in multiple projects and assignments of increasing complexity, size and duration.

## BOARDS and DIRECTORSHIPS

<i>Current</i>	<i>Previous</i>
Aquilex Holdings, LLC (Hydrochem)	Angelle Concrete Group Brinderson Engineers & Constructors Cinatra Clean Technologies, Inc. Delta Rigging & Tool, Inc. Encompass Services Company (20 Operating Subsidiaries) Integrated Pipeline Services, Inc. Jet-Lube, Inc. Metcalf & Eddy Portal Service Company (Chairman of HS&E Committee) Professional Services Group TIMEC Companies Transfield Services – North America
TitanLiner, Inc. (Audit Committee – Chairman) (Compensation Committee – Member)	

### Industry Advisory Boards

- University of South Alabama – School of Engineering – Member 1991-1993
- Texas Tech University – School of Chemical Engineering – Member 1994-1996

## EDUCATION / PROFESSIONAL DEVELOPMENT

BS, Chemical Engineering, Texas Tech University, Lubbock, TX, 1971  
Graduate, Advanced Management Institute, Rice University, Houston, TX, 1990

Registered Professional Engineer (Inactive), National Society of Professional Engineers Academy of  
Chemical Engineering, Texas Tech University School of Engineering, 1995

American Arbitration Association – Member (Roster of Neutrals for Construction Claims), 2013-2015

**James G. Hart**

**EXPERIENCE:**

**09/97-Present**

**Oliver Estate, Inc., South Bend, IN**

President and CIO. Single Family Office providing investment oversight, tax preparation, property management, estate planning, risk management.

**12/87 - 09/97**

**Wells Fargo Bank, N.A. South Bend, Indiana**

Vice President in Business Banking Department and Private Banking Department

**EDUCATION:**

**University of Notre Dame Graduate School of Business**  
Master of Business Administration degree, May 1983

**Wabash College** Crawfordsville, Indiana

Bachelor of Arts degree, major in Economics and minor in German, May 1981

**ACTIVITIES:**

- General Partner of JO & Co.
- Manager of Oliver Family Holdings, LLC and Oliver Family Holdings II, LLC
- Oliver Investment Company, L.P. General Partner
- Orchard Software Corporation Board Member
- International Student Leadership Institute-Board Member/Co-Chairman - 1997 - Present
- Studebaker National Museum Foundation - Board member 2006-2007 .
- Northern Indiana Center for History Foundation - 1997- Present, Chairman
- Northern Indiana Center for History -2006 - 2015, Board Member (Emeritus)
- Northern Indiana Center for History -2000 -Present, Chairman of Copshaholm Advisory Committee
- Pop! Gourmet Foods -Advisory Board - 2016-Present
- National Association for Business Economists/Economic Club of Michiana –Past President and Board Member
- Oliver Estate Pension Plan -Trustee - 1997 - Present
- Scholarship Foundation of St. Joseph County-Board Member and Past President
- Guest lecturer at University of Notre Dame Advanced Investment Management Program

**TAB 6**

**Non-Released Parties**

None.

**TAB 7**

**Proposed Findings, Conclusions, and Order Confirming Plan of Reorganization**

See attached.

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re: : Chapter 11  
: Case No. 17-13668 (SMB)  
ADVANCE SCIENCE TECHNOLOGIES, :  
INC., and FS-IP LLC, : (Jointly Administered)  
: Debtors.<sup>1</sup> :  
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**FINDINGS OF FACT, CONCLUSIONS OF  
LAW, AND ORDER (I) APPROVING DEBTORS' (A) DISCLOSURE  
STATEMENT, (B) SOLICITATION OF VOTES AND VOTING PROCEDURES, AND  
(C) FORM OF BALLOTS, AND (II) CONFIRMING AMENDED JOINT  
PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION**

Advance Science Technologies, Inc. (“**AST**”) and FS-IP LLC (“**FS-IP**”), as debtors and debtors-in-possession (collectively, the “**Debtors**”), having proposed and filed (A) the *Debtors’ Joint Prepackaged Plan of Reorganization* (the “**Original Plan**”) on December 29, 2017 (Dkt. No. 9), that certain supplement to the Plan dated and filed with the Court on January 24, 2018 (Dkt No. \_\_) (as the documents contained therein have been or may be further amended or supplemented, the “**Plan Supplement**”), and the Debtors’ Amended Joint Prepackaged Plan of Reorganization on \_\_\_\_\_, 2018 (Dkt. No. \_\_), a copy of which is annexed hereto as **Exhibit 1** (as amended, modified and/or supplemented from time to time, and including the Plan Supplement, together, the “**Plan**”)<sup>2</sup>, and (B) the *Information and Disclosure Statement* dated December 5, 2017, disseminated that date to creditors and interest holders in these prepackaged chapter 11 cases, as well as to shareholders of non-debtor Fortior Solutions, Inc., formerly known as SureID, Inc. (the parent of the Debtors and a proponent of the Plan) (“**Fortior**”), and filed with the Court on December 29, 2017 (Dkt. No. 10) (the “**Disclosure Statement**”); and the

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Advance Science Technologies, Inc. (6977); and FS-IP LLC (5674). The Court has entered an order respecting joint administration of the Debtors’ bankruptcy cases. Docket No. 23.

<sup>2</sup> Capitalized terms used but not defined herein have the meanings ascribed to them in the Plan. The rules of interpretation set forth in Article I of the Plan shall apply to this Order.

Bankruptcy Court having entered an order on January 9, 2018 (Dkt. No. 24) (the “**Scheduling Order**”), which (i) scheduled a combined hearing (the “**Combined Hearing**”) to consider approval of the Disclosure Statement, the Debtor’s solicitation procedures (the “**Solicitation Procedures**”), and the forms of ballots<sup>3</sup> (the “**Ballots**”) transmitted to classes of Claims voting on the Plan, (ii) established procedures for objecting to approval of the Disclosure Statement, the Solicitation Procedures, and confirmation of the Plan, (iii) approved the form, manner, and sufficiency of notice of the Combined Hearing, which included, among other things, information with respect to the commencement of the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), (iv) extended the time for the Debtors to convene the meeting of creditors pursuant to section 341(a) of the Bankruptcy Code (the “**Section 341(a) Meeting**”) to January 23, 2018, at 3:00 p.m., which was subsequently continued by the Office of the United States Trustee to February 5, 2018 at 2:00 p.m., (v) extended the time for the Debtor to file its schedules of assets and liabilities and statements of financial affairs (collectively, the “**Schedules and SOFAs**”) to January 31, 2018, without prejudice to the Debtors’ rights to seek further extensions of the time within which to file the Schedules and SOFAs or to seek additional relief from the Court regarding the filing of, or waiver of the requirement to file, the Schedules and SOFAs, and (vi) granted related relief; and the Ballots having been duly transmitted to holders of Class 3 Claims (Senior Secured Claims) and holders of Class 6 Claims (Interests) in compliance with the Solicitation Procedures as set forth in the *Declaration of Matthew Pierce re Plan Voting*, filed on January 3, 2018 (Dkt. No. 17) (the “**Voting Certification**”); and the Ballots having been tabulated in the manner set forth in the Voting Certification and in compliance with the applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), Rules 1007-1, 3017-1, 3018-1, 3018-2, 3020-1, and 9006-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States District Court for the Southern District of New York (the “**Local Rules**”), the Amended Procedural Guidelines for Prepackaged

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<sup>3</sup> The forms of ballots were attached as Exhibit B to the *Declaration of Matthew Pierce re Plan Voting* (Dkt. No. 17).

Chapter 11 Cases in the United States Bankruptcy Court for the Southern District of New York, as amended, effective December 1, 2009 (as adopted by General Order M-454) (the “**Guidelines**”), the Scheduling Order, and all other applicable laws, rules, and regulations; the Combined Hearing having been held before the Bankruptcy Court on February 6, 2018 at 10:00 a.m. Prevailing Eastern Time, after due and sufficient notice was given to (i) the Office of the United States Trustee for Region 2; (ii) Goldberg Kohn Ltd. and Cleary Gottlieb Steen & Hamilton LLP, as counsel to the Senior Secured Creditors; (iii) Fortior shareholders; (iv) the Securities and Exchange Commission (“**SEC**”); (v) the Oregon Division of Financial Regulations (“**ODFR**”); (vi) the Internal Revenue Service (“**IRS**”); (vii) the Oregon Department of Revenue (“**ODR**”); and (viii) all other parties-in-interest identified and entitled to notice (collectively, the “**Master Service List**”) in accordance with the Scheduling Order, the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, in each case established by the affidavits of service and/or mailing filed with the Court, and such notice being sufficient under the circumstances and no further notice being required; and due notice of the Plan Supplement having been given to the Master Service List and all holders of Claims in Class 3 (Senior Secured Claims) and all holders of Claims in Class 6 (Interests) in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Solicitation Procedures; and based upon and after full consideration of the entire record of the Combined Hearing, including (A) the Disclosure Statement, the Original Plan, the Plan, the Plan Supplement, and the Voting Certification; (B) the Debtors’ *Memorandum of Law in Support of (I) Approval of (A) Disclosure Statement, (B) Solicitation of Votes and Voting Procedures, and (C) Form of Ballots, and (II) Confirmation of Debtors’ Joint Prepackaged Plan of Reorganization dated December 29, 2017* (Dkt. No. \_\_\_\_); (C) the *Declaration of Sean Sullivan Pursuant to Local Bankruptcy Rule 1007-2 in Support of First Day Pleadings* (Dkt. No. 3) (the “**First Day Declaration**”), the Voting Certification, the *Declaration of Sean Sullivan in Support of Debtors’ Request for (I) Approval of (A) Disclosure Statement, (B) Solicitation of Votes and Voting Procedures, and (C) Form of Ballots, and (II) Confirmation of Debtors’ Joint Prepackaged Plan of Reorganization* (Dkt.

No. \_\_\_\_), and all other declarations filed in support of the Debtors' Chapter 11 Cases (collectively, the "*Supporting Declarations*"); and (D) the Court being familiar with the Disclosure Statement and Plan and other relevant factors affecting the Chapter 11 Cases, and the Court being familiar with, and having taken judicial notice of, the entire record of the Debtors' Chapter 11 Cases; and upon the arguments of counsel and the evidence proffered and adduced at the Combined Hearing; and the Court having found and determined that the Disclosure Statement and the Solicitation Procedures should be approved and the Plan should be confirmed as reflected by the Court's rulings made herein and at the Combined Hearing; and after due deliberation and sufficient cause appearing therefor; the Court hereby FINDS, DETERMINES, AND CONCLUDES that:

**A. Findings of Fact and Conclusions of Law**

1. The findings and conclusions set forth herein and in the record of the Combined Hearing constitute the Bankruptcy Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

**B. Jurisdiction and Venue (28 U.S.C. §§ 157(b)(2) and 1334(a))**

2. This Court has jurisdiction over the Bankruptcy Cases pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors are proper debtors under section 109 of the title 11 of the United States Code (the "Bankruptcy Code"), and the Debtors and other Proponents are proper proponents of the Plan under section 1121(a) of the Bankruptcy Code.

**C. Modifications to the Plan**

3. Pursuant to section 1127 of the Bankruptcy Code, any modifications to the Plan since entry of the Scheduling Order, including without limitation the changes made in the Plan from the Initial Plan, do not materially or adversely affect or change the treatment of Claims or Interests. Pursuant to Bankruptcy Rule 3019, these modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the re-solicitation of votes under section 1126 of the Bankruptcy Code, nor do they require that the holders of Claims or Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan. The disclosure of any Plan modifications prior to or on the record at the Combined Hearing constitutes due and sufficient notice of any and all such Plan modifications. The Plan as modified and attached to this Order as **Exhibit 1** shall constitute the Plan submitted for Confirmation.

**D. Plan Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(1))**

4. The Plan complies with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1129(a)(1) of the Bankruptcy Code. This specifically includes:

- a. Proper Classification (11 U.S.C. §§ 1122, 1123(a)(1)). The Claims and Interests placed in each Class are substantially similar to other Claims and Interests, as the case may be, in each such Class. The Plan therefore satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.
- b. Specified Unimpaired Classes (11 U.S.C. § 1123(a)(2)). Article III of the Plan specifies that Classes 1, 2, 4 and 5 are Unimpaired under the Plan, thereby satisfying section 1123(a)(2) of the Bankruptcy Code.
- c. Specified Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)). Article III of the Plan sets forth the treatment of Classes 3 and 6, which are the Impaired Classes, thereby satisfying section 1123(a)(3) of the Bankruptcy Code.
- d. No Discrimination (11 U.S.C. § 1123(a)(4)). Article III of the Plan provides for the same treatment by the Debtors for each Claim or Interest in each respective Class except to the extent that a holder of a particular Claim or Interest has agreed to a less favorable treatment of such Claim or Interest, thereby satisfying section 1123(a)(4) of the Bankruptcy Code.
- e. Implementation of the Plan (11 U.S.C. § 1123(a)(5)). The Plan, the various documents included in the Plan Supplement, and other agreements and transactions disclosed to the Court in the Disclosure Statement, Plan and Plan Supplement provide adequate and proper means for implementation of the Plan, thereby satisfying section 1123(a)(5) of the Bankruptcy Code.
- f. Non-Voting Equity Securities (11 U.S.C. § 1123(a)(6)). The certificate of incorporation, articles of incorporation, or similar governing document, of the Debtors have been or will be amended on or prior to the Effective Date to prohibit the issuance of non-voting equity securities, in accordance with section 1123(a)(6) of the Bankruptcy Code. The Plan provides that the Amended and Restated Articles of AST, the surviving Debtor entity after the post-confirmation merger of FS-IP into AST, will have that prohibition, thereby satisfying section 1123(a)(6) of the Bankruptcy Code.
- g. Designation of Directors, Officers, or Trustee (11 U.S.C. § 1123(a)(7)). The composition of the board of directors and the officers of the Debtors have been disclosed in the Plan Supplement, consistent with the interests of creditors and equity holders and public policy, and in accordance with section 1123(a)(7) of the Bankruptcy Code.
- h. Additional Plan Provisions (11 U.S.C. § 1123(b)). The additional provisions of the Plan listed below are appropriate and consistent with the applicable provisions of the Bankruptcy Code.
  - (i) Assumption and Rejection of Executory Contracts and Unexpired Leases (11 U.S.C. § 1123(b)(2)). As more particularly set forth in Article V of the Plan, the Plan provides for the assumption of executory contracts and

unexpired leases that have not been previously assumed or rejected or designated for rejection under section 365 of the Bankruptcy Code, thereby satisfying the requirements of sections 365(b) of the Bankruptcy Code and 1123(b)(2) of the Bankruptcy Code.

- (ii) Retention of Claims (11 U.S.C. § 1123(b)(3)). In compliance with section 1123(b)(3)(B) of the Bankruptcy Code, Article VIII, Section C of the Plan provides for a release of certain Claims and Causes of Action owned by the Debtors, the Estates and the Reorganized Debtors, and preserves for the Reorganized Debtors any other rights, Claims, Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses that the Debtors had immediately prior to the Effective Date, except as otherwise provided in the Plan.
- (iii) Cure of Defaults (11 U.S.C. § 1123(d)). The Plan Supplement, among other things, sets forth a non-exclusive list of executory contracts and unexpired leases to be assumed by the Debtors. The Plan provides that the Debtors have paid or will pay cure amounts in cash on the Effective Date or in the ordinary course.
- (iv) Provisions of Plan Consistent with Bankruptcy Code and Applicable Law (11 U.S.C. § 1123(d)). The provisions of the Plan are appropriate and consistent with the applicable provisions of the Bankruptcy Code and applicable law, including (a) the release, discharge, injunction and exculpation provisions set forth in the Plan, and (b) the exemption, pursuant to section 1145 of the Bankruptcy Code, of the offer, issuance, and distribution of equity interests in AST and FS Holdings, subject to (i) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, and (ii) compliance with any rules and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of such securities or instruments.

**E. The Debtors' Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(2))**

- 5. Each Debtor has complied with the applicable provisions of the Bankruptcy Code.

Specifically:

- a. Each Debtor is an eligible debtor under section 109 of the Bankruptcy Code;
- b. Each Debtor has complied with applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Bankruptcy Court; and
- c. Each Debtor has complied with the applicable provisions of the Bankruptcy Code, including sections 1125 and 1126(b), the Bankruptcy Rules, Local Rules, the Guidelines, the Scheduling Order, applicable non-bankruptcy law and all other applicable laws, rules, and regulations in transmitting the Plan, Plan Supplement, Disclosure Statement, Ballots and related documents and notices and in soliciting and tabulating the votes on the Prepackaged Plan.

**F. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3))**

6. The Debtors have proposed the Plan (including the documents included with the Plan Supplement and other documents necessary to effectuate the Plan) in good faith and not by any means forbidden by law, thereby satisfying section 1129(a)(3) of the Bankruptcy Code. The Debtors' good faith is evident from the facts and record of these Chapter 11 Cases, the Disclosure Statement, and the record of the Combined Hearing and other proceedings held in these Chapter 11 Cases. The Plan and associated documents were proposed with the legitimate and honest purpose of maximizing the value of the Debtors' and their affiliates' estates and of effectuating a successful reorganization of the Debtors and their affiliates. The Plan and associated documents were negotiated in good faith and at arm's length among the parties to the Restructuring Support Agreement. Further, the Plan's classification, indemnification, exculpation, release, and injunction provisions have been negotiated in good faith and at arm's length, are consistent with sections 105, 1122, 1123(b)(6), 1123(b)(3)(A), 1129, and 1142 of the Bankruptcy Code, and are each integral to the Plan, supported by valuable consideration, and necessary for the Debtors' successful reorganization.

**G. Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4))**

7. Any payment made or to be made by the Debtors or by a person acquiring property under the Plan, for services or for costs and expenses in connection with the Bankruptcy Cases, or in connection with the Plan and incident to the Bankruptcy Cases, has been approved by, or is subject to the approval of, the Court as reasonable.

**H. Postconfirmation Management (11 U.S.C. § 1129(a)(5))**

8. The Debtors disclosed the identity and affiliations of the proposed officers and directors of the Reorganized Debtors in the Plan Supplement. The appointment or continuance of such officers and directors is consistent with the interests of creditors and equity security holders and with public policy. To the extent there are any insiders that will be retained or employed by the Reorganized Debtors, there has been sufficient disclosure of the identity and nature of any compensation of any such insiders.

**I. Best Interests of Creditors (11 U.S.C. § 1129(a)(7))**

9. Each holder of an Impaired Claim or Interest has accepted the Plan. Accordingly, the Plan satisfies the “best interest of creditors” test under section 1129(a)(7) of the Bankruptcy Code.

**J. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8))**

10. Classes 1, 2, 4 and 5 are Unimpaired by the Plan pursuant to section 1124 of the Bankruptcy Code and, accordingly, holders of Claims or Interests in such Classes are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Classes 3 and 6 are Impaired by the Plan. Such Impaired Classes have voted to accept the Plan, as established by the Voting Certification.

**K. Treatment of Administrative Claims and Priority Tax Claims (11 U.S.C. § 1129(a)(9))**

11. The treatment of Administrative Claims and Priority Tax Claims pursuant to Article 2 of the Plan satisfies the requirements of section 1129(a)(9) of the Bankruptcy Code.

**L. Acceptance By at Least One Impaired Non-Insider Class of Claims (11 U.S.C. § 1129(a)(10))**

12. Claims in Classes 3 and 6 are entitled to vote under the Plan. Classes 3 and 6 have voted to accept the Plan, as established by the Voting Certification. Class 3 is not composed of insiders. Accordingly, the Plan satisfies section 1129(a)(10) of the Bankruptcy Code as to each Debtor.

**M. Feasibility (11 U.S.C. § 1129(a)(11))**

13. The Plan satisfies section 1129(a)(11) of the Bankruptcy Code. The Projections in Exhibit P of the Disclosure Statement reflect the tens of millions of dollars in reduction of total debt of the Debtors. Upon the Effective Date, all of the Debtors' secured debt will be exchanged for equity of AST or otherwise contributed to the capital of AST, leaving no secured debt on the balance sheet of AST. This material reduction will further reinforce the Reorganized Debtors' ability to perform their obligations under the Plan and reorganized capital structure. Based upon

the Debtors' Projections and prior course of conduct, the Debtors reasonably believe that they will be able to satisfy all payments and distributions as contemplated by the Plan.

**N. Payment of Fees (11 U.S.C. § 1129(a)(12))**

14. Section XIII-C of the Plan provides that on the Effective Date, and thereafter as may be required, such fees, together with interest, if any, pursuant to section 3717 of title 31 of the United States Code, shall be paid by the Reorganized Debtors. Section 1129(a)(12) has been satisfied.

**O. Retiree Benefits (11 U.S.C. § 1129(a)(13))**

15. The Debtors do not have any obligations to pay retiree benefits. Accordingly, Section 1129(a)(13) has been satisfied.

**P. Inapplicable Provisions (11 U.S.C. §§ 1129(a)(6), (a)(14), (a)(15), and (a)(16))**

16. Section 1129(a)(6) is inapplicable because the Plan does not propose any changes in rates subject to approval of a governmental regulatory body. Section 1129(a)(14) is inapplicable because the Debtor is not subject to any domestic support obligations. Section 1129(a)(15) is inapplicable because the Debtor is not an individual. Section 1129(a)(16) is inapplicable because the Debtor is not a nonprofit or similar organization.

**Q. Confirmation of Plan Over Non-Acceptance of Impaired Classes (11 U.S.C. § 1129(b))**

17. All impaired classes have accepted the Plan. There is no need for a cramdown and section 1129(b) of the Bankruptcy Code is inapplicable.

**R. Confirmation of Only One Plan (11 U.S.C. § 1129(c))**

The Plan is the only plan that has been filed in these cases that has been found to satisfy the requirements of subsections (a) and (b) of section 1129 of the Bankruptcy Code. Accordingly, the requirements of section 1129(c) of the Bankruptcy Code have been satisfied.

**S. Principal Purpose of the Plan (11 U.S.C. § 1129(d))**

18. The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act of 1933, thereby satisfying section 1129(d) of the Bankruptcy Code.

**T. Vesting of Assets**

19. Except as otherwise provided in the Plan, upon the Effective Date, pursuant to Section 1141(b) of the Bankruptcy Code, all property of the estate of each Debtor not otherwise distributed or released on the Effective Date shall vest in the Reorganized Debtors.

**U. Compromise, Settlement, Release, Exculpation, and Injunction Provisions**

20. The Court has jurisdiction under sections 1334(a) and (b) of title 28 of the United States Code to approve the compromises, settlements, releases, exculpations, and injunctions set forth in the Plan, including in Articles IV, VI and VIII of the Plan. Sections 105(a) and 1123(b) of the Bankruptcy Code permit issuance of the injunctions and approval of the releases, exculpations, and injunctions set forth in the Plan.

21. Based upon the record in these Chapter 11 Cases and the evidence presented at the Combined Hearing, such provisions (i) were given in exchange for good and valuable consideration, (ii) were integral to the agreements among the various parties in interest and are essential to the formulation and implementation of the Plan, as provided in section 1123 of the Bankruptcy Code, (iii) confer substantial benefits on the Debtors' Estates, (iv) are fair, equitable and reasonable, and (v) are in the best interests of the Debtors, their Estates, and parties in interest. Failure to implement the injunctions, exculpation, and releases would seriously jeopardize the Debtors' ability to confirm and implement the Plan. Pursuant to section 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019(a), the injunctions, releases, and exculpation set forth in the Plan and implemented by this Order are fair, equitable, reasonable, and in the best interest of the Debtors, the Reorganized Debtors and their Estates, creditors and equity holders, and are supported by adequate consideration.

22. There are no non-consensual releases in the Plan; all persons granting releases to third parties under the Plan have affirmatively consented to such releases. Further, the releases granted by the Debtors represent valid exercises of the Debtors' business judgment. In addition, the exculpations granted under the Plan are reasonable in scope and do not relieve any party of liability for an act or omission to the extent such act or omission is the result of willful misconduct or gross negligence.

23. The record of the Combined Hearing and these Chapter 11 Cases is sufficient to support the injunctions, releases, and exculpation provided for in the Plan. Accordingly, based upon the record of these Chapter 11 Cases, the representations of the parties, and/or the evidence proffered, adduced, and/or presented at the Combined Hearing, the injunctions, exculpation, and releases set forth in the Plan are consistent with the Bankruptcy Code and applicable law and are approved.

**V. Retention of Jurisdiction.**

24. Except as otherwise provided in any of the Definitive Documents, the Court shall retain jurisdiction over the Bankruptcy Cases and all matters arising out of, or related to, these Chapter 11 Cases and the Plan.

**W. Waiver of Stay**

25. Given the facts and circumstances of these Chapter 11 Cases, it is appropriate that this Order shall not be stayed pursuant to Bankruptcy Rules 3020(e), 6004(g), 6006(d), or 7062, and the Confirmation Order shall take effect immediately upon its entry.

**BASED ON THE FORGOING, IT IS HEREBY ORDERED THAT:**

**A. Findings of Fact and Conclusions of Law**

26. The above-referenced findings of fact and conclusions of law are hereby incorporated by reference as though fully set forth herein and shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable herein by Bankruptcy Rule 9014. To the extent that any finding of fact shall be determined to be a conclusion of law, it shall be deemed so, and vice versa.

**B. Combined Notice**

27. The Combined Notice complied with the terms of the Scheduling Order, was appropriate and satisfactory based upon the circumstances of these Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code; the Bankruptcy Rules, the Guidelines, the Local Rules, and applicable non-bankruptcy law.

**C. Solicitation**

28. The solicitation of votes on the Plan complied with the Solicitation Procedures, was appropriate and satisfactory based upon the circumstances of these Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Scheduling Order, the Guidelines, and applicable non-bankruptcy law.

**D. Ballots**

29. The forms of Ballots attached to the Voting Certification are adequate and appropriate, are in compliance with Bankruptcy Rule 3018(c), substantially conform to Official Form B 314 and are approved in all respects.

**E. Disclosure Statement**

30. The Disclosure Statement (a) contains adequate information of a kind that is consistent with the disclosure requirements of applicable non-bankruptcy law, including the Securities Act, (b) contains “adequate information” (as such term is defined in section 1125(a)(1) and used in section 1126(b)(2) of the Bankruptcy Code) with respect to the Debtors, the Plan, and the transactions contemplated therein, and (c) is approved in all respects.

**F. Confirmation**

31. The Plan and each of its provisions shall be, and hereby are, CONFIRMED under section 1129 of the Bankruptcy Code. Any objections or responses to confirmation of the Plan are overruled in their entirety and on their merits. The documents and transactions contemplated by the Plan, including, without limitation, those included in the Plan Supplement and the Post-Petition Reorganization described in the Plan, are hereby authorized and approved (to the extent the Debtors are a party thereto) and shall be, and hereby are, deemed not to constitute a fraudulent

conveyance or fraudulent transfer, and shall not otherwise be subject to avoidance or recharacterization. The Debtors are authorized to implement their provisions and consummate the Plan without any further authorization except as expressly required by the Plan or this Confirmation Order.

32. All changes, amendments, alterations and modifications to the Plan made after filing of the Initial Plan are hereby approved, pursuant to section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019. In accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, all holders of Claims who voted to accept the Plan or who are conclusively presumed to have accepted the Plan are deemed to accept the Plan, as altered, amended or modified subsequent to the entry of the Scheduling Order. Each of the impaired Classes has accepted the Plan.

33. As of the Effective Date, the Plan and this Order shall bind all holders of Claims against and Interests in the Debtor and their respective successors and assigns, whether or not any such holders were (a) Impaired or Unimpaired under the Plan, (b) deemed to accept or reject the Plan, or (c) failed to vote to accept or reject the Plan.

34. On the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property of the Debtors' Estates shall vest in the Reorganized Debtors free and clear of all Claims, Liens, encumbrances, charges, and other interests, except as provided pursuant to the Plan and this Order. On and after the Effective Date, the Reorganized Debtors may take any action, including, without limitation, the operation of their businesses, the uses, acquisitions, sales, leases and disposition of properties and the entry into transactions, agreements, understandings, or arrangements, whether in or other than in the ordinary course of business, and execute, deliver, implement, and fully perform any and all obligations, instruments, documents and papers or otherwise in connection with any of the foregoing, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules and in all respects as if there was no pending case under any chapter or provision of the Bankruptcy Code, except as expressly provided in this Order or the Plan. Without limiting the foregoing, the Reorganized Debtors may pay the charges that they

incur on or after the Effective Date for professional fees, disbursements, expenses, or related support services without application to the Bankruptcy Court.

**G. Plan Implementation**

35. Filing and Recording. This Confirmation Order is and shall be binding upon and shall govern the acts of all persons or entities. Each and every federal, state, and local government agency is hereby directed to accept any and all documents and instruments necessary, useful, or appropriate (including financing statements under the applicable uniform commercial code) to effectuate, implement, and consummate the transactions contemplated by the Plan and associated documents and this Order, and the transactions contemplated thereby or hereby.

36. Treatment of Executory Contracts and Unexpired Leases. Pursuant to Article V of the Plan, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure amount then due, all executory contracts and unexpired leases to which any Debtor is a party, and which have not expired by their own terms on or prior to the Effective Date, shall be deemed assumed except for any executory contract or unexpired lease that (a) previously has been assumed or rejected pursuant to a Final Order of the Bankruptcy Court, or (b) is identified for rejection on the Rejected Executory Contract and Unexpired Lease List attached to the Plan Supplement. Subject to the occurrence of the Effective Date, entry of this Order by the Bankruptcy Court shall constitute approval of the assumptions provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code and a determination by the Bankruptcy Court that the Reorganized Debtors have provided adequate assurance of future performance under such assumed executory contracts and unexpired leases. Each executory contract and unexpired lease assumed pursuant to the Plan shall vest in and be fully enforceable by the Reorganized Debtors in accordance with its terms, except as modified by the provision of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption or applicable law. Subject to the occurrence of the Effective Date, entry of this Order by the Bankruptcy Court shall constitute approval of the rejection of the executory contracts and

unexpired leases identified in the Rejected Executory Contract and Unexpired Lease List exhibited to the Plan Supplement pursuant to section 365(a) and 1123 of the Bankruptcy Code.

37. Exemption from Securities Laws. The offer, issuance and distribution of the Reorganization Interests contemplated by the Plan and associated documents and any and all agreements incorporated therein shall, as contemplated by Section IV.D.2 of the Plan, be exempt from registration under the Securities Act and any other applicable securities laws pursuant to section 1145 of the Bankruptcy Code and/or section 4(a)(2) and Regulation D of the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, to the maximum extent permitted thereunder. FS Holdings and Fortior, as Proponents of the Plan, are affiliates of the Debtors participating in the Debtors' joint plan in accordance with section 1145(a)(1) of the Bankruptcy Code.

38. Exemption from Transfer Taxes. Pursuant to section 1146(c) of the Bankruptcy Code, none of (a) the issuance, transfer or exchange of any security under, in furtherance of, or in connection with, the Plan, (b) the delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale or assignments, or (c) the disposition and/or encumbrance of assets in connection with any transactions contemplated hereunder, shall be subject to any stamp, or other similar tax.

#### **H. Professional Compensation**

39. All Entities seeking an award by the Bankruptcy Court of Fee Claims shall file and serve on counsel to the Debtors, the U.S. Trustee, and counsel to the Senior Secured Lenders on or before the date that is thirty (30) days after the Effective Date, their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred from the Petition Date through the Effective Date. Objections to any Fee Claims must be filed and served on counsel to the Debtor, counsel to the Senior Secured Lenders, and the requesting party no later than fourteen (14) calendar days after the filing of the final applications for compensation or reimbursement (unless otherwise agreed by the party requesting compensation of a Fee Claim). Subject to the terms of the Plan, all Allowed Fee Claims shall be paid in full, in Cash, in such amounts as are Allowed by the Bankruptcy Court (i) on the date

upon which an order approving such Fee Claim becomes a Final Order, or as soon as reasonably practicable thereafter, or as otherwise ordered by the Court, or (ii) upon such other terms as may be mutually agreed upon between the holder of such an Allowed Fee Claim and the Debtors or the Reorganized Debtors, as applicable. The Reorganized Debtors are authorized to pay compensation for services rendered or reimbursement of expenses incurred after the Effective Date in the ordinary course and without the need for Bankruptcy Court approval.

**I. Discharge of the Debtors**

40. Upon the Effective Date, the Plan shall be binding on the Debtors, all creditors of the Debtors and all holders of interests in the Debtors as provided under section 1141 of the Bankruptcy Code and the Debtors shall be discharged in accordance with section 1141 of the Bankruptcy Code. Notwithstanding anything to the contrary in the Plan or this Order, any Priority Non-Tax Claims, Other Secured Claim, or General Unsecured Claim that has not been resolved or paid by the Debtor in the ordinary course, including paid in such amount as may be agreed by the holder of such Claim and the Debtors, as of the date of this Order, shall not be discharged and shall be liquidated and paid in the ordinary course pursuant to the Plan, subject to all defenses or disputes the Debtors or Reorganized Debtors may have with respect to such Claims, which shall be retained by the Reorganized Debtors.

**J. Release and Exculpation Provisions**

40. All injunctions, releases, and exculpation provisions set forth in the Plan are approved and shall be effective and binding on all persons and entities, to the extent provided therein, and as if fully set forth herein.

**K. Retention of Causes of Action/Reservation of Rights**

41. Except as otherwise provided in the Plan, nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any rights, Claims, Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses that the Debtors had immediately prior to the Effective Date on behalf of the Estates or themselves in accordance with any provision of the Bankruptcy Code or any applicable nonbankruptcy law,

other than the Released Parties. The Reorganized Debtors shall have, retain, reserve, and be entitled to assert all such Claims, Causes of Action, rights of setoff or recoupment, and other legal or equitable defenses as fully as if these Chapter 11 Cases had not been commenced, and all of the Debtors' legal and equitable rights in respect of any Unimpaired Claim may be asserted after the Confirmation Date and Effective Date to the same extent as if these Chapter 11 Cases had not been commenced. Notwithstanding the foregoing, the Debtors and the Reorganized Debtors shall not retain any Claims or Causes of Action released pursuant to the Plan against the Released Parties.

**L. Reversal/Stay/Modification/Vacatur of Confirmation Order**

42. Except as otherwise provided in this Order, if any or all of the provisions of this Order are hereafter reversed, modified, vacated, or stayed by subsequent order of this Bankruptcy Court, or any other court, such reversal, stay, modification or vacatur shall not affect the validity or enforceability of any act, obligation, indebtedness, liability, priority, or lien incurred or undertaken by the Debtors or the Reorganized Debtors, as applicable, prior to the effective date of such reversal, stay, modification, or vacatur. Notwithstanding any such reversal, stay, modification, or vacatur of this Order, any such act or obligation incurred or undertaken pursuant to, or in reliance on, this Order prior to the effective date of such reversal, stay, modification, or vacatur shall be governed in all respects by the provisions of this Order and the Plan or any amendments or modifications thereto.

**M. Inconsistency**

43. In the event of any inconsistency between the Plan (including the Plan Supplement) and this Confirmation Order, this Order shall govern. To the extent any provisions of any final Plan Supplement document may conflict or be inconsistent with any provision in the Plan, the terms of the final Plan Supplement document shall govern and be binding and exclusive.

**N. Severability**

44. Each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is (a) valid and enforceable in accordance with its terms; (b) integral to the Plan and may not be deleted or modified; and (c) nonseverable and mutually dependent.

**O. Governmental Approvals Not Required**

45. Without limiting any other part of this Order, this Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state or other governmental authority with respect to the implementation or consummation of the Plan and Disclosure Statement, any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts referred to in, or contemplated by, the Plan and the Disclosure Statement.

**P. Notice of Effective Date**

46. On the Effective Date, the Debtor shall file a notice of the occurrence of the Effective Date (“*Notice of Effective Date*”) with the Bankruptcy Court. As soon as practicable after the occurrence of the Effective Date, the Reorganized Debtors shall serve the Notice of Effective Date on all holders of Claims and Interests, the U.S. Trustee, the Senior Secured Lenders, the SEC, the ODFR, the IRS, the ODR, and other parties in interest, by causing the Notice of Effective Date to be delivered to such parties by first-class mail. The Reorganized Debtors shall also post the Notice of Effective Date on the case website at <https://www.perkinscoie.com/en/advance-science-technologies-inc-and-fs-ip-llc.html>.

**Q. Notice of Entry of Confirmation Order and Effective Date**

47. On or before the fourteenth (14th) day following the date of entry of this Order, the Debtor shall serve notice of entry of this Order (which may be combined with the Notice of the Effective Date) pursuant to Bankruptcy Rules 2002(f)(7), 2002(k), and 3020(c) on all known creditors and interest holders, the U.S. Trustee, [the SEC, the IRS,] the Senior Secured Lenders, and other parties in interest, by causing notice of entry of this Order (the “*Notice of*

*Confirmation*”), to be delivered to such parties by first-class mail, postage prepaid. The Debtors shall also post the Notice of Confirmation on the case website at <https://www.perkinscoie.com/en/advance-science-technologies-inc-and-fs-ip-llc.html>. The notice described herein is adequate under the circumstances, and no other or further notice is necessary.

**R. No Waiver**

48. The failure to specifically include any particular provision of the Plan in this Order will not diminish the effectiveness of such provision nor constitute a waiver thereof, it being the intent of this Bankruptcy Court that the Plan is confirmed in its entirety and incorporated herein by this reference.

**S. No Stay of Confirmation: Bankruptcy Rule 3020(e)**

49. The 14-day stay of this Confirmation Order set forth in Bankruptcy Rule 3020(e) is waived.

**T. Closure of the Chapter 11 Case**

50. As soon as practicable after the Effective Date, the Reorganized Debtors are authorized to submit an order to the Bankruptcy Court under certification of counsel, in form and substance acceptable to the U.S. Trustee, that closes and issues a final decree for these Chapter 11 Cases.

Dated: February \_\_\_, 2018  
New York, New York

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HONORABLE STUART M. BERNSTEIN  
UNITED STATES BANKRUPTCY JUDGE

**TAB 8**

**Mutual Release Agreement**

See attached.

## **MUTUAL RELEASE AGREEMENT**

This **MUTUAL RELEASE AGREEMENT** (the "Agreement") is made and entered into as of February [\_\_], 2018, by and among (i) Goldman Sachs Specialty Lending Group, L.P., as administrative agent and collateral agent for the Lenders (in such capacity, "Agent"), (ii) each lender (each, a "Lender") party to the Credit Agreement (defined below), (iii) Fortier Solutions, Inc., formerly known as SureID, Inc., and effective upon Effective Date, Fortier Solutions, LLC ("Fortier" or "Borrower"), (iv) Advance Science Technologies, Inc., formerly known as SID-GB, Inc. ("AST"), (v) FS-IP LLC, formerly known as SID-IP LLC ("FS-IP"), (vi) FS Merger Sub, Inc. ("Merger Sub"), (vii) FSIHC, LLC ("FSIHC"), and (viii) Fortier Solutions Holdings, Inc. ("FS Holdings"), (ix) FS-IS, LLC ("FS-IS"; together with Borrower, AST, FS-IP, Merger Sub, FSIHC and FS Holdings, the "Companies" and each a "Company"). All Persons that are party hereto are referred to herein as a "Party", and collectively as the "Parties". Capitalized terms used herein and not otherwise defined shall have the meanings set forth in Article I.

### **RECITALS**

**WHEREAS**, pursuant to that certain Credit and Guaranty Agreement, dated as of November 13, 2015, by and among Borrower, AST, FS-IP, Agent and the Lenders (as amended, supplemented or otherwise modified prior to the date hereof, the "Existing Credit Agreement"), Borrower has outstanding Obligations (as defined in the Existing Credit Agreement) owing to Agent and Lenders;

**WHEREAS**, prior to the date hereof, AST and FS-IP each agreed to jointly and severally guarantee the obligations of Borrower under the Existing Credit Agreement and the other Credit Documents (as defined in the Existing Credit Agreement, the "Existing Credit Documents");

**WHEREAS**, on December 29, 2017, AST and FS-IP filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), which cases are jointly administered as In re: Advance Science Technologies, Inc., and FS-IP LLC, Case No. 17-13668-smb;

**WHEREAS**, the Parties have agreed to settle the various matters among the Parties and restructure the existing indebtedness and capital structure of the Companies (the "Restructuring"), including pursuant to that certain Debtors' Joint Prepackaged Plan of Reorganization, Case No. 1713668-smb, Docket No. 9 (such plan of reorganization, including the "Plan Supplement" as defined therein, the "Plan") and by amending and restating the Existing Credit Agreement;

**WHEREAS**, the Parties have engaged in good faith negotiations with the objective of reaching an agreement with regard to restructuring the outstanding indebtedness and liabilities of, and equity interests in, the Companies in accordance with the terms set forth in this Agreement, the Plan and the other documents executed in connection with the foregoing; and

**WHEREAS**, the effectiveness of the transactions contemplated by the Plan is conditioned on, among other things, the execution and delivery of this Agreement by all of the Parties hereto.

**NOW, THEREFORE**, in consideration of the Parties hereto entering into the restructuring and the other Restructuring Documents, the premises and mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE I.**  
**DEFINITIONS, RULES OF CONSTRUCTION**

Section 1.1 Definitions. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed thereto in the Plan. For purposes of this Agreement, the following terms shall have the meanings ascribed to them in this Article 1:

"AST Releasee(s)" means (a) Reorganized AST and (b) each such person's and Entity's current and former Affiliates and subsidiaries and each such Entity's, Affiliate's, and subsidiary's respective current and former officers, directors, managers, managing directors, general partners, limited partners, members, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals; provided that the Non-Released Parties shall not be included as AST Releasees.

"Company Releasee(s)" means (a) Companies and (b) each such person's and Entity's current and former Affiliates and subsidiaries and each such Entity's, Affiliate's, and subsidiary's respective current and former officers, directors, managers, managing directors, general partners, limited partners, members, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals; provided that the Non-Released Parties shall not be included as Company Releasees.

"GS Releasee(s)" means (a) Agent, (b) Lenders, (c) Goldman Sachs & Co., LLC, as holder of the Warrant and as shareholder of Fortior resulting from the exercise of the Warrant and (d) each such person's and Entity's current and former Affiliates and subsidiaries and each such Entity's, Affiliate's, and subsidiary's respective current and former officers, directors, managers, managing directors, general partners, limited partners, members, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals; provided that the Non-Released Parties shall not be included as GS Releasees.

"Non-Released Parties" means such Entities, if any, identified in the Plan Supplement as Non-Released Parties.

"Released Claims" means, with respect to any Releasor, any Claim which is released by such Releasor pursuant to any of the provisions of Article II hereof.

"Releasees" means the AST Releasees, the Company Releasees and the GS Releasees.

"Releasors" means the Company Releasors and the GS Releasors.

Section 1.2 Interpretation and Construction. The following provisions shall be applied wherever appropriate herein:

(a) "herein," "hereby," "hereunder," "hereof" and other equivalent words shall refer to this Agreement as an entirety and not solely to the particular portion of this Agreement in which any such word is used;

(b) whenever the words "include," "includes" or "including" are used in this Agreement, they are deemed to be followed by the words "without limitation"

(c) all definitions set forth herein shall be deemed applicable whether the words defined are used herein in the singular or the plural;

(d) wherever used herein, any pronoun or pronouns shall be deemed to include both the singular and plural and to cover all genders;

(e) neither this Agreement nor any other agreement, document or instrument referred to herein or executed and delivered in connection herewith shall be construed against any party as the principal draftsperson hereof or thereof;

(f) the descriptive headings of this Agreement are inserted for convenience of reference only and do not constitute a part of and shall not be utilized in interpreting this Agreement;

(g) any references herein to a particular Article, Section, Exhibit or Schedule means an Article or Section of, or an Exhibit or Schedule to, this Agreement unless another agreement is specified;

(h) the Exhibits and Schedules attached hereto are incorporated herein by reference and shall be considered part of this Agreement

(i) the use of "or" is not intended to be exclusive unless expressly indicated otherwise; and

(j) all references to "\$" shall mean United States Dollars.

## **ARTICLE II.** **RELEASES**

Section 2.1 Releases By Company Releasees. Except as otherwise specifically provided in the Plan or this Agreement, effective upon the Effective Date, each of the Companies, on behalf of itself and its current and former Affiliates and subsidiaries and each such Entity's, Affiliate's, and subsidiary's respective current and former officers, directors, managers, managing directors, general partners, limited partners, members, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals (each, a "Company Releasor" and collectively, the "Company Releasees"), does hereby release the GS Releasees, the AST Releasees, and the Company Releasees from any and all claims, counterclaims, interests, obligations, rights, suits, damages, losses, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims asserted by or on behalf of the Company Releasees, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would

have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Companies' restructuring, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Companies, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Company Releasor and any GS Releasor, AST Releasor, or Company Releasor or any restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan, Disclosure Statement, and any related agreements, instruments, or other documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a GS Releasee, AST Releasee, or Company Releasee that constitutes fraud, willful misconduct or gross negligence by a Released Party, as determined by a Final Order.

**Section 2.2 Releases By GS Releasors.** Except as otherwise specifically provided in the Plan or this Agreement, effective upon the Effective Date, Agent and each of the Lenders, on behalf of itself and its current and former Affiliates and subsidiaries and each such Entity's, Affiliate's, and subsidiary's respective current and former officers, directors, managers, managing directors, general partners, limited partners, members, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals (each, a "GS Releasor" and collectively, the "GS Releasors"), does hereby release the Company Releasees from any and all claims, counterclaims, interests, obligations, rights, suits, damages, losses, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Companies' restructuring, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Companies, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Company Releasee and any GS Releasor, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan, Disclosure Statement, and any related agreements, instruments, or other documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Company Releasee that constitutes fraud, willful misconduct or gross negligence by a Company Releasee, as determined by a Final Order.

**Section 2.3 Releases of AST and FS-IP.** Except as otherwise specifically provided in the Plan (including the treatment of Class 3 in accordance with the Plan, the Allowed Claims in Class 3 to be contributed to the capital of AST and the Allowed Claim in Class 3 to be exchanged for Equity Interests of Reorganized AST) and this Agreement, effective upon the Effective Date, (i) Agent hereby releases the Agent's liens on the assets of AST and FS-IP, (ii) Agent hereby irrevocably releases and forever discharges in full AST and FS-IP from their obligations under the Existing Credit Agreement and the Senior Secured Loan Documents to which AST and FS-IP are a party, (iii) the Parties agree that, from and after the Effective Date, AST and FS-IP will no longer be parties to any of the Senior Secured Loan Documents and (iv) Agent agrees to promptly file UCC-3 termination statements with respect to its UCC financing statements against AST and FS-IP and promptly deliver such other documents reasonably

requested by AST in form and substance satisfactory to Agent and at the cost and expense of AST in order to confirm or effect the release of Agent's security interest and liens in the assets of AST and FS-IP.

**Section 2.4 Limitation Of Releases.** Notwithstanding anything to the contrary in this Agreement, the Plan or the Confirmation Order, (a) the releases set forth above do not release or otherwise affect, modify, or alter any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; (b) except as provided in clause (c) below, in the case of releases by the GS Releasors, such releases are limited solely to claims, liabilities and Causes of Action arising from or related to any act or omission in connection with the Senior Secured Loan Documents and the transactions thereunder and shall not relate to the obligations (including indemnification obligations) and liabilities of Fortior and FSIHC under the Senior Secured Loan Documents, and Fortior and FSIHC shall continue to be liable for the Restructured Fortior Obligations; (c) in the case of releases by the GS Releasors, such releases shall include the obligations under the Senior Secured Loan Documents otherwise due and payable in excess of the Restructured Fortior Obligations (provided, for purposes of this clause (c), such releases are in favor of Fortior and FSIHC but do not release the Debtors in respect of the AST Obligations that are subject to the treatment under Class 3 of the Plan); (d) nothing herein shall constitute a release, waiver or other modification of any existing or future indemnification obligations of Fortior and FSIHC under or in connection with the Senior Secured Loan Documents; and (e) other than in respect of the release in favor of Fortior as described above, such release does not constitute a release by any Lender, its Affiliates or related GS Releasors in respect of any Causes of Action, claims or other items described above as released, to the extent any such matters arise in connection with or relate to any investment account, checking account, savings account, deposit account, trust account, guaranty, or mortgage any Company Releasee has with any Lenders or its Affiliates or related GS Releasors or other banking, investment, financing or other relationship or arrangement between any Company Releasee and any Lender, its Affiliates or related GS Releasor. Any assignment prior to the Effective Date by any GS Releasor or Company Releasor of any Cause of Action, claim or other item described as released above shall be null and void and of no force or effect.

**Section 2.5 No Reliance And No Duty To Disclose.** Each of the Parties hereto agrees and acknowledges that (a) except as expressly provided in this Agreement, no other Party hereto or any other Releasee, in any capacity, has warranted or otherwise made any representations to it or any of its Affiliates concerning any Released Claim (including, without limitation, any representation concerning the existence, nonexistence, validity or invalidity of any Released Claim), and (b) the validity and effectiveness of the foregoing releases and covenants not to sue in this Article II do not depend in any way on any such representations or warranties or the accuracy, completeness or validity thereof. Nothing contained herein is intended to impair or otherwise derogate from any of the representations, warranties or covenants expressly set forth in this Agreement.

**Section 2.6 No Admission.** Nothing in this Agreement shall be construed as an admission by any Releasor of the existence of any Released Claim or of any liability with respect to any or all of such Released Claims or any other past or future act, omission, fact, matter, transaction or occurrence.

**ARTICLE III.**  
**REPRESENTATIONS AND WARRANTIES**

To induce the other Parties hereto to enter into this Agreement, each Party hereto represents and warrants to the other Parties hereto as follows:

Section 3.1 Existence. If and as applicable, it (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, (b) has the corporate, partnership, limited liability company or trust power and authority to own and operate its property, to lease the property it operates as lessee and to conduct the business in which it is currently engaged and (c) is duly qualified as a foreign corporation, a foreign partnership or a foreign trust, as applicable, except for such jurisdictions where the failure to so qualify would not have a material adverse effect, and is in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification.

Section 3.2 Powers; Authorization; Enforceable Obligations. If and as applicable, it has the corporate, partnership, limited liability company or trust power and authority to execute, deliver and perform this Agreement and all other agreements or documents executed or to be executed by it in connection herewith or therewith and has taken all necessary corporate, partnership, trust or other action to authorize the execution, delivery and performance of this Agreement and all other agreements or documents executed or to be executed by it in connection herewith or therewith. Each of this Agreement and any other agreement or document executed or to be executed by it in connection herewith or therewith constitutes the legal, valid and binding obligations of it, enforceable against it or in accordance with the respective terms of such agreements and documents, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforceability of creditors' rights generally.

Section 3.3 No Conflict. The execution, delivery and performance of this Agreement and any other agreement or document executed or to be executed by it in connection herewith or therewith will not result in (a) a violation of or a conflict with any provision of the certificate or articles of incorporation, certificate of formation, by-laws, partnership agreement, limited liability company operating agreement, trust agreement, as applicable, or any other organizational or governing document of it, (b) a breach of, or a default under, any term or provision of any contract, agreement, indebtedness, lease, encumbrance, commitment, license, franchise, permit, authorization or concession to which it is a party or by which it or any of its property is bound to the extent such conflict referred to in this clause (b) would reasonably be expected to have a material adverse effect, or (c) a violation by it of any law, rule or regulation or order, judgment, decree or other determination by any court or any other governmental entity, in each case applicable to it or any of its property or to which it or any of its property is subject.

**ARTICLE IV.**  
**MISCELLANEOUS**

Section 4.1 Further Assurances. From time to time and without additional consideration, each Party shall execute and deliver, or cause to be executed and delivered, such additional transfers, assignments, endorsements, consents and instruments, and shall take such

further actions, as any Party may reasonably request for the purpose of carrying out and furthering the intent of this Agreement.

Section 4.2 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of New York without regard to the conflicts of laws principles thereto.

Section 4.3 Notices. All notices, demands, consents, approvals, requests or other communications which any of the parties to this Agreement may desire or be required to give hereunder (collectively, "Notices") shall be in writing and shall be given by registered or certified mail, return receipt requested, with postage prepaid, by a nationally recognized overnight courier, or by .pdf via email at the address specified for Notices on the applicable signature page hereof, as from time to time amended. Any of the parties to this Agreement may change its address for Notices hereunder by a Notice given pursuant to this Section 4.3. A Notice sent in compliance with the provisions of this Section 4.3 shall be deemed given on the third business day next succeeding the day on which it is sent if sent by registered or certified mail or on the first business day following the day on which the Notice was delivered to an overnight courier or, if Notice is given by email, upon email confirmation that such Notice was received.

Section 4.4 Entire Agreement. This Agreement (including the Schedules and Exhibits hereto) and the documents and instruments to be delivered by the parties pursuant to the provisions hereof constitute the entire agreement between the parties with respect to the subject matter hereof and thereof.

Section 4.5 Successors And Assigns; Third Party Beneficiaries. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any Party hereto, without the prior written consent of the other Parties hereto. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and thereto and their respective successors and permitted assigns. Any Releasee who is not named as a Party hereto shall have the rights of an intended third-party beneficiary with respect to the provisions of the releases in its favor. Except as set forth in the immediately preceding sentence, no other Person not a Party hereto shall be deemed a third-party beneficiary of any provision of this Agreement or shall otherwise be entitled to enforce any provision hereof.

Section 4.6 Severability. Whenever possible, each provision or portion of any provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein, so long as the economic and legal substance of the transactions contemplated hereby are not affected in a manner materially adverse to any Party.

Section 4.7 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and all signatures need not appear on any one counterpart. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile or by electronic delivery in .pdf format shall be sufficient to bind the parties to the terms and conditions of this Agreement.

Section 4.8 Parties' Use Of Legal Counsel And Construction Of Agreement. Each of the Parties hereby acknowledges that it or he has been advised by its own legal counsel in connection with the negotiation, drafting, execution, and delivery and consummation of this Agreement (including, without limitation, the release and covenant not to sue provisions hereof). The Parties agree and acknowledge that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, exhibits or schedules thereto. Each Party hereto has entered into this Agreement freely and voluntarily, without coercion, duress, distress or under influence by any other Persons or its respective shareholders, directors, officers, partners, agents or employees.

Section 4.9 WAIVER OF RIGHT TO JURY. EACH OF THE PARTIES HERETO WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN ANY OF THEM ARISING OUT OF, CONNECTED WITH, RELATING TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN ANY OF THEM IN CONNECTION WITH THIS AGREEMENT. INSTEAD, ANY DISPUTES RESOLVED IN COURT SHALL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

*Signature pages follow.*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the day and year first above written.

**COMPANIES:**

FORTIOR SOLUTIONS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FORTIOR SOLUTIONS, LLC (effective upon conversion of Fortior Solutions, Inc. to Fortior Solutions, LLC as of the Effective Date)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ADVANCE SCIENCE TECHNOLOGIES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FS-IP LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FS MERGER SUB, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FSIHC, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FORTIOR SOLUTIONS HOLDINGS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FS-IS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Notice Information:

Fortior Solutions, LLC  
5800 NW Pinefarm Place  
Hillsboro, Oregon 97124  
Email: [ssullivan@fortiorsolutions.com](mailto:ssullivan@fortiorsolutions.com)  
[kcowen@fortiorsolutions.com](mailto:kcowen@fortiorsolutions.com)  
Attention: Sean Sullivan and Katherine Cowen

With a copy to:

Perkins Coie LLP  
1201 Third Avenue, Suite 4900  
Seattle, Washington 98101  
Fax: (206) 359-9410  
[ADSmith@perkinscoie.com](mailto:ADSmith@perkinscoie.com)  
Attention: Alan D. Smith

**AGENT:**

GOLDMAN SACHS SPECIALTY LENDING  
GROUP, L.P.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LENDER:**

GOLDMAN SACHS SPECIALTY LENDING  
HOLDINGS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Notice Information:

Goldman Sachs Specialty Lending Group L.P.  
6011 Connection Drive  
Irving, Texas 75039  
Fax: (646) 769-5010  
Attention: SureID Account Manager

With a copy to:

Goldman Sachs Specialty Lending Group L.P.  
6011 Connection Drive  
Irving, Texas 75039  
Fax: (646) 769-5010  
luke.dixon@gs.com  
Attention: GSSLG In-House Counsel

With a copy to:

Goldberg Kohn, Ltd.  
55 East Monroe, Suite 3300  
Chicago, IL 60603  
Fax: (312) 863-7474  
Email: randall.klein@goldbergkohn.com  
Attention: Randall Klein