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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	:	Chapter 11
ADVANCE SCIENCE TECHNOLOGIES, INC., and FS-IP LLC	:	Case No. 17-13668 (SMB)
	:	Jointly Administered
Debtors. [1]	:	

DEBTORS' AMENDED JOINT PREPACKAGED PLAN OF REORGANIZATION

Advance Science Technologies, Inc., an Oregon corporation ("***AST***"), and FS-IP LLC, a New York limited liability company ("***FS-IP***"), as debtors and debtors-in-possession in the above-captioned chapter 11 case (each a "***Debtor***" and collectively the "***Debtors***"), propose this joint prepackaged plan of reorganization for the resolution of the outstanding claims against and interests in the Debtors pursuant to chapter 11 of the Bankruptcy Code.

For a discussion of the Debtors' history, businesses, assets, results of operations, historical financial information, projections of future operations, and a summary and description of the Plan and certain related matters, holders of Claims and Interests may refer to the Information and Disclosure Statement disseminated to holders of impaired Claims and Interests

[1] 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).

and to shareholders of Fortior Solutions, Inc. (formerly known as SureID, Inc.) on or about December 5, 2017 (the "***Disclosure Statement***").

THE PROPONENTS OF THE PLAN ENCOURAGE ALL HOLDERS OF CLAIMS AND INTERESTS TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY, INCLUDING BUT NOT LIMITED TO HOLDERS OF CLAIMS AND INTERESTS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN.

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ARTICLE I.

DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

A. Defined Terms.

As used in the Plan, capitalized terms have the meanings set forth below.

"**Administrative Agent**" means Goldman Sachs Specialty Lending Group, L.P., in its capacity as administrative agent under the Senior Secured Loan Documents, and its successors in such capacity.

"**Administrative Claim**" means any Claim for costs and expenses of administration of the Estates pursuant to section 503(b) or 507(a)(2) of the Bankruptcy Code, including any Cure Claim.

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

"**Allowed**" means with respect to any Claim, except as otherwise provided herein: (a) a Claim that either is not a Disputed Claim or has been allowed by a Final Order; (b) a Claim that is allowed (i) pursuant to the terms of the Plan, (ii) in any stipulation that is approved by the Bankruptcy Court, or (iii) pursuant to any contract, instrument, indenture, or other agreement entered into or assumed in connection herewith; or (c) a Claim relating to a rejected Executory Contract or Unexpired Lease that either (i) is not a Disputed Claim or (ii) has been allowed by a Final Order; *provided* that the Senior Secured Claims shall be deemed Allowed.

"**Assumed Executory Contract and Unexpired Lease List**" means the list (as may be amended by the Debtors from time to time prior to the Effective Date with the reasonable consent of the Administrative Agent) of Executory Contracts and Unexpired Leases (including any amendments or modifications thereto) that will be assumed by the Debtors pursuant to

Article V of the Plan. The Assumed Executory Contract and Unexpired Lease List shall be Filed as part of the Plan Supplement.

"**AST**" means Advance Science Technologies, Inc., an Oregon corporation, a Debtor in the Chapter 11 Cases.

"**AST Obligations**" is defined in Section IV.B.(d) (part of The Post-Petition Reorganization) below.

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

"**Bankruptcy Court**" means the United States Bankruptcy Court for the Southern District of New York.

"**Bankruptcy Rules**" means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.

"**Business Day**" means any day, other than a Saturday, Sunday, or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

"**Cash**" means cash and cash equivalents, including bank deposits, checks, and other similar items in legal tender of the United States of America.

"**Cash Collateral Orders**" means the Order Authorizing the Debtors to Use Cash Collateral on a Final Basis entered by the Bankruptcy Court on or about the Confirmation Date.

"**Causes of Action**" means any claims, causes of action, demands, rights, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, and franchises of any kind or character whatsoever, known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, in contract or in tort, in law or in equity, or pursuant to any other theory of law. Causes of Action also include: (a) all rights of setoff, counterclaim, or

recoupment and claims on contracts or for breaches of duties imposed by law; (b) the right to object to or otherwise contest Claims or Interests, except as otherwise provided in the Plan, the Confirmation Order, or other order of the Bankruptcy Court; and (c) claims pursuant to sections 362, 510, 542, 543, 544 through 550, or 553 of the Bankruptcy Code.

"**Chapter 11 Cases**" means (a) when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court, and (b) when used with reference to all the Debtors, the administratively consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court.

"**Claim**" means any claim against the Debtors, as defined in section 101(5) of the Bankruptcy Code.

"**Class**" means a class of Claims or Interests as set forth in Article III of the Plan pursuant to section 1122(a) of the Bankruptcy Code.

"**Confirmation**" means the entry of the Confirmation Order on the docket of the Chapter 11 Cases.

"**Confirmation Date**" means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

"**Confirmation Hearing**" means the hearing held by the Bankruptcy Court to consider approval of the Disclosure Statement pursuant to sections 1125(a) and 1126 of the Bankruptcy Code and Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

"**Confirmation Order**" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, in form and substance satisfactory to the Administrative Agent and the Exit Financing Agent.

"**Consummation**" means the occurrence of the Effective Date.

"**Cure Claim**" means a Claim based upon the Debtors' defaults on an Executory Contract or Unexpired Lease at the time such contract or lease is assumed by the Debtors pursuant to section 365 of the Bankruptcy Code.

"**Debtors**" means AST and FS-IP.

"**Disclosure Statement**" is defined in the preamble to this Plan which, to the extent necessary, constituted a prepetition solicitation in connection with this Plan.

"**Disputed**" means any Claim or Interest with respect to which the Debtors or Reorganized Debtors have disputed in writing the amount, enforceability or validity of such Claim or Interest, whether or not such writing is Filed.

"**Effective Date**" means, with respect to the Plan, the date that is a Business Day selected by the Debtors on which: (a) no stay of the Confirmation Order is in effect; (b) all conditions precedent specified in Article X of the Plan have been satisfied or waived in accordance with the Plan; (c) the Plan is declared effective by the Debtors; and (d) the Debtors shall have Filed notice of the Effective Date with the Bankruptcy Court.

"**Entity**" means an entity as such term is defined in section 101(15) of the Bankruptcy Code.

"**Equity Security**" means any equity security, as defined in section 101(16) of the Bankruptcy Code, in a Debtor.

"**Estate**" means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

"**Exculpated Claim**" means any Claim, Cause of Action, or any other right of action related to any act or omission in connection with, relating to, or arising out of the Plan, the Post-Petition Reorganization, the formulation, preparation, dissemination, or negotiation of any document in connection with the Plan, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the pursuit of Consummation, the administration and implementation of the Plan, or the distribution of property pursuant to the Plan.

"**Executory Contract**" means a contract to which one or more of the Debtors is a party and that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

"**Exit Financing**" means the loan facility provided by the Exit Financing Lenders to Reorganized AST to satisfy portions of the Senior Secured Claims, make all other payments required at the Effective Date to Consummate the Plan, and provide ongoing financing to Reorganized AST.

"**Exit Financing Agent**" means Goldman Sachs Specialty Lending Group, L.P., in its capacity as administrative agent under the Exit Financing Documents, and its successors in such capacity.

"**Exit Financing Documents**" means the credit agreement to be entered into by Reorganized AST and the Exit Financing Agent on behalf of the Exit Financing Lenders, along with all associated promissory notes, security instruments, and other documents, the forms of which shall be included in the Plan Supplement.

"**Exit Financing Lenders**" means the persons or Entities providing the Exit Financing. It is anticipated that the Exit Financing Lenders will be the same as, or Affiliates of, the Senior Secured Lenders, with the same administrative agent.

"**File**" or "**Filed**" means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

"**Final Order**" means an order or judgment of the Bankruptcy Court, or court of competent jurisdiction with respect to the subject matter, as entered on the docket in any Chapter 11 Case or the docket of any court of competent jurisdiction, that has not been reversed, stayed, modified, or amended, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument, or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be timely Filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice.

"**Fortior**" means Fortior Solutions, Inc., an Oregon corporation formerly known as SureID, Inc. As of the Petition Date, each of the Debtors is a wholly-owned subsidiary of Fortior.

"**FS Holdings**" means Fortior Solutions Holdings, Inc., an Oregon corporation. FS Holdings is a wholly-owned subsidiary of Fortior.

"**FSIHC**" means FSIHC, LLC, an Oregon limited liability company. FSIHC is a wholly-owned subsidiary of FS-IS.

"**FS-IP**" means FS-IP LLC, a New York limited liability company and a Debtor in the Chapter 11 Cases.

"**FS-IS**" means FS-IS LLC, an Oregon limited liability company. FS-IS is a wholly-owned subsidiary of Fortior.

"**General Unsecured Claim**" means any Unsecured Claim other than: (a) Intercompany Claims; (b) Administrative Claims; (c) Professional Fee Claims; (d) Priority Tax Claims; (e) Other Priority Claims; and (f) Convenience Claims.

"**Governmental Unit**" means a governmental unit as defined in section 101(27) of the Bankruptcy Code.

"**Holder**" means an Entity holding a Claim or an Interest, as applicable.

"**Impaired**" means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is impaired within the meaning of section 1124 of the Bankruptcy Code.

"**Insider**" has the meaning set forth in section 101(31) of the Bankruptcy Code.

"**Intercompany Claim**" means any Claim against a Debtor held by another Debtor.

"**Interest**" means any: (a) Equity Security; and (b) all issued, unissued, authorized, or outstanding shares of capital stock and partnership, limited liability company interests, and similar interests in the Debtors together with any warrants, options, or contractual rights to purchase or acquire such capital stock or interests at any time and all rights arising with respect thereto.

"**Judicial Code**" means title 28 of the United States Code, 28 U.S.C. §§ 1–4001.

"**Lien**" means a lien as defined in section 101(37) of the Bankruptcy Code.

"**Local Rules**" means the Local Rules promulgated by the Bankruptcy Court, as in effect from time to time.

"**LTIP**" means the Long Term Incentive Plan established as of the Effective Date for the benefit of the management and employees of Fortior, in form and substance satisfactory to the Exit Financing Agent.

"**Merger Sub**" means FS Merger Sub, Inc., an Oregon corporation. Merger Sub is a wholly-owned subsidiary of AST, one of the Debtors in these Chapter 11 Cases.

"**Non-Released Parties**" means certain former officers and directors of the Debtors and/or their Affiliates, including Fortior, to be designated in the Plan Supplement.

"**Notice Parties**" means the parties listed in Section XIII.F below.

"**Other Priority Claims**" means any Claim, other than an Administrative Claim or a Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

"**Other Secured Claim**" means any Secured Claim other than a Senior Secured Claim.

"**Petition Date**" means the date on which the Debtors commenced the Chapter 11 Cases.

"**Plan**" means this Joint Prepackaged Plan of Reorganization, including the Plan Supplement, which is incorporated herein by reference.

"**Plan Supplement**" means the documents and forms of documents, schedules, and exhibits, each of which shall be in form and substance acceptable to the Administrative Agent and the Exit Financing Agent, to be Filed by the Debtors, no later than five (5) Business Days prior to the Confirmation Hearing, including the following: (a) the form of the Exit Financing Documents; (b) the Rejected Executory Contracts and Unexpired Lease List; (c) the Assumed Executory Contracts and Unexpired Lease List; (d) identification and relevant qualifications of the officers, directors, and managers of the Reorganized Debtors; (e) the list of Non-Released Parties; (f) the Proposed Confirmation Order Findings of Fact and Conclusions of Law; and

(g) forms of release documents. Any reference to the Plan Supplement in the Plan shall include each of the documents identified above. Subject to the consent of the Administrative Agent and the Exit Financing Agent, the Debtors may amend the documents contained in the Plan Supplement through and including the Effective Date in accordance with Article X of the Plan.

"**Postpetition Period**" means the period of time following the Petition Date through the Effective Date.

"**Post-Petition Reorganization**" has the meaning set forth in Section IV.B below.

"**Priority Tax Claim**" means the Claims of Governmental Units of the type specified in section 507(a)(8) of the Bankruptcy Code.

"**Pro Rata**" means the proportion that a Claim or Interest in a particular Class bears to the aggregate amount of the Claims or Interests in that Class, or the proportion of the Claims or Interests in a particular Class and other Classes entitled to share in the same recovery as such Claim or Interest under the Plan.

"**Professional**" means an Entity: employed pursuant to a Bankruptcy Court order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, and 331 of the Bankruptcy Code.

"**Professional Fee Account**" means a segregated interest-bearing escrow account to hold and maintain an amount of Cash equal to Professional Fee Claims, in an aggregate amount not to exceed the amounts permitted under the Cash Collateral Orders and related Budgets (as defined in the Cash Collateral Orders, as such Budgets may be amended and revised from time to time), funded by the Debtors solely for the purpose of paying all Allowed and unpaid Professional Fee Claims.

"**Professional Fee Claims**" means the Claims of Professionals for fees and expense reimbursement incurred from the Petition Date through the Confirmation Date.

"**Proponents**" means, collectively, the Debtors, FS Holdings, and their parent Fortior, proponents of the Plan within the meaning of sections 1121 and 1129 of the Bankruptcy Code.

"**Proposed Confirmation Order Findings of Fact and Conclusions of Law**" means the findings of fact and conclusions of law proposed to be made by the Bankruptcy Court, each of which shall be: (a) acceptable to the Debtors, the Administrative Agent, and the Exit Financing Agent; (b) deemed to have been made and issued pursuant to Bankruptcy Rule 7052; and (c) made applicable to the Chapter 11 Cases pursuant to Bankruptcy Rule 9014. Upon entry of the Confirmation Order, the Proposed Confirmation Order Findings of Fact and Conclusions of Law shall constitute findings of fact even if they are stated as conclusions of law, and any and all conclusions of law in the Plan shall constitute conclusions of law even if they are stated as findings of fact. The Proposed Confirmation Order Findings of Fact and Conclusions of Law shall be Filed with the Plan Supplement.

"**Reinstated**" or "**Reinstatement**" means: notwithstanding any contractual provision or applicable law that entitles the Holder of a Claim or Interest to demand or receive accelerated payment of such Claim or Interest after the occurrence of a default: (i) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code or of a kind that section 365(b)(2) expressly does not require to be cured; (ii) reinstating the maturity (to the extent such maturity has not otherwise accrued by the passage of time) of such Claim or Interest as such maturity existed before such default; (iii) compensating the Holder of such Claim or Interest for any damages incurred as a result of any reasonable reliance by such Holder on such contractual provision or such applicable law; (iv)

if such Claim or Interest arises from a failure to perform a nonmonetary obligation other than a default arising from failure to operate a nonresidential real property lease subject to section 365(b)(1)(A), compensating the Holder of such Claim or Interest (other than a Debtor or an insider) for any actual pecuniary loss incurred by such Holder as a result of such failure; and (v) not otherwise altering the legal, equitable, or contractual rights to which such Claim or Interest entitles the Holder such that the applicable Claim or Interest is Unimpaired.

"**Rejected Executory Contract and Unexpired Lease List**" means the list (as may be amended from time to time prior to the Effective Date with the reasonable consent of the Administrative Agent) of Executory Contracts and Unexpired Leases (including any amendments or modifications thereto) that will be rejected by the Debtors pursuant to Article V of the Plan. The Rejected Executory Contract and Unexpired Lease List shall be Filed as part of the Plan Supplement.

"**Released Party**" means each of the following in its respective capacity as such: (a) the Senior Secured Lenders; (b) the Administrative Agent; (c) Goldman Sachs & Co., LLC, as holder of the Warrant and as a shareholder of Fortior resulting from the exercise of the Warrant; (d) the Debtors and the other Proponents; and (e) with respect to each of the persons and Entities in clauses (a), (b), (c) and (d), each such person's and Entity's current and former Affiliates and subsidiaries and each such person's, 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 Released Parties.

"**Releasing Parties**" means each of the following in its respective capacity as such: (a) the Senior Secured Lenders; (b) the Administrative Agent; and (c) each of the Debtors and their Affiliates, for themselves and on behalf of each of their related Released Parties, pursuant to release documents to be included in the Plan Supplement, in substantially the same form of the release provisions in this Plan.

"**Reorganized Debtors**" means the Debtors on and after the Effective Date, as reorganized pursuant to the Plan. After giving effect to the Post-Petition Reorganization, the Reorganized Debtors will mean Reorganized AST.

"**Reorganization Interests**" is defined in Section IV.D.2 (Section 1145 Exemption) below.

"**Reorganized AST**" means AST on and after the Effective Date, as reorganized pursuant to the Plan.

"**Restructured Fortior Obligations**" is defined in Section IV.B.(f) (part of The Post-Petition Reorganization) below.

"**Restructuring Support Agreement**" means that certain Restructuring Support Agreement dated as of December 4, 2017, by and among the Debtors, Fortior, FS Holdings, Merger Sub, FS-IS, FSIHC, the Administrative Agent, and the Senior Secured Lenders, along with all exhibits thereto, as amended, supplemented and modified from time to time, in accordance with the terms thereof.

"**Secured**" means when referring to a Claim: (a) secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor's interest in the Estate's interest

in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code; or (b) Allowed as such pursuant to the Plan.

"**Secured Lender Affiliate Shareholder**" means Goldman Sachs & Co., LLC, previously the holder of the Warrant and now a shareholder of Fortior as a result of its exercise, and its affiliated assigns.

"**Securities Act**" means the Securities Act of 1933, 15 U.S.C. §§ 77a–77aa, together with the rules and regulations promulgated thereunder.

"**Senior Secured Claims**" means the Claims of the Senior Secured Lenders.

"**Senior Secured Lenders**" means Goldman Sachs Specialty Lending Holdings, Inc., as Lender, and Goldman Sachs Specialty Lending Group, L.P., as Administrative Agent, and their respective assigns.

"**Senior Secured Loan**" means the credit facility provided to the Debtors by the Senior Secured Lenders pursuant to the Senior Secured Loan Documents.

"**Senior Secured Loan Documents**" means that certain Credit and Guaranty Agreement dated as of November 13, 2015, among Fortior (as primary borrower); FS-IP and AST (as guarantors); the Administrative Agent; and the Senior Secured Lenders, as amended, supplemented, and modified from time to time, along with all other associated promissory notes, security instruments, and other documents evidencing or implementing the Senior Secured Loan.

"**Step One Merger**" means the merger of Fortior and Merger Sub, as described in Section IV.B(a) below (The Post-Petition Reorganization).

"**Unexpired Lease**" means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

"**Unimpaired**" means, solely with respect to a Class of Claims or Interests, a Class of Claims or Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

"**Unsecured Claim**" means any Claim that is not a Secured Claim.

"**U.S. Trustee**" means the Office of the United States Trustee for the Southern District of New York.

"**Warrant**" means the SureID, Inc. Purchase Warrant for Equity Securities dated June 9, 2017, issued by Fortior (then SureID, Inc.) to the Secured Lender Affiliate Shareholder. On December 4, 2017, the Secured Lender Affiliate Shareholder exercised the Warrant and became a shareholder of Fortior.

B. Rules of Interpretation.

For purposes of the Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (3) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed, or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented from time to time; (4) any reference to an Entity as a Holder of a Claim or Interest includes that Entity's successors and assigns; (5) unless otherwise specified, all references herein to "Articles" or "Sections" are references to Articles or Sections of the Plan;

(6) unless otherwise specified, the words "herein," "hereof," and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (7) subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, or other agreement or document entered into in connection with the Plan, the rights and obligations arising pursuant to the Plan shall be governed by, and construed and enforced in accordance with the applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (8) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code (other than section 102(5) of the Bankruptcy Code) shall apply; (9) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (10) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's Case Management and Electronic Case Filing system; (11) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended, modified, or supplemented from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; and (12) any immaterial effectuating provisions may be interpreted by the Debtors, Reorganized Debtors, and Administrative Agent, as applicable, in such a manner that is consistent with the overall purpose and intent of the Plan, without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.

C. Computation of Time.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

D. Governing Law.

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); *provided*, *however*, that corporate governance matters relating to the Debtors or the Reorganized Debtors, as applicable, shall be governed by the laws of the state of incorporation or formation of the relevant Debtor or Reorganized Debtor, as applicable.

E. Reference to Monetary Figures.

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided.

ARTICLE II.

ADMINISTRATIVE CLAIMS AND PRIORITY TAX CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III of the Plan.

A. Administrative Claims Other Than Professional Fee Claims.

Unless otherwise agreed to by the holder of an Allowed Administrative Claim and the Debtors or Reorganized Debtors, as applicable, each holder of an Allowed Administrative Claim, other than holders of Professional Fee Claims, will receive in full and final satisfaction of its Administrative Claim an amount of Cash equal to the amount of such Allowed Administrative Claim either: (1) on the Effective Date, or as soon as practicable thereafter, (2) if the

Administrative Claim is not Allowed as of the Effective Date, no later than 30 days after the date on which an order Allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter, or (3) if the Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date, pursuant to the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claims, without any further action by the holders of such Allowed Administrative Claims.

B. Professional Fee Claims.

1. Professional Fee Account.

Pursuant to the Cash Collateral Orders, the Debtors established the Professional Fee Account and have funded and will continue to fund such account in accordance with such Cash Collateral Orders. The Professional Fee Account has been and will continue to be maintained in trust for the Professionals and shall not be considered property of the Debtors' Estates or the Reorganized Debtors, as applicable; *provided*, *however*, that the Exit Financing Agent, on behalf of the Exit Financing Lenders, shall have a reversionary interest in the excess, if any, of the amount of the Professional Fee Account over the aggregate Allowed Professional Fee Claims to be paid from the Professional Fee Account.

2. Final Fee Applications and Payment of Professional Fee Claims.

All final requests for payment of Professional Fee Claims incurred during the period from the Petition Date through the Confirmation Date shall be Filed no later than thirty (30) days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior Bankruptcy Court orders, the Allowed amounts of such Professional Fee Claims shall be determined by the Bankruptcy Court. The amount of

Professional Fee Claims owing to the Professionals (and not paid prior to such time) shall be paid in Cash to such Professionals from funds held in the Professional Fee Account when such Claims are Allowed by a Final Order. After all Professional Fee Claims have been paid in full, any excess amounts in the Professional Fee Account shall revert to the Exit Financing Agent for the benefit of the Exit Financing Lenders.

3. Post-Confirmation Fees and Expenses.

Except as otherwise specifically provided in the Plan, from and after the Effective Date, the Reorganized Debtors shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to implementation and Consummation of the Plan incurred by the Reorganized Debtors. Upon the Effective Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking compensation for services rendered after such date shall terminate, and the Reorganized Debtors may pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

C. Priority Tax Claims.

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code.

ARTICLE III.

CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. Classification of Claims and Interests.

Claims and Interests, except for Administrative Claims, Priority Tax Claims, and Accrued Professional Compensation Claims, are classified in the Classes set forth in this Article III of the Plan. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or Interest also is classified in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

1. Class Identification.

The classification of Claims and Interests against the Debtors pursuant to the Plan is as follows:

Class	Claims and Interests	Status	Voting Rights
Class 1	Other Priority Claims (Against Either Debtor)	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 2	Other Secured Claims (Against Either Debtor)	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 3	Senior Secured Claims (Against Both Debtors)	Impaired	Entitled to Vote
Class 4	General Unsecured Claims (Against Either Debtor)	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 5	Intercompany Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 6	Interests (AST and FS-IP Shareholder - Fortior)	Impaired	Entitled to Vote

Debtors do not believe there are any valid Claims in Classes 1, 2, 4, or 5, other than holders of Class 4 Claims incurred in the ordinary course of business, if any, but include such

Classes in this Plan out of an abundance of caution. If there are members of any such Classes, the Classes are Unimpaired and conclusively presumed to accept the Plan.

Classes 3 (Senior Secured Lenders) and 6 (Interests) are Impaired and are entitled to vote, but each such Class has agreed to support the Plan through the Restructuring Support Agreement in accordance with the terms of such Restructuring Support Agreement.

B. Treatment of Claims and Interests.

1. Class 1—Other Priority Claims.

a. ***Classification*: Class 1 consists of all Other Priority Claims.**

b. ***Treatment*: Except to the extent that a Holder of an Allowed Claim in Class 1 agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Claim in Class 1, each such Holder shall receive payment in full in Cash.**

c. ***Voting*: Class 1 is Unimpaired under the Plan. Holders of Claims in Class 1 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.**

2. Class 2—Other Secured Claims.

a. ***Classification*: Class 2 consists of all Other Secured Claims.**

b. ***Treatment*: Except to the extent that a Holder of an Allowed Claim in Class 2 agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in**

exchange for each Allowed Claim in Class 2, each such Holder shall receive, at the option of the Debtors, subject to the reasonable consent of the Required Consenting Secured Parties:

(i) **payment in full in Cash;**

(ii) **delivery of collateral securing any such Claim and payment of any interest required under section 506(b) of the Bankruptcy Code;**

(iii) **Reinstatement of such Other Secured Claims; or**

(iv) **other treatment rendering such Claim Unimpaired.**

c. ***Voting:*** **Class 2 is Unimpaired under the Plan. Holders of Claims in Class 2 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.**

3. Class 3—Senior Secured Claims.

a. ***Classification*****: Class 3 consists of all Senior Secured Claims.**

b. ***Allowance*****: The Class 3 Claims shall be Allowed against the Estates of both AST and FS-IP in the aggregate principal amount of $57,918,526 as of January 31, 2018, plus interest, fees, costs and other charges. For the avoidance of doubt, Senior Secured Lenders shall not be required to File proofs of claim. The Administrative Agent may in its**

discretion File such pleadings as may be appropriate evidencing the then-current amount of the Class 3 Claims.

c. ***Treatment*: Except to the extent that a Holder of an Allowed Claim in Class 3 agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Claim in Class 3, each such Holder thereof shall receive, as applicable, such Holder's Pro Rata share of (i) Equity Interests of Reorganized AST in an amount as described below, and (ii) the proceeds of or deemed exchange for the Exit Financing; *provided that*, if, prior to Consummation, a Holder of an Allowed Claim in Class 3 so elects, then all or a portion (as designated by such Holder in its sole discretion) of the Allowed Claims in Class 3 shall instead be contributed to the capital of AST (for no consideration) and the corresponding portion of the Senior Secured Loan so contributed shall be deemed satisfied in full, and any Equity Interest in AST held by such Holder shall be converted into an Equity Interest in Reorganized AST. For all purposes under this Plan, (x) the Allowed Claims in Class 3, if any, contributed to the capital of AST before any amounts are exchanged for Equity Interests of Reorganized AST shall be the principal amounts (and any interest accrued thereon) borrowed first in time pursuant to the Senior Secured Loan Documents; (y) the Allowed Claims in Class 3, if any, exchanged for Equity Interests of Reorganized AST shall be the principal amounts**

(and any interest accrued thereon) borrowed first in time (following any amounts described in the preceding clause (x)) pursuant to the Senior Secured Loan Documents; and (z) the Allowed Claims in Class 3, if any, contributed to the capital of AST after any amounts are exchanged for Equity Interests of Reorganized AST shall be the principal amounts (and any interest accrued thereon) borrowed first in time (following any amounts described in the preceding clauses (x) and (y)) pursuant to the Senior Secured Loan Documents. For the avoidance of doubt, the Senior Secured Lenders will retain their claims in respect of the Restructured Fortior Obligations. As part of the Post-Petition Reorganization, FS-IP will be merged into Reorganized AST. At the Effective Date, upon completion of the Post-Petition Reorganization, Reorganized AST will own (25%) of the equity interests in FSIHC, which will in turn own all of the equity of Fortior. The Holders of Class 3 Allowed Claims may, pursuant to the Plan, and as applicable, assign their rights to such Equity Interests of Reorganized AST to a newly formed holding company that is, and will have been, at all times prior to such assignee's receipt of such equity, wholly owned by such Holders.

d. ***Voting*: Class 3 is Impaired under the Plan. Therefore, Holders of Allowed Claims in Class 3 are entitled to vote to accept or reject the Plan. The members of Class 3 have agreed to support the Plan on the**

terms and conditions set forth in the Restructuring Support Agreement.

4. Class 4—General Unsecured Claims.

a. ***Classification*: Class 4 consists of all General Unsecured Claims.**

b. ***Treatment*: Except to the extent that a Holder of an Allowed Claim in Class 4 agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Claim in Class 4, each such Holder shall, at the discretion of the applicable Debtor, (i) be Reinstated as an obligation of the Reorganized Debtor(s), (ii) receive payment in full in Cash at the Effective Date, (iii) receive such other treatment that will render it Unimpaired.**

c. ***Voting:* Class 4 is Unimpaired under the Plan. Holders of Claims in Class 4 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.**

5. Class 5—Intercompany Claims.

a. ***Classification*: Class 5 consists of all Intercompany Claims.**

b. ***Treatment:* Holders of Intercompany Claims shall receive no distribution on account of such Intercompany Claims under the Plan, as AST and FS-IP will merge with each other at the Effective Date.**

c. ***Voting*: Class 5 is Unimpaired under the Plan. Holders of Claims in Class 5 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.**

6. Class 6—Interests (Fortior as AST Shareholder and FS-IP Shareholder).

a. ***Classification*: Class 6 consists of all Interests in AST and FS-IP. Fortior is the only member of Class 6.**

b. ***Treatment*: Fortior, as the sole Holder of Allowed Interests in Class 6, will engage in each of the steps described below constituting the Post-Petition Reorganization, and upon Consummation will be a limited liability company, Fortior Solutions, LLC, a wholly-owned subsidiary of FSIHC.**

c. ***Voting*: Class 6 is Impaired under the Plan. Therefore, Holders of Allowed Interests in Class 6 are entitled to vote to accept or reject the Plan. Fortior, as the sole member of Class 6, has agreed to support the Plan on the terms and conditions set forth in the Restructuring Support Agreement.**

C. Special Provision Governing Unimpaired Claims.

Nothing under the Plan shall affect the Debtors' rights in respect of any Unimpaired Claims, including Causes of Action against the Holders of Unimpaired Claims to the extent of any such Unimpaired Claims, and all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims.

D. Acceptance or Rejection of the Plan.

1. Voting Classes.

Classes 3 and 6 are Impaired under the Plan. The Holders of Claims in Classes 3 and 6 are entitled to vote to accept or reject the Plan; as noted, each such Class has agreed to support the Plan pursuant to the Restructuring Support Agreement.

2. Presumed Acceptance of the Plan.

Classes 1, 2, 4, and 5 are Unimpaired under the Plan. The Holders of Claims and Interests in such Classes are presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and are not entitled to vote to accept or reject the Plan.

E. Elimination of Vacant Classes.

Any Class of Claims or Interests that, as of the commencement of the Confirmation Hearing, does not have at least one Holder of a Claim or Interest that is Allowed in an amount greater than zero for voting purposes shall be considered vacant, deemed eliminated from the Plan for purposes of voting to accept or reject the Plan, and disregarded for purposes of determining whether the Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to that Class.

F. Controversy Concerning Impairment.

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

G. Subordinated Claims.

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments under the Plan take into account and conform to

the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors and Reorganized Debtors, as applicable, reserve the right to reclassify any Allowed Claim or Allowed Interest, other than the Senior Secured Claims, in accordance with any contractual, legal, or equitable subordination relating thereto.

ARTICLE IV.

MEANS FOR IMPLEMENTATION OF THE PLAN

A. No Substantive Consolidation.

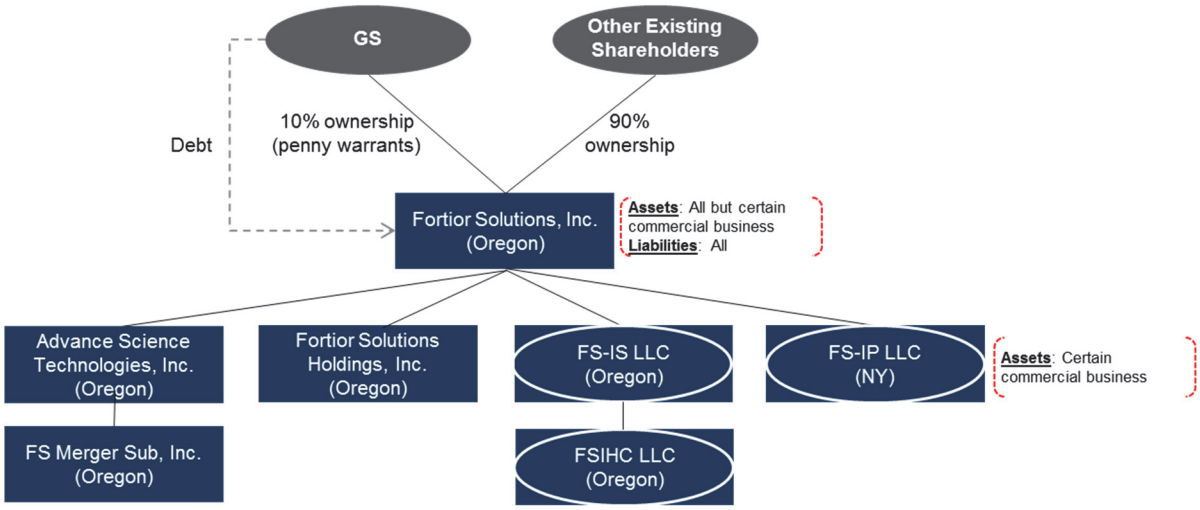
The Plan is a joint plan of reorganization of both Debtors. However, the Plan does not contemplate substantive consolidation of the Debtors, and for all purposes Claims against either Debtor, Interests in either Debtor, and assets of each Debtor, will remain separate. Each of the Debtors, and their separate corporate identities, shall remain in existence until the Effective Date, at which time FS-IP will merge into AST.

In the event the treatment of any Class will differ depending on the Debtor against whom the Class has Claims, or a Class respecting one Debtor otherwise requires separate treatment, the Claims in such Class shall be deemed divided into two subclasses, one with respect to each Debtor, with such subclasses treated as separate classes for voting and other purposes.

B. The Post-Petition Reorganization.

Prior to the Petition Date, the Debtors, along with their parent Fortior, commenced the solicitation of appropriate shareholder and other approvals in accordance with applicable nonbankruptcy law. Those approvals were obtained, certain affiliates were formed, including

Merger Sub, FS Holdings, and FSIHC, and certain assets owned by Fortior, not necessary to its continuing government contracting business, were transferred to AST. After such steps, as of the Petition Date the structure of the Debtors and their Affiliates is as follows:



The Chapter 11 Cases are designed to consummate the restructuring of the Debtors' businesses (the "***Post-Petition Reorganization***"). In the Post-Petition Reorganization, subject to the occurrence of the Effective Date:

(a) Fortior and Merger Sub will merge, with Fortior the surviving entity, becoming a wholly-owned subsidiary of AST. Pursuant to the Consummation of the other Post-Petition Reorganization steps below, Fortior shareholders, excluding the Secured Lender Affiliate Shareholder, will be deemed to receive merger consideration in the form of shares of AST in exchange for their interests in Fortior, with each such shareholder being deemed to have received equity in AST in the same proportion (and with the same preferences and other terms) as it currently holds equity in Fortior. The Secured Lender Affiliate Shareholder shall receive its portion of the merger consideration as described above in the form of actually issued shares of AST.

(b) Fortior will convert under Oregon law to an Oregon limited liability company, Fortior Solutions, LLC.

(c) In exchange for all of the interests in FS Holdings, FS-IS, and FS-IP, AST will transfer its 100% ownership of Fortior (now Fortior Solutions, LLC) to FS-IS (and FS-IS will contribute Fortior to FSIHC).

(d) The Claims of the Senior Secured Lenders against Fortior and the Debtors will be restructured as follows: (1) the direct obligations owing by Fortior under the Senior Secured Loan Documents will be reduced to $20 million in principal, plus all interest, fees, costs and other charges accruing from and after the Effective Date, all guaranteed by FSIHC as provided herein (such obligations, the "***Restructured Fortior Obligations***"); and (2) the remainder of the Class 3 Allowed Claims will be deemed to be direct obligations of AST under the Senior Secured Loan Documents (the "***AST Obligations***") and may be contributed to the capital of AST as described above in respect of Class 3 treatment. For the avoidance of doubt, pursuant to documentation in form and substance reasonably acceptable to AST, Fortior and the Administrative Agent, (i) Fortior will not have any obligations in respect of the obligations under the Senior Secured Loan Documents other than the Restructured Fortior Obligations and will not be an obligor or guarantor in respect of the AST Obligations; (ii) AST will not have any obligations in respect of the Senior Secured Loan Documents other than as described in subclause (2) and will not be an obligor or guarantor in respect of the Restructured Fortior Obligations; and (iii) FS-IP will not have any obligations in respect of the Senior Secured Loan Documents and will not be an obligor or guarantor in respect of the Restructured Fortior Obligations.

(e) FS-IS will transfer to FS Holdings 75% of the equity in FSIHC, subject to the rights of the LTIP in up to 10% of the value of FSIHC. FSIHC will continue to be the owner of all of the equity of Fortior (now Fortior Solutions, LLC).

(f) FS-IS will merge into AST, which after the transfers and deemed equity exchange described above will own 25% of FSIHC. FSIHC will continue to be the owner of all of the equity of Fortior (now Fortior Solutions, LLC). FS-IP will merge with and into AST, with AST as the surviving entity. AST will amend its charter to prohibit the issuance of nonvoting equity securities.

(g) The AST shareholders (formerly the Fortior shareholders), other than the Secured Lender Affiliate Shareholder, will exchange their Reorganization Interests in AST, deemed to have been distributed to such shareholders as described in clause (a) above, for 100% of the equity of FS Holdings. In such exchange, each AST shareholder other than the Secured Lender Affiliate Shareholder will receive equity in FS Holdings in the same proportion (excluding the equity in AST held by the Secured Lender Affiliate Shareholder), and with the same preferences and other terms, as it was entitled to hold in AST. The Secured Lender Affiliate Shareholder will retain its shareholdings in AST.

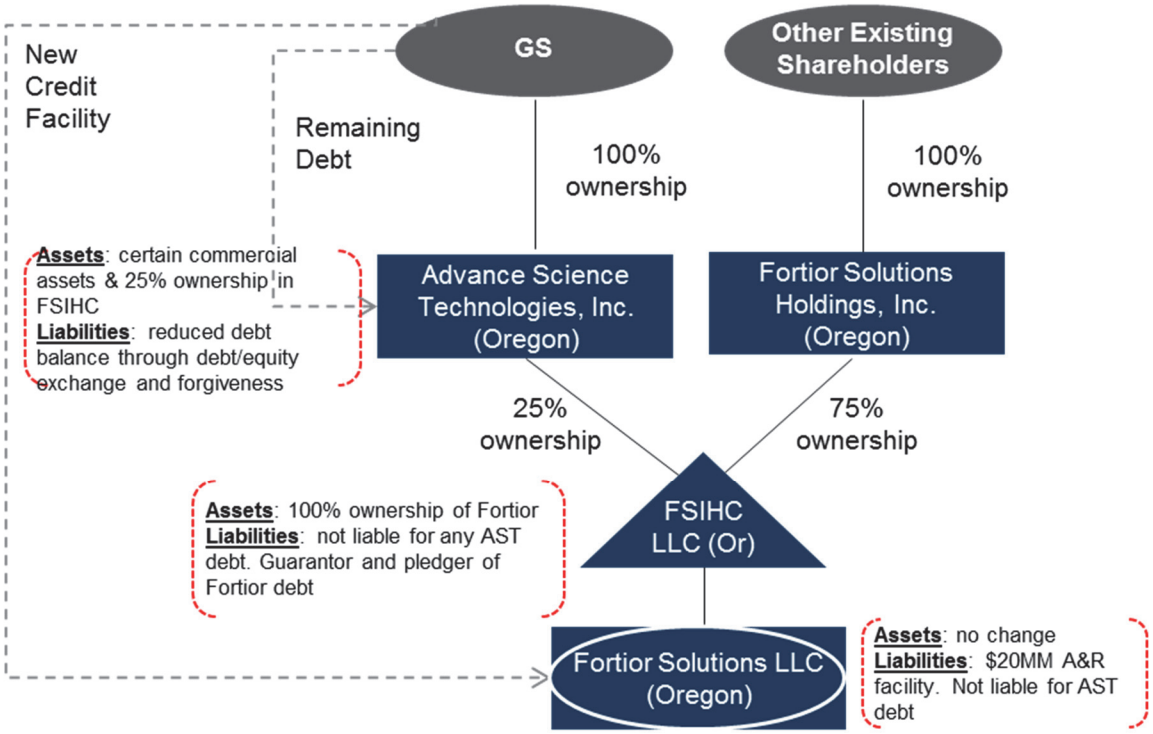
(h) AST, FS Holdings (and LTIP as applicable) will execute an Amended and Restated Limited Liability Company Agreement for FSIHC, providing FS Holdings (and thus indirectly the current Fortior shareholders) with control of FSIHC (and thus indirectly Fortior), subject to certain rights of Reorganized AST respecting certain Major Decisions as defined therein.

(i) FSIHC will guarantee the Restructured Fortior Obligations and will pledge all or

substantially all of its assets, including 100% of its equity in Fortior, to the Administrative Agent for the benefit of the Senior Secured Lenders as security for such guaranty.

(j) Except to the extent the Senior Secured Lenders elect to contribute a portion of the Class 3 Allowed Claims to the capital of AST, the holders of the AST Obligations will receive their portion of the Reorganization Interests in AST and proceeds of (or deemed exchange for) the Exit Financing, in each case as contemplated by Section III.B.3 (Class 3 treatment), subject to the shares issued to the Secured Lender Affiliate Shareholder and as otherwise may be agreed upon among the Class 3 Holders and the Secured Lender Affiliate Shareholder.

All of such steps will be completed in the order described above, essentially simultaneously at the Effective Date of the Plan. After completion of the Post-Petition Reorganization, on and after the Effective Date the structure of the Reorganized Debtors and their Affiliates will be as follows:



All such steps may include (but shall not be limited to): (1) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of applicable law and any other terms to which the applicable Entities may agree; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable parties agree; (3) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution pursuant to applicable state or provincial law; (4) subject to the terms of the Cash Collateral Orders and the Restructuring Support Agreement, taking all actions that the Debtors,

in consultation with the Administrative Agent, reasonably determine are necessary or appropriate to implement such transaction(s) or reorganization; and (5) making any filings or recordings that may be required by applicable law in connection with the Plan.

C. Sources of Consideration for Plan Distributions.

On the Effective Date, subject to the terms of the Exit Financing Documents and the Plan, the Exit Financing Agent will arrange for the Exit Financing in an amount the Exit Financing Lenders deem sufficient to fund the cash needs of the Debtors at the Effective Date and the ongoing needs of the Reorganized Debtors.

D. Vesting of Assets in the Reorganized Debtors.

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan, on the Effective Date, all property in each Estate and any property acquired by any of the Debtors pursuant to the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances (except for Liens securing obligations under the Exit Financing Documents and the Liens securing obligations on account of Other Secured Claims that are Reinstated pursuant to the Plan, if any). On and after the Effective Date, except as otherwise provided in the Plan, the Reorganized Debtors may operate their business and may use, acquire, or dispose of property without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. In no event shall the Reorganized Debtors be, or be deemed to be, successors to the government contracting business operated by Fortior.

1. Directors, Managers, and Officers of the Reorganized Debtors.

As of the Effective Date, the officers, directors, and managers of the Reorganized Debtors shall be selected and appointed pursuant to resolutions adopted by the Reorganized

Debtors with the consent of the Exit Financing Agent, in accordance with law, which officers, directors, and managers shall be identified in the Plan Supplement. Each such officer, director, and manager shall serve from and after the Effective Date pursuant to the terms of such resolutions and other constituent documents of the Reorganized Debtors.

2. Section 1145 Exemption.

The equity interests in AST and FS Holdings, respectively (collectively, the "***Reorganization Interests***"), will be offered, issued and distributed as contemplated by the Plan, including in connection with the Step One Merger, without registration under the Securities Act or any other otherwise applicable United States, state or local law, in reliance upon section 1145 of the Bankruptcy Code. The Reorganization Interests (a) are not "restricted securities" (as defined in rule 144(a)(3) under the Securities Act) and (b) except as may be limited by applicable bylaws or other corporate documents are freely tradable and transferable by any initial recipient thereof that (w) is not an "affiliate" of the Reorganized Debtors (as defined in rule 144(a)(1) under the Securities Act); (x) has not been such an "affiliate" within 90 days of such transfer; (y) has not acquired the Reorganization Interests from an "affiliate" within one year of such transfer; and (z) is not an entity that is an "underwriter" as defined in section 1145(b) of the Bankruptcy Code.

E. General Settlement of Claims and Interests.

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, on the Effective Date, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, and controversies resolved pursuant to the Plan.

F. Corporate Existence.

Except as otherwise provided in the Plan, each Debtor and each Affiliate of the Debtors, as restructured or reorganized pursuant to the Plan, shall continue to exist after the Effective Date as a separate corporate entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor or Affiliate of a Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and by-laws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and by-laws (or other formation documents) are amended under or in connection with the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law).

G. Cancellation of Existing Securities and Agreements.

On the Effective Date, except to the extent otherwise provided in the Plan, all notes, instruments, certificates, and other documents evidencing Claims or Interests, including the Senior Secured Claims and equity interests in Fortior, shall be deemed cancelled and surrendered without any need for a Holder to take further action with respect thereto and the obligations of the Debtors or Reorganized Debtors, as applicable, thereunder or in any way related thereto shall be deemed satisfied in full and discharged; *provided*, *however*, that notwithstanding Confirmation or Consummation, any such agreement that governs the rights of the Holder of a Claim shall continue in effect solely for purposes of allowing Holders to receive distributions under the Plan; *provided further*, *however*, that the preceding proviso shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order, or the

Plan, or result in any expense or liability to the Debtors or Reorganized Debtors, as applicable.

H. Corporate Action.

Upon the Effective Date, all actions contemplated under the Plan shall be deemed authorized and approved in all respects, including: (1) selection of the directors, managers, and officers for the Reorganized Debtors; (2) the Exit Financing; (3) the issuance of the Reorganized AST, FSIHC, and FS Holding Reorganization Interests; and (4) all other actions contemplated under the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtors, the Reorganized Debtors, or their Affiliates, and any corporate action required by the Debtors, the Reorganized Debtors, or their Affiliates in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, managers, or officers of the Debtors, the Reorganized Debtors, or their Affiliates. The authorizations and approvals contemplated by this Section shall be effective notwithstanding any requirements under nonbankruptcy law.

I. Effectuating Documents; Further Transactions.

On and after the Effective Date, and prior thereto as may be necessary, the appropriate officers and managers of the Debtors and the Reorganized Debtors, as applicable, shall be authorized and directed to issue, execute, deliver, file and/or record the contracts, agreements, documents, securities, releases and other instruments contemplated under the Plan, or necessary or desirable to effect the transactions contemplated under the Plan, in the name of and on behalf of the Reorganized Debtors, including the Exit Financing and any and all other agreements, documents, securities, and instruments relating to the foregoing, and to take such other actions as may be necessary or appropriate to effectuate, implement, and further fulfill the terms and conditions of the Plan, without the need for any approvals, authorization, or consents except for

those expressly required pursuant to the Plan.

J. Section 1146 Exemption.

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property or Interests pursuant to the Plan, including the recording of any amendments to such transfers, or any new mortgages or liens placed on the property in connection with such transfers, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment.

K. Preservation of Causes of Action.

In accordance with section 1123(b) of the Bankruptcy Code, but subject to Article VIII of the Plan and subject to the following provisions of this Section, the Reorganized Debtors retain all rights of the Debtors to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, and the rights of the Debtors and Reorganized Debtors to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date.

Notwithstanding the foregoing, the Causes of Action released by the Debtors pursuant to the releases and exculpations contained in the Plan, including in Article VIII, are released and waived by the Debtors and Reorganized Debtors as of the Effective Date.

No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication

that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action against it. The Debtors or the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan. Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled pursuant to the Plan or a Final Order, the Debtors and Reorganized Debtors expressly reserve all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

ARTICLE V.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases.

Except as otherwise provided herein, all Executory Contracts and Unexpired Leases will be deemed assumed in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, unless such Executory Contracts or Unexpired Leases (1) previously were assumed, assumed and assigned, or rejected by the Debtors; or (2) are the subject of a motion that is pending on the Effective Date to assume, assume and assign, or reject Executory Contracts or Unexpired Leases; or (3) are listed in the Rejected Executory Contract and Unexpired Lease List. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, subject to the occurrence of the Effective Date, of the assumption, pursuant to section 365(a) of the Bankruptcy Code, of the Executory Contracts and Unexpired Leases other than those identified in clauses (1) through (3) of the preceding sentence, and shall constitute the

Bankruptcy Court's approval of the rejection, on the Effective Date, of the Executory Contracts and Unexpired Leases identified on the Rejected Executory Contract and Unexpired Lease List. Any motions to assume or assume and assign Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date by a Final Order. Each Executory Contract and Unexpired Lease assumed or assumed and assigned pursuant to this Section or by any order of the Bankruptcy Court, which has not been assigned to a third party prior to the Effective Date, shall revest in and be fully enforceable by the Debtors or the Reorganized Debtors, as applicable, in accordance with its terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption.

B. Claims Based on Rejection of Executory Contracts and Unexpired Leases.

Unless otherwise provided by a Bankruptcy Court order, in the event any Executory Contract or Unexpired Lease is rejected, pursuant to the Plan or otherwise, a proof of claim must be Filed no later than thirty (30) days after the entry of an order approving such rejection, provided that a proof of claim relating to any Executory Contract or Unexpired Lease rejected pursuant to the provisions of Section V-A shall be Filed no later than thirty (30) days after the Confirmation Date. In addition, any objection to the rejection under Section V-A of an Executory Contract or Unexpired Lease must be Filed with the Bankruptcy Court and served on the Notice Parties on or before the later of (i) two Business Days prior to the commencement of the Confirmation Hearing and (ii) five (5) Business Days following receipt of notice of such proposed rejection. Any such objection will be scheduled to be heard by the Bankruptcy Court as part of the Confirmation Hearing or as soon as reasonably practicable thereafter as the Court may order.

C. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Allowed Cure Claim in Cash on the Effective Date or in the ordinary course of business, subject to the limitation described below, or on such other terms as the parties to such Executory Contract or Unexpired Lease may otherwise agree.

The Plan Supplement shall contain a schedule of Executory Contracts and Unexpired Leases proposed to be assumed, or assumed and assigned, and the proposed cure amounts, which schedule shall also be served on the applicable counterparties to such Executory Contracts and Unexpired Leases, along with a description of the procedures for objecting thereto and resolution of disputes by the Bankruptcy Court. Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related cure amount must be Filed with the Bankruptcy Court and served on the Notice Parties on or before the later of (i) two Business Days prior to the commencement of the Confirmation Hearing and (ii) five (5) Business Days following receipt of notice of such proposed assumption or assumption and assignment. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption, assumption and assignment, and/or related cure amount will be deemed to have assented to such assumption or cure amount. Any such objection will be scheduled to be heard by the Bankruptcy Court as part of the Confirmation Hearing or as soon as reasonably practicable thereafter as the Court may order.

In the event of a dispute regarding: (1) the amount of any Cure Claim; (2) the ability of the Debtors or the Reorganized Debtors to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or

Unexpired Lease to be assumed; or (3) any other matter pertaining to assumption, the Allowed Cure Claim shall be paid reasonably promptly following the entry of a Final Order resolving the dispute and approving the assumption.

Assumption, rejection, or assumption and assignment, as applicable, of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed or assumed and assigned Executory Contract or Unexpired Lease at any time prior to the effective date of assumption.

D. Insurance Policies.

Each of the Debtors' insurance policies and any agreements, documents, or instruments relating thereto, are treated as Executory Contracts under the Plan. Unless otherwise provided in the Plan or the Confirmation Order, on the Effective Date the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims. The Reorganized Debtors are (if they have not already done so) authorized to purchase and maintain directors, officers, managers, and employee liability tail coverage for appropriate periods following the Effective Date on such terms and with coverage determined by the Reorganized Debtors.

E. Modifications, Amendments, Supplements, Restatements, or Other Agreements.

Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed or assumed and assigned, as applicable, shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all Executory Contracts and Unexpired Leases related thereto,

if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan.

Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

F. Reservation of Rights.

Nothing contained in the Plan, including identification in the Rejected Executory Contract and Unexpired Lease List, shall constitute an admission by the Debtors that any contract or lease is in fact an Executory Contract or Unexpired Lease subject to assumption or rejection pursuant to section 365(a) of the Bankruptcy Code, or that any of the Reorganized Debtors has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Reorganized Debtors, as applicable, shall have 30 days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease, if necessary.

G. Nonoccurrence of Effective Date.

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code, unless such deadline(s) have expired.

H. Contracts and Leases Entered Into After the Petition Date.

Contracts and leases entered into after the Petition Date by any Debtor shall be assumed

or rejected by such Debtor in accordance with the Plan.

ARTICLE VI.

PROVISIONS GOVERNING DISTRIBUTIONS

A. General.

All distributions under the Plan to Holders of Allowed Claims and Interests shall be made by the Debtors or Reorganized Debtors, as applicable.

B. Undeliverable or Unclaimed Distributions.

In the event that a distribution to any Holder is returned as undeliverable, no distribution to such Holder shall be made unless and until the Reorganized Debtors have determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; *provided*, *however*, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one year from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtors, automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder to such property or interest in property shall be discharged and forever barred.

C. Compliance with Tax Requirements.

In connection with the Plan, to the extent applicable, the Reorganized Debtors shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including withholding distributions

pending receipt of information necessary or appropriate to facilitate such distributions or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, liens, and encumbrances.

D. Allocations.

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest.

E. Estimation.

The Debtors or Reorganized Debtors may, at any time, request that the Court estimate any Disputed Claim pursuant to Section 502(c) of the Bankruptcy Code for some, any or all purposes, including as an Allowed amount, the amount required for any reserve, or a maximum limitation, as the Court may determine.

F. Postpetition Interest on Claims.

Postpetition interest shall ~~not~~ accrue and be paid on Allowed Claims from and after the Petition Date on all such Claims, at the rate specified in the applicable contract or, if no such rate is specified, at the Federal judgment rate.

G. Setoffs and Recoupment.

The Debtors and the Reorganized Debtors may, but shall not be required to, setoff against or recoup from any Claims of any nature whatsoever that the Debtors may have against the Holder of any such Claim, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any

such Claim it may have against the Holder of such Claim.

ARTICLE VII.

PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

A. No Necessity for Filing Proofs of Claim or Interest.

It shall not be necessary for the Holder of any Claim or Interest against the Debtors to File a proof of such Claim or Interest.

B. Disputed Claims.

Disputed Claims shall not be entitled to any Plan distributions unless and until such Claims become Allowed Claims.

C. Objections to Claims and Interests.

Unless a different time is set by an order of the Bankruptcy Court or otherwise established pursuant to the Plan, at the option of the Reorganized Debtors objections to Claims and Interests may be resolved pursuant to applicable nonbankruptcy law, or may be resolved by the Bankruptcy Court pursuant to claims objections Filed with the Bankruptcy Court at any time; *provided* that no such objection may be Filed with respect to any Claim or Interest after a Final Order has been entered Allowing such Claim or Interest.

D. Compromises and Settlements.

From and after the Effective Date, and without any further approval by the Bankruptcy Court, the Reorganized Debtors may compromise and settle all Claims and Causes of Action.

E. Distributions After Allowance.

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions shall be made to the Holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as practicable after the date that the order or judgment of the Bankruptcy Court

allowing any Disputed Claim becomes a Final Order, the Reorganized Debtors shall provide to the Holder of such Claim the distribution (if any) to which such Holder is entitled under the Plan as of such time, without interest.

ARTICLE VIII.

SETTLEMENT, RELEASE, EXCULPATION, INJUNCTION, AND RELATED PROVISIONS

A. Discharge of Claims and Termination of Interests.

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, whether known or unknown, including any interest accrued on Claims or Interests from and after the Petition Date, regardless of whether any such property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability that arises from employment or termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code. Any default by the Debtors or their Affiliates with respect to any Claim or Interest that existed immediately prior to or on account of the filing of the Chapter 11 Cases shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Effective Date. Notwithstanding anything to the

contrary in the Plan, including this section, the Liens of the Senior Secured Lenders shall be replaced by liens granted under the Exit Financing Documents, and the terms of the Plan and such replacement liens shall not be discharged under the Plan, without the necessity of any further filings, recordation, perfection or other steps, *provided that* nothing shall preclude the Exit Financing Lenders from undertaking any such further filings, recordation, perfection or other steps.

B. Release of Liens.

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors and their successors and assigns in accordance with the Plan.

C. Releases by the Debtors.

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, on and after the Effective Date, each Released Party is deemed released by the Debtors, the Estates, and the Reorganized Debtors from any and all claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted on behalf of the Debtors or the Reorganized Debtors, as applicable, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, the Estates, or the Reorganized Debtors would have been legally entitled to assert in their own right (whether individually or collectively), or on

behalf of the Holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Chapter 11 Cases, the Senior Secured Loan, the Cash Collateral Orders, the business or contractual arrangements between any Debtor and any Released Party, 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 Released Party that constitutes fraud, willful misconduct or gross negligence by a Released Party, as determined by a Final Order. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release 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.

D. Releases by Holders of Claims and Interests.

As of the Effective Date, except as otherwise provided in the Plan, the Releasing Parties are deemed to have released the Debtors, the Estates, the Reorganized Debtors, and the Released Parties from any and all claims, counterclaims, interests, obligations, rights, suits, damages, losses, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims asserted on behalf of the Debtors or Reorganized Debtors, as applicable, 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 Debtors, the Debtors' restructuring, the Chapter 11 Cases, the

purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, 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 Debtor and any Released Party, 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 Released Party that constitutes fraud, willful misconduct or gross negligence by a Released Party, as determined by a Final Order.

Notwithstanding anything to the contrary in this Plan or the Confirmation Order, (a) the releases set forth above do not release 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 the Senior Secured Lenders and related parties as Releasing Parties, 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) such release shall include the obligations under the Senior Secured Loan Documents otherwise due and payable in excess of the $20 million of indebtedness described as remaining obligations of Fortior pursuant to the Post-Petition

Reorganization; (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 Senior Secured Lender, its Affiliates or related Releasing Parties 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 Released Party has with any Senior Secured Lenders or its Affiliates or related Releasing Parties or other banking, investment, financing or other relationship or arrangement between any Released Party and any Senior Secured Lender, its Affiliates or related Releasing Parties. Any assignment prior to the Effective Date by any Released Party of any Cause of Action, claim or other item described as released above shall be null and void and of no force or effect.

E. Exculpation.

Except as otherwise specifically provided in the Plan, each Debtor, each Reorganized Debtor, each Estate, and each Released Party is hereby released and exculpated from any claim, obligation, Cause of Action, or liability for any Exculpated Claim, except to the extent such claim, obligation, Cause of Action, or liability arises from the fraud, willful misconduct or gross negligence of such Released Party, as determined in a Final Order. The Debtors, the Reorganized Debtors, the Estates, and the Released Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with applicable law with regard to the restructuring of Claims and Interests in the Chapter 11 Cases and in connection with the steps preparatory to the Post-Petition Reorganization, the negotiation, formulation, or preparation of any agreements,

instruments, or other documents contemplated by, relating to or in connection with the Plan, and the solicitation and distribution of the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

F. Injunction.

Except as otherwise expressly provided in the Plan or Confirmation Order or for obligations issued or required to be paid pursuant to the Plan, all Entities who have held, hold, or may hold claims or interests that have been discharged pursuant to Section VIII.A, released pursuant to Section VIII.B, VIII.C or VIII.D of the Plan, or are subject to exculpation pursuant to Section VIII.E of the Plan, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such Entity has prior to the Confirmation Hearing timely asserted such setoff right in a document Filed with the Bankruptcy Court explicitly

preserving such setoff, and notwithstanding an indication of a claim or interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

G. No Successorship.

Without limiting the generality of any of the releases or exculpations set forth in this Article VIII, neither AST nor FS-IP is, and neither shall be deemed to be, a successor to Fortior in any respect, whether on account of any of the transactions or events described in or undertaken pursuant to this Plan, any of the steps preparatory thereto, or any other circumstances. The Proposed Confirmation Order Findings of Fact and Conclusions of Law shall so provide.

H. Preservation of Insurance Rights.

The Debtors' discharge and release from Claims as provided herein shall not diminish or impair the enforceability of any insurance policy that may provide coverage for Claims against the Debtors, the Reorganized Debtors, their current and former directors and officers, or any other Person.

I. Protections Against Discriminatory Treatment.

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the United States Constitution, no Entity, including a Governmental Unit, shall discriminate against the Reorganized Debtors or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, or discriminate with respect to such a grant against, the Reorganized Debtors, or another Entity with whom the Reorganized Debtors have been associated, solely because a Debtor has been a debtor under chapter 11 of the

Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

J. Setoffs.

Except as otherwise expressly provided for in the Plan, each Reorganized Debtor may, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law, or as may be agreed to by the Holder of a Claim, set off against any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), any claims, rights, and Causes of Action of any nature that such Debtor or Reorganized Debtor, as applicable, may hold against the Holder of such Allowed Claim, to the extent such claims, rights, or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); *provided*, *however*, that neither the failure to effect such a setoff nor the allowance of any Claim pursuant to the Plan shall constitute a waiver or release by such Reorganized Debtor of any such claims, rights, and Causes of Action that such Reorganized Debtor may possess against such Holder.

K. Recoupment.

In no event shall any Holder of Claims or Interests be entitled to recoup any Claim against any claim, right, or Cause of Action of the Debtors or the Reorganized Debtors, as applicable, unless (1) such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before the Confirmation Date or (2) such Claim or Interest is Reinstated under the Plan.

L. Subordination Rights.

The classification and treatment of all Claims and Interests under the Plan shall conform

to and with the respective contractual, legal, and equitable subordination rights of such Claims and Interests, and any such rights shall be settled, compromised, and released pursuant to the Plan.

M. Document Retention.

On and after the Effective Date, the Reorganized Debtors may maintain documents in accordance with the Debtors' standard document retention policy, as may be altered, amended, modified, or supplemented by the Reorganized Debtors.

ARTICLE IX.

EFFECT OF CONFIRMATION OF THE PLAN

Upon entry of the Confirmation Order, the Bankruptcy Court shall be deemed to have made and issued pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014, the Proposed Confirmation Order Findings of Fact and Conclusions of Law. Thereafter, the Plan shall be binding and effective against all Entities and parties in interest in the Chapter 11 Cases in accordance with its terms and in accordance with applicable law.

ARTICLE X.

CONDITIONS PRECEDENT TO CONSUMMATION OF THE PLAN

A. Conditions Precedent to the Effective Date.

It shall be a condition to the Effective Date that the following conditions shall have been satisfied or waived pursuant to the provisions of Section X.B of the Plan:

i) the Confirmation Order shall have been entered by the Bankruptcy Court in form and substance satisfactory to the Debtors and the Administrative Agent, in full force and effect, and not be subject to any stay or injunction;

ii) each of the steps and transactions described in the Post-Petition Reorganization shall have occurred in form, substance and manner satisfactory to the Debtors and Administrative Agent, and shall be and remain in full force and effect, not subject to any stay or injunction;

iii) all actions, documents, certificates, and agreements necessary or appropriate to implement the Plan, including documents contained in the Plan Supplement, shall have been effected or executed and delivered, as the case may be, to the required parties and, to the extent required, Filed with the applicable Governmental Units in accordance with applicable laws; and

iv) all authorizations, consents, regulatory approvals, rulings, or documents that are necessary or appropriate to implement and effectuate the Plan shall have been received.

B. Waiver of Conditions.

The conditions to Consummation set forth in this Article X of the Plan may be waived only by consent of the Debtors and the Administrative Agent. Such waiver may be effectuated without notice to or entry of an order of the Bankruptcy Court and without notice to any other parties in interest.

C. Effect of Failure of Conditions.

If Consummation does not occur on or prior to fifteen (15) days after the Confirmation Date, and in no event later than February 23, 2018 (which date may be extended by agreement between the Debtors and the Administrative Agent, with such extension evidenced by written notice Filed with the Bankruptcy Court), (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan, assumption, assumption and assignment, or rejection of Executory Contracts or Unexpired Leases effected under the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void;

and (3) nothing contained in the Plan or the Disclosure Statement shall: (a) constitute a waiver or release of any claims by the Debtors or any other party in interest; (b) prejudice in any manner the rights of the Debtors or any other party in interest; or (c) constitute an admission, acknowledgment, offer, or undertaking by the Debtors or any other party in interest.

ARTICLE XI.

MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

A. Modification and Amendments.

Except as otherwise provided in the Plan or the Restructuring Support Agreement, the Debtors reserve the right to modify the Plan, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan and the Restructuring Support Agreement, each of the Debtors expressly reserves its respective rights to exercise its reasonable discretion to revoke or withdraw, or to alter, amend, or modify the Plan with respect to such Debtor, one or more times, after Confirmation, and, to the extent necessary or appropriate may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary or appropriate to carry out the purposes and intent of the Plan. Any such revocation, withdrawal, alteration, amendment, modification, or supplement contemplated by this section shall be in form and substance acceptable to the Administrative Agent and otherwise in accordance with the Restructuring Support Agreement. Additionally, any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with this Article XI.

B. Effect of Confirmation on Modifications.

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of Plan.

The Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to file subsequent plans of reorganization, in each case in accordance with the Restructuring Support Agreement. If the Debtors revoke or withdraw the Plan in accordance with the terms of the Plan and the Restructuring Support Agreement, or if Confirmation or Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan, assumption, assumption and assignment, or rejection of Executory Contracts or Unexpired Leases effected under the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan or Disclosure Statement shall: (a) constitute a waiver or release of any claims by the Debtors or any other party in interest; (b) prejudice in any manner the rights of the Debtors or any other party in interest; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors or any other party in interest.

ARTICLE XII.

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code to the extent provided under applicable law,

including jurisdiction to:

i) allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Interests;

ii) decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;

iii) resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cure Claims pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed or assumed and assigned; and (c) any dispute regarding whether a contract or lease is or was executory or expired;

iv) ensure that distributions to Holders of Allowed Claims and Allowed Interests are accomplished pursuant to the provisions of the Plan;

v) enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement;

vi) issue injunctions, enter and implement other orders, or take such other actions as may be necessary to restrain interference by any Entity with Consummation or enforcement of the Plan;

vii) determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with or contemplated by the Plan or the Disclosure Statement;

viii) enter a final decree concluding or closing the Chapter 11 Cases;

ix) consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

x) determine requests for the payment of Claims entitled to priority pursuant to section 507 of the Bankruptcy Code;

xi) hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;

xii) hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions and releases granted in the Plan, including under Article VIII of the Plan;

xiii) enforce all orders previously entered by the Bankruptcy Court; and

xiv) hear any other matter not inconsistent with the Bankruptcy Code; provided,

however, that the Bankruptcy Court will not retain exclusive jurisdiction in respect of any matters arising under or related to the Exit Financing Documents.

ARTICLE XIII.

MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect.

Subject to Section X.A of the Plan and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, as of the Effective Date, the terms of the Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests, as applicable, have, or are deemed to have, accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

B. Additional Documents.

On or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents, which agreements and other documents shall be in form and substance acceptable to the Administrative Agent and otherwise in accordance with the Restructuring Support Agreement, as may be necessary to effectuate and further evidence the terms and conditions of the Plan. The Debtors or the Reorganized Debtors, as applicable, and all Holders of Claims and Interests receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

C. Payment of Statutory Fees.

All fees payable pursuant to section 1930(a) of the Judicial Code, as determined (if necessary) by the Bankruptcy Court after notice and a hearing, shall be paid by the Reorganized Debtors for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.

D. Reservation of Rights.

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order.

E. Successors and Assigns.

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, affiliate, officer, director, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

F. Notices.

To be effective, all notices, requests, and demands relating to this Plan shall be in writing (including by facsimile or other recognized electronic transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered as evidenced by the delivery receipt customary for such means of transmission, addressed as follows:

if to the Debtors, to:

Fortior Solutions, LLC
5800 NW Pinefarm Place
Hillsboro, Oregon 97124
Attn: Sean Sullivan, Chief Financial Officer
Attn: Katherine Cowan, General Counsel and Secretary
Email: SSullivan@FortiorSolutions.com
KCowan@FortiorSolutions.com

with copies to:

Perkins Coie LLP
1201 Third Avenue, Suite 4900
Seattle, Washington 98101
Attn: Alan D. Smith
Attn: Schuyler G. Carroll
Facsimile: (206) 359-9410
Facsimile: (212) 977-1635
Email: ADSmith@PerkinsCoie.com
Email: SCarroll@PerkinsCoie.com

if to the Administrative Agent or the Exit Financing Agent, to:

Goldman Sachs Specialty Lending Group, L.P.
6011 Connection Drive
Irving, Texas 75039
Attn.: SureID Account Manager
Attn.: GSSLG In-House Counsel
Facsimile: (646) 769-5010
Email: doug.daniels@gs.com

with copies to:

Goldberg Kohn Ltd.
55 East Monroe, Suite 3300
Chicago, Illinois 60603
Attn: Randall Klein
Facsimile: (312) 863-7474
Email: Randall.Klein@Goldbergkohn.com

if to the United States Trustee, to:

Office of the U.S. Trustee for Region 2
U.S. Federal Office Building
201 Varick Street, Suite 1006
New York, NY 10014
Attn: Shannon Scott
Attn: Greg Zipes
Facsimile: (212) 668-2255
Email: Shannon.Scott2@usdoj.gov
Email: Greg.Zipes@usdoj.gov

After the Effective Date, the Debtors have authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entity must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

G. Term of Injunctions or Stays.

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

H. Entire Agreement.

Except as otherwise indicated, the Plan and the Plan Supplement, as they may be modified or supplemented by the Confirmation Order, subject to the consent of the Administrative Agent as appropriate, supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan and Confirmation Order.

I. Exhibits.

All exhibits and documents included in the Plan Supplement, or otherwise Filed with the Bankruptcy Court, are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Bankruptcy Court's electronic case filing website, https://ecf.nysb.uscourts.gov/cgi-bin/login.pl .

J. Nonseverability of Plan Provisions.

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the Debtors' and Administrative Agent's consent; and (3) nonseverable and mutually dependent.

K. Votes Solicited in Good Faith.

Upon entry of the Confirmation Order, in accordance with the Proposed Confirmation Findings of Fact and Conclusions of Law, the Debtors will be deemed to have solicited votes on

the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and each of their respective Affiliates, and each of Debtors' and their respective Affiliates' agents, representatives, members, principals, shareholders, officers, directors, managers, managing directors, members, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the transactions contemplated by the Plan, including any offer, issuance, sale, and purchase of securities offered and sold thereunder, and, therefore, neither any of such parties or individuals nor the Reorganized Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of securities offered and sold thereunder.

L. Closing of Chapter 11 Cases.

The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

M. Conflicts.

Except as set forth in the Plan, to the extent that any provision of the Disclosure Statement, the Plan Supplement, or any other order (other than the Confirmation Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, the Plan shall govern and control.

Dated: February 2, 2018
New York, New York

Respectfully submitted,
ADVANCE SCIENCE TECHNOLOGIES, INC.
FS-IP LLC

/s/ James Robell
By James Robell, President

Submitted by:

/s/ Schuyler G. Carroll

Schuyler G. Carroll
Alan D. Smith (*pro hac vice*)
PERKINS COIE LLP
30 Rockefeller Center, 22nd Floor
New York, NY 10112-0085
Telephone: 212.262.6900
Facsimile: 212.977.1649
Email: scarroll@perkinscoie.com
adsmith@perkinscoie.com

Counsel for Debtors-in-Possession

ADDENDUM TO PLAN

Letter from Fortior Solutions Holdings, Inc.

Fortior Solutions Holdings, Inc.
5800 NW Pinefarm Place
Hillsboro, Oregon 97124
December 29, 2017

TO:
Advance Science Technologies, Inc.; and
FS-IP, LLC

FROM:
Fortior Solutions Holdings, Inc.

This letter relates to the *Debtors' Joint Prepackaged Plan of Reorganization* dated December 29, 2017 (as it may be supplemented or amended from time to time, the "**Plan**"), to be filed and proposed by Advance Science Technologies, Inc., an Oregon corporation ("**AST**"), and FS-IP LLC, a New York limited liability company ("**FS-IP**"), as debtors-in-possession in jointly administered chapter 11 bankruptcy cases in the United States Bankruptcy Court for the Southern District of New York. Capitalized terms not otherwise defined in this letter retain the definitions given to them in the Plan.

Fortior Solutions Holdings, Inc., an Oregon corporation ("**FS Holdings**"), is a non-debtor sister company of debtors AST and FS-IP. Under Section III.B.7(b) of the Plan, upon the Effective Date of the Plan, FS Holdings will issue 100% of its equity shares to shareholders of SureID, Inc. (to be renamed Fortior Solutions, Inc.) as of the Record Date other than the Secured Lender Affiliate Shareholder, on account of such holders' ownership of AST equity shares. As provided in Section IV.B of the Plan, Fortior shareholders shall have been deemed to have been issued the AST equity in connection with the merger of Fortior and FS Merger Sub, Inc. pursuant to Section IV.B of the Plan. As a result, upon the Effective Date of the Plan, the former shareholders of Fortior will own 100% of the outstanding shares of FS Holdings. FS Holdings is a non-debtor affiliate participating in the Plan.

Pursuant to Section 1145(a) of the Bankruptcy Code, and in accordance with the no-action letter issued by the Securities and Exchange Commission on January 29, 1992 regarding the Lomas Financial Corporation, 1992 SEC No-Act. LEXIS 103, FS Holdings hereby agrees as follows:

1. Upon confirmation of the Plan, FS Holdings is obligated to issue 100% of its equity shares in accordance with the Plan and Confirmation Order.

2. FS Holdings hereby subjects itself to jurisdiction of the Bankruptcy Court for purposes of issuance of its equity shares in accordance with the Plan and Confirmation Order.

3. The Disclosure Statement includes information with respect the business and management of FS Holdings. From its recent formation through the date of this letter, FS Holdings has not had any operations. Accordingly, it does not have any historical financial statements or similar information to include in the Disclosure Statement. Nevertheless, FS Holdings, along with certain other non-debtor affiliates of the Debtors, have provided available historical financial information along with a pro forma balance sheet reflecting the post-Effective Date capital structure of FS Holdings.

4. By executing this letter FS Holdings confirms that it shall vote to accept the Plan and support the consummation of the Plan as a proponent of and participant in the Plan..

PARTICIPANT

FORTIOR SOLUTIONS HOLDINGS, INC.,
an Oregon corporation

By: /s/
Name: James Robell
Title: President and CEO