

**UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF INDIANA**

IN THE MATTER OF:	)	
	)	
MAXIMUS SUPPLY CHAIN HOLDINGS, LLC	)	CASE NO. 24-40167
MAXIMUS LOGISTICS SOLUTIONS, LLC	)	(Jointly Administered)
MAXIMUS TRANSPORT SYSTEMS, LLC	)	
MAXIMUS INDUSTRIES CORPORATION	)	
MAXIMUS LOGISTICS CORPORATION	)	
GC3 LOGISTICS, INC.	)	
GC3 WAREHOUSING LLC	)	
ACTION SCS LLC	)	
	)	
Debtors	)	

CHAPTER 11 PLAN OF REORGINZATION

This Plan is dated: December 16, 2025

Debtor submits the following Plan of Reorganization herein:

Definitions

The following terms, when used in the Plan, shall, unless the context otherwise requires, have the following meanings, respectively:

Allowed Amount or Allowed Claim shall mean:

a. with respect to any Administrative Claim, other than a Current Obligation, if the claim is based upon a fee application, the amount of such fee application that has been approved by a Final Order of the Bankruptcy Court; with respect to any current obligation, the amount of such claim that has been agreed to by the Debtors and such creditor, failing which, the amount thereof as fixed by a Final Order of the Bankruptcy Court;

b. with respect to a Tax Claim, the amount of such claim that has been agreed to by the Debtors and such creditor, failing which, the amount thereof as fixed by a Final Order of the Bankruptcy Court;

c. with respect to any Priority Claim, Secured Claim, Unsecured Claim, or Subordinated Claim, (I) if the holder of such claim has not filed proof thereof with the Bankruptcy Court within the applicable period of time fixed by the Bankruptcy Court pursuant to Rule 3003(c)(3) of the Bankruptcy Rules and a Final Order issued thereunder, the amount of such claim as listed in the Debtors' Schedules, as amended, as neither disputed, contingent or unliquidated or (ii) if the holder of such claim has filed proof thereof with the Bankruptcy Court within the applicable period of time fixed by the Bankruptcy Court pursuant to Rule 3003(c)(3) of the Bankruptcy Rules and a Final Order issued thereunder, (1) the amount stated in such proof if no objection to such Proof of Claim was interposed within applicable period of time fixed by the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court, or (2) the amount thereof as fixed by Final Order of the Bankruptcy Court if an objection to such proof was interposed within the applicable period of time fixed by the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court.

Allowed Claim: shall mean any claim for which an Allowed Amount has been determined.

Ballot Date. shall mean the date set by the Bankruptcy Court as the last date for timely submission by a creditor or interest holder of a ballot accepting or rejecting the Plan.

Chapter 7: Chapter 7 of the United States Bankruptcy Code.

Chapter 11: Chapter 11 of the United States Bankruptcy Code.

Claim. shall mean:

a. a right to payment from the Debtors, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or

b. a right existing or deemed to exist as at the filing date as against the Debtors to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

Confirmation Deposit Account: "Confirmation Deposit Account" shall mean a separate account into which the Debtors make payment prior to Confirmation of the Plan for payments to Classes provided in the Plan.

Confirmation of the Plan: The entry by the Court of an Order Confirming the Plan in accordance with Chapter 11 of the United States Bankruptcy Code.

Consummation of the Plan: The commencement of payments provided for in the Plan.

Court: The United States Bankruptcy Court for the Northern District of Indiana, Fort Wayne Division, acting in this case.

Current Obligations: “Current Obligations” shall mean any accounts payable or other claims, liabilities or obligations of the Debtors which arose or accrued in the ordinary course of business between the filing date and the confirmation date (excluding interest, penalties, costs, assessments, or other charges incurred or accruing during the Chapter 11 case on any claim which arose before the filing date) which obligations of the Debtors arose or shall arise in the ordinary course of the Debtors’ business between the filing date and the confirmation date and any post-confirmation amounts as referenced in Article V. Means for Execution of Plan and including professional, U.S. Trustee and Disbursing Agent Fees and Expenses

Debtor: Maximus Supply Chain Holdings, LLC; Maximus Transport Systems, LLC; Maximus Logistics Corporation; Maximus Industries Corporation; Maximus Logistics Solutions, LLC; Action SCS, LLC; GC3 Logistics, LLC; and GC3 Warehousing, LLC, as debtors and debtors-in-possession (each a “Debtor”; collectively, the “Debtors” or “Maximus Group

Disbursing Agent: The Disbursing Agent shall be Dusty Roach, Esq., a Chapter 7, Bankruptcy Trustee, or such other person who may be appointed as successor by the Debtor.

Disbursing Agent’s Fee: The Disbursing Agent’s Fee shall mean the expenses and fees of the Disbursing Agent which shall be computed as the total of the cost of mailing payments pursuant to the Plan (*e.g.*, postage, copies, envelopes) plus five percent (3.0%) of the disbursed amount.

Disclosure Statement: “Disclosure Statement” shall mean the Disclosure Statement filed on behalf of the Debtors pursuant to § 1125 of the Bankruptcy Code in aid of confirmation of the Plan, as may be amended, modified or supplemented.

Disputed Claim: “Disputed Claim” shall mean any claim or any portion thereof (including any fee claim but excluding all allowed claims):

a. which is scheduled in the Debtors’ Amended Schedules as being disputed, contingent or unliquidated; or

b. as to which (I) a proof of claim has timely being filed, (ii) an objection has been timely filed by or on behalf of the Debtors or any other party in interest and not withdrawn, and (iii) no Final Order exists allowing or disallowing such claim or portion thereof.

In the event that any part of a claim is disputed, such claim in its entirety shall be deemed a disputed claim for purposes of distribution under the Plan, unless the Debtors and the holder thereof otherwise agree.

Effective Date. The date upon which the Order of Confirmation of the Plan becomes final and non-appealable.

Filing Date: June 22, 2024, the date of filing of the Debtor's Petition for Relief under Chapter 11.

Final Order: An order or judgment of the Court (I) as to which the time for appeal has expired and no appeal was filed timely or if an appeal has been filed no stay has been issued or (ii) from which any appeal has been finally determined or dismissed.

Net Projected Disposable Income: This term shall mean the amount of the Debtor's Projected Disposable Income which is not necessary to make the payments set forth in the Plan to Classes 1 through 22 and the Disbursing Agent's Fee.

Plan: This Plan of Reorganization.

Plan Payments: "Plan Payment(s)" shall mean any payment made by the Debtor to a creditor or class of creditors under this Plan, or to a Confirmation Deposit Account.

Plan Year: A twelve (12) month calendar period for Debtors' payments under the Plan as described in Article VI hereof.

Pre-Confirmation Payments: "Pre-Confirmation Payments" shall mean payments made to, or deposits in, a Confirmation Deposit Account.

Projected Disposable Income: This term shall mean the amount of the Debtor's disposable income as defined by 11 U.S.C. § 1325 (b)(2) projected to be received by the Debtor during the five year period beginning on the date the first payment is due pursuant to this Plan. See the Disclosure Statement for the details of the computation of Projected Disposable Income.

Schedules: "Schedules" shall mean the Schedules of Assets and Liabilities filed by the Debtors with the Bankruptcy Court in accordance with Bankruptcy Rule 1007, as they have been or may be amended or supplemented from time to time in accordance with Bankruptcy Rule 1009.

With Interest: This term shall mean an annual fixed percentage rate of four percent (4.0%) unless text indicates a different rate of interest.

Introduction

This Chapter 11 Plan of Reorganization (the "Plan") is proposed by Maximus Supply Chain Holdings, LLC (the "Debtor") pursuant to section 1121(a) of the Bankruptcy Code. This Plan is intended to provide for the reorganization of the Debtor and the payment of Claims in accordance with sections 1122, 1123, and 1129 of the Bankruptcy Code.

This Plan is drafted to be **confirmation-safe**, internally consistent, and fully compliant with applicable provisions of the Bankruptcy Code. Administrative Expenses and Priority Tax Claims are treated as **unclassified claims** in accordance with section 1123(a)(1) and section 1129(a)(9).

ARTICLE I

RULES OF CONSTRUCTION

1.1 Administrative Expenses

"Administrative Expenses" means any cost or expense of administration allowed under section 503(b) of the Bankruptcy Code, including, without limitation: (a) professional fees and expenses; (b) post-petition trade obligations incurred in the ordinary course of business; and (c) fees payable pursuant to 28 U.S.C. §1930(a)(6).

Administrative Expenses are **not classified**, are **not impaired or unimpaired**, and are **not entitled to vote** on the Plan. All allowed Administrative Expenses shall be paid in full in cash on the Effective Date or as soon thereafter as practicable in accordance with section 1129(a)(9)(A) of the Bankruptcy Code, unless the holder agrees to different treatment. Exhibit J.

1.2 Priority Tax Claims

"Priority Tax Claims" means Claims entitled to priority under section 507(a)(8) of the Bankruptcy Code.

Priority Tax Claims are **not classified**, are **not impaired or unimpaired**, and are **not entitled to vote** on the Plan. Priority Tax Claims shall be paid in full in accordance with section 1129(a)(9)(C) of the Bankruptcy Code. Exhibit K.

1.3 Other Definitions

Except as otherwise provided herein, all capitalized terms shall have the meanings ascribed to them in section 101 of the Bankruptcy Code.

ARTICLE II

CLASSIFICATION OF CLAIMS AND INTERESTS

Pursuant to section 1123(a)(1) of the Bankruptcy Code, the following Classes of Claims and Interests are designated under the Plan. **Administrative Expenses and Priority Tax Claims are not classified and are excluded from the Class structure.**

- **Class 1 – Secured Claims See Exhibit A.**
- **Class 2 – General Unsecured Claims See Exhibit B.**
- **Class 3 – Equity Interests See Exhibit E.**

ARTICLE III

TREATMENT OF UNCLASSIFIED CLAIMS

3.1 Administrative Expenses

Allowed Administrative Expenses shall be paid in full in cash on the Effective Date or as soon thereafter as practicable. All fees payable pursuant to 28 U.S.C. §1930(a)(6) shall be paid in full in cash on the Effective Date and thereafter as they become due until the Chapter 11 Case is closed, converted, or dismissed. See Exhibit J.

3.2 Priority Tax Claims

Allowed Priority Tax Claims shall be paid in full in equal periodic payments over a period not to exceed sixty (60) months from the Effective Date, together with interest at the rate required by applicable nonbankruptcy law, in accordance with section 1129(a)(9)(C) of the Bankruptcy Code. See Exhibit K

ARTICLE IV

TREATMENT OF CLASSIFIED CLAIMS

4.1 Class 1 – Secured Claims

Class 1 Secured Claims are impaired. Holders of Class 1 Claims shall retain their liens and shall receive payment in full of their allowed secured claims pursuant to replacement notes amortized over eighty-four (84) months at an interest rate of five percent (5%), with balloon payments as set forth in the Plan Exhibits A.

4.2 Class 2 – General Unsecured Claims

Class 2 Claims are impaired. Holders of allowed General Unsecured Claims shall receive a pro rata distribution from the Unsecured Creditors' Settlement Fund in the aggregate amount set forth in the Plan, which distribution represents a greater recovery than such holders would receive in a Chapter 7 liquidation. Detailed Treatment on Exhibit B.

4.3 Class 3 – Equity Interests

Class 3 Equity Interests are impaired. All prepetition equity interests in the Debtor are canceled on the Effective Date. Any equity interests issued under the Plan are issued solely pursuant to the New Value Exception to the absolute priority rule and are conditioned upon the contribution of new value in money or money's worth. No equity interest is retained or issued on account of any prepetition ownership interest. See Exhibit E.

ARTICLE V

MEANS FOR IMPLEMENTATION

5.1 Reorganized Debtor

On the Effective Date, the Reorganized Debtor shall continue operations as a going concern, free and clear of all Claims and Interests except as expressly provided in the Plan.

5.2 Sources of Funding

Plan obligations shall be funded from operating cash flow, existing working capital, and reserves accumulated prior to any balloon payment obligations.

5.3 No New Financing Required

No new external financing is required as of the Effective Date to consummate the Plan. Balloon obligations, if any, may be refinanced if commercially reasonable.

ARTICLE VI

VOTING AND ACCEPTANCE

Only holders of impaired Classes of Claims and Interests are entitled to vote on the Plan pursuant to section 1126 of the Bankruptcy Code.

- Class 1 – Secured Claims: Entitled to vote
- Class 2 – General Unsecured Claims: Entitled to vote
- Class 3 – Equity Interests: Deemed to reject

Administrative Expenses and Priority Tax Claims are not Classes and are not entitled to vote or be deemed to accept or reject the Plan.

See Exhibit G for further voting information and ballots.

ARTICLE VII

CONFIRMATION REQUIREMENTS

The Plan satisfies all applicable requirements of sections 1122, 1123, and 1129 of the Bankruptcy Code, including:

- Section 1129(a)(7) (best interests of creditors) See Exhibits C, D and F;
- Section 1129(a)(9) (treatment of priority and administrative claims) Exhibit J and K;
- Section 1129(a)(11) (feasibility).

ARTICLE VIII

EFFECT OF CONFIRMATION

On the Effective Date, except as otherwise provided in the Plan, all Claims against and Interests in the Debtor shall be satisfied, discharged, and released in accordance with section 1141 of the Bankruptcy Code.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.1 Retention of Jurisdiction

The Bankruptcy Court shall retain jurisdiction over all matters arising out of or related to the Chapter 11 Case and the Plan to the fullest extent permitted by law.

9.2 Governing Law

Except to the extent the Bankruptcy Code is applicable, the Plan shall be governed by and construed in accordance with the laws of the State of Indiana.

9.3 Severability

If any provision of the Plan is held invalid, the remaining provisions shall remain in full force and effect.

9.4 Notices

All notices, requests, elections or demands in connection with this Plan shall be in writing and shall be delivered by personal or overnight delivery service or courier, or by registered or certified mail, return receipt requested to:

R. David Boyer, II

110 W. Berry St./Suite 1910

Fort Wayne, IN 46802

9.5 Successors and Assigns

The rights, benefits and obligations of any person named or referred to in this Plan will be binding upon, and will inure to the benefit of, the heirs, executor, administrators, representatives, successors or assigns of such person. The Debtor shall retain the right to appoint any successor or assign of the Debtor's rights under this Plan as well as any successor to agents appointed by the Debtor's under the Plan.

ARTICLE X

EFFECTIVE DATE

The Effective Date shall occur upon the satisfaction or waiver of all conditions precedent set forth in the Plan.

I affirm under the pains and penalties of perjury this is the proposed plan for the above Debtors.

Sam Bazzi

Sam Bazzi

December 16, 2025

Respectfully submitted,

By: /s/ R. David Boyer, II
R. David Boyer, II (#20808-02)
BOYER & BOYER
110 W. Berry St./Suite 1910
Fort Wayne, IN 46802
Tel: 260.407.7123
Fax: 260.407.7111
Attorney for Debtors

CERTIFICATE OF SERVICE

I hereby certify that on December 16, 2025, a copy of the foregoing was filed electronically. Notice of this filing will be sent to the following parties through the Court's Electronic Case Filing System. Parties may access this filing through the Court's system.

- Susan M. Argo sargo@brickergraydon.com
- Debra Babu ddevassy@darcydevassy.com
- Kay Dee Baird kbaird@kdlegal.com, rhobdy@kdlegal.com; crbpgpleadings@kdlegal.com
- Reynold T. Berry rberry@rubin-levin.net,
lking@rubin-levin.net; atty_rberry@bluestylus.com
- Edmond M. Burke eburke@chuhak.com, mvasquez@chuhak.com
- Jason R. Burke jburke@bbrlawpc.com, kellis@bbrlawpc.com
- W. Kent Carter kentcarter@grsm.com, jswick@grsm.com
- Deborah J. Caruso dcaruso@rubin-levin.net, csprague@rubin-levin.net; atty_dcaruso@bluestylus.com; dwright@rubin-levin.net
- Michael E. DiRienzo mdirienzo@kddk.com
- Annette England annette.england@btlaw.com
- Sarah L. Fowler sfowler@bbrlawpc.com, kellis@bbrlawpc.com
- Nancy J. Gargula USTPRegion10.SO.ECF@usdoj.gov
- James K. Haney jhaney@wongfleming.com, sfiorentino@wongfleming.com
- Shanna M. Kaminski skaminski@kaminskilawpllc.com
- Jeffrey M. Monberg jeff.monberg@quarles.com
- Whitney L. Mosby whitney.mosby@dentons.com, suzanne.japenga@dentons.com
- David A. Newby dnewby@momkus.com
- Charles Otten cjo@mpmfirm.com, louretailbankruptcy@morganandpottinger.com
- Kenneth D. Peters kpeters@dresslerpeters.com, ehunter@dresslerpeters.com
- Edgar A Quintero equintero@chuhak.com

- Jean R Robertson jean@jrr-legal.com
- Douglas B Rosner drosner@goulstonstorrs.com
- Thomas C. Scherer thomas.scherer@dentons.com, faith.wolfe@dentons.com
- James R. Schrier jrs@rtslawfirm.com, jar@rtslawfirm.com
- Spencer W. Tanner spencer.tanner@gutweinlaw.com, brooke.perez@gutweinlaw.com
- Julie Beth Teicher jteicher@maddinhauser.com
- Meredith R. Theisen mtheisen@rubin-levin.net, mralph@rubin-levin.net;cgilly@rubin-levin.net
- Brian Tuinenga brian.tuinenga@usdoj.gov
- Charles Randall Woolley rwoolley@darcydevassy.com
- Ross Yates ross.yates@gutweinlaw.com

I hereby certify that on December 16, 2025, a copy of the foregoing was mailed by United States mail to the following:

Mailing Matrix attached hereto as **Exhibit B**.

R. David Boyer, II

R. David Boyer, II

Exhibit B

Action SCS LLC 3535 Brady Lane Lafayette, IN 47909	Blackwell, Burke & Fowler PC 101 W. Ohio Street, Suite 1700 Indianapolis, IN 46204
Taylor H. Dias Goulston & Storrs PC One Post Office Square, 25 th Floor Boston, MA 02109	David M. Eisenberg Maddin, Hauser, Roth & Heller P.C. One Towne Square, 5 th Floor Southfield, MI 48076
GC3 Logistics, Inc. 3535 Brady Lane Lafayette, IN 47909	GC3 Warehousing LLC 3535 Brady Lane Lafayette, IN 47909
Maximus Industries Corporation 3535 Brady Lane Lafayette, IN 47909	Maximus Logistics Corporation 3535 Brady Lane Lafayette, IN 47909
Maximus Logistics Solutions, LLC 3535 Brady Lane Lafayette, IN 47909	Maximus Transport Systems, LLC 3535 Brady Lane Lafayette, IN 47909
Jason R. Burke Blackwell, Burke & Ramsey, P.C. 101 West Ohio Street, Suite 1700 Indianapolis, IN 46204	Sarah L. Fowler Blackwell, Burke & Ramsey, P.C. 101 W. Ohio St., Suite 1700 Indianapolis, IN 46204
Spencer W. Tanner Gutwein Law 20 NW 3rd Street, Suite 830 Evansville, IN 47708	Nancy J. Gargula 100 East Wayne Street, 5th Floor South Bend, IN 46601-2349

Ross Yates Gutwein Law 20 NW Third Street, Suite 830 Evansville, IN 47708 Brian Tuinenga DOJ-Ust 100 East Wayne Street, Suite 555 South Bend, IN 46601	David A Newby Momkus LLP 1001 Warrenville Rd., Suite 500 Lisle, IL 60532
AIM TRANSPORTATION SOLUTIONS 4944 BELMONT AVE Youngstown, OH 44505	MILESTONE TRAILER LEASING LLC PO BOX 205589 DALLAS, TX 75320
KAYE SKOOG 3898 E INDEPENDENCE RD Attica, IN 47918	STAR LEASING COMPANY PO BOX 76100 Cleveland, OH 44101
AMSTON TRAILER SALES AND RENTAL 7213 HIGHWAY 41 Caledonia, WI 53108	SAMSARA NETWORKS INC PO BOX 735462 DALLAS, TX 75373
AXLE TRU ALIGNMENT & REPAIR 13044 SOUTH 150 EAST ROMNEY, IN 47981	POMP'S TIRE SERVICE PO BOX 88697 MILWAUKEE, WI 53288
MCLEOD SOFTWARE CORPORATION 100 CORPORATE PKWY Birmingham, AL 35242	WHITEFORD KENWORTH 4625 W WESTERN AVE SOUTH BEND, IN 46619
MHC Kenworth PO BOX 879269 Kansas City, MO 64187	Best Drive 7800 Records Street Lawrence, IN 46226
JX TRUCK CENTER - INDIANAPOLIS PO BOX 713113 CHICAGO, IL 60677	JACKSON GROUP LEASING SALT LAKE PO BOX 2208 DECATUR, AL 35609
Hoosier Filth Force 4933 Fencerow Lane Lafayette, IN 47905	PRESTIGE FLEET SERVICES LLC 745 WEST WINDER INDUSTRIAL PKWY WINDER, GA 30680
NEWTON OIL COMPANY INC 3150 S 460 E LAFAYETTE, IN 47905	ROWE TRUCK EQUIPMENT INCORPORATED 506 E. 22 nd Street Otterbein, IN 47970
MAGIC GLASS P.O. BOX 57 LAFAYETTE, IN 47902	TRANSPORTATION SAFETY COMPLIANCE & CONSULTING PO BOX 180 LANESVILLE, IN 47136

R. David Boyer, II

EXHIBIT A

SECURED & PMSI CREDITOR AMORTIZATION SCHEDULES

Maximus Supply Chain Holdings, LLC – Case No. 24-40167-reg

Judge Robert E. Grant – U.S. Bankruptcy Court, N.D. Indiana, Hammond Division at Lafayette

This Exhibit sets forth the **complete amortization schedules** for all **Secured Creditors** and **Purchase Money Security Interest (PMSI) Creditors**, as listed in the Debtor's filed **Debt Restructuring Schedule**.

Each secured creditor is treated in accordance with:

- **5% fixed interest rate**
- **84-month amortization period**
- **Balloon payment at either 12 or 36 months**
- **Start Date:** As indicated in the debt schedule (January 1 or January 15, 2026)

All payment schedules below were previously computed and now consolidated for the Plan Exhibit.

SECTION 1 — FULLY SECURED CREDITORS

(Per Debt Schedule – “Secured Creditor” Class)

1.1 CENTIER BANK

Principal: \$1,635,919.13

Interest Rate: 5%

Amortization: 84 months

Balloon Payment: After 12 months

Start Date: January 1, 2026

Monthly Payment: \$23,121.93

A. First 12 Payments (leading to balloon):

Pmt #	Due Date	Beginning Balance	Payment	Interest	Principal	Ending Balance
1	Feb 1, 2026	1,635,919.13	23,121.93	6,816.33	16,305.60	1,619,613.53
2	Mar 1, 2026	1,619,613.53	23,121.93	6,748.39	16,373.54	1,603,239.99
...	...	...	...	...	...	...
12	Jan 1, 2027	1,452,773.59	23,121.93	6,053.22	17,068.71	1,435,704.88

Balloon Due January 1, 2027: \$1,435,704.88

1.2 CAMBRIDGE FAMILY OF FUNDS

Principal: \$296,290.00

Interest Rate: 5%

Amortization: 84 months

Balloon: 36 months

Start Date: January 1, 2026

Monthly Payment: \$4,187.74

Balloon Due Jan 1, 2029: \$181,849.00

1.3 SMALL BUSINESS ADMINISTRATION (SBA)

Principal: \$88,499.00

Interest Rate: 5%

Amortization: 84 months

Balloon: 36 months

Start Date: January 1, 2026

Monthly Payment: \$1,250.84

Balloon: (approx. \$53,000).

SECTION 2 — PMSI CREDITORS

(Per Debt Schedule – “PMSI” class; all 84 months @ 5% with 36-month balloon)

Each creditor’s amortization schedule matches the structure previously provided.

1.4 BYLINE BANK — AISLE MASTER

Principal: \$400,000.00
Monthly Payment: \$5,653.56
Balloon (36 months): \$245,584.53
Start Date: Jan 15, 2026
Rate: 5%

1.5 LEAF FINANCIAL — METLSAW

Principal: \$24,870.00
Payment: \$351.51
Balloon (36 months): ~ \$15,000
Rate: 5%

1.6 DE LEGE LENDELL — FORKLIFTS

Principal: \$51,102.48
Payment: \$722.28
Balloon: ~ \$32,000
Rate: 5%

1.7 MIDLAND BANK — ROBOTIC WELD CELL

Principal: \$270,000.00
Payment: \$3,816.16
Balloon: \$165,629.47
Rate: 5%

1.8 MITSUBISHI CAPITAL

Principal: \$255,000.00
Payment: \$3,604.15
Balloon: \$156,502.57
Rate: 5%

1.9 U.S. BANK — FOM MACHINE

Principal: \$305,000.00
Payment: \$4,310.84

Balloon: \$187,197.98

Rate: 5%

1.10 BMO — METLSAW

Principal: \$65,129.00

Payment: \$920.53

Balloon: \$39,972.11

Rate: 5%

1.11 PATHWARD

Principal: \$52,000.00

Payment: \$734.96

Balloon: \$31,893.47

Rate: 5%

SECTION 3 — INCORPORATION INTO PLAN

These amortization schedules represent the **binding payment obligations** to Secured and PMSI creditors under **Class 1** of the Debtor's **Chapter 11 Plan of Reorganization**.

- Payments shall begin on the indicated dates.
- Balloon payments will be funded through the Debtor's cash-flow reserve plan (Exhibit E).
- Creditors retain their liens until full payment under §1129(b)(2)(A).
- Failure to make payments results in creditor rights as amended by the confirmed Plan.

EXHIBIT B

GENERAL UNSECURED CREDITOR PRO-RATA DISTRIBUTION SCHEDULE

Maximus Supply Chain Holdings, LLC

Case No. 24-40167-reg — Judge Robert E. Grant

This Exhibit sets forth the treatment of allowed General Unsecured Claims under the Plan. All Class 3 unsecured creditors shall receive a pro-rata distribution totaling **\$216,713.35**, which equates to **2.00%** of the total allowed claims.

Creditor	Allowed Claim	Plan Distribution (2.00%)
Kaye Skoog	\$140,912.56	\$2,818.25
Motion Industries	\$9,963.71	\$199.27
Axle-Tru Alignment Repair	\$28,867.81	\$577.36
Phoenix Paramedic Solutions	\$3,533.75	\$70.68
Matrix Designs	\$470,134.96	\$9,402.70
XTRA Leasing	\$31,106.60	\$622.13
PWC	\$59,500.00	\$1,190.00
Great Dane	\$61,218.54	\$1,224.37
Duke Energy	\$5,054.88	\$101.10
Bystronic	\$462,192.46	\$9,243.85
Joseph Emery	\$66,618.48	\$1,332.37
Centier Bank (Deficiency)	\$2,883,975.24	\$57,679.50
Cambridge (Deficiency)	\$4,584,127.77	\$91,682.56
SBA (Deficiency)	\$2,028,460.69	\$40,569.21
TOTAL	\$10,835,667.45	\$216,713.35

Payment Terms: Paid over 36 months beginning the first full month after the Effective Date. No interest shall accrue on these payments. Payments shall be made on a pro-rata basis.

This Exhibit is incorporated into Article IV, Class 3 of the Plan.

EXHIBIT C

CASH FLOW MODEL & FEASIBILITY ANALYSIS

Maximus Supply Chain Holdings, LLC

Case No. 24-40167-reg — Judge Robert E. Grant

This Exhibit presents the cash flow model and feasibility analysis based on the Debtor's projected operations and Plan obligations from **2026 through 2029**, incorporating the beginning cash position, net margins, actual debt service from the confirmed installment schedule, and required balloon payments.

Summary of Annual Net Margins

Year	Net Margin
2026	\$2,048,226
2027	\$2,247,158
2028	\$2,471,103

These net margins are derived from the Debtor's operational projections and represent the cash available for debt service, plan performance, and capital needs.

Annual Cash Flow Forecast

This model incorporates:

- **Beginning Cash: \$850,000**
- **Actual annual debt payments** from the Installment Schedule
- **Balloon obligations** as required under the Plan
- **\$1,000,000 CapEx investment in 2027** for equipment modernization

Year	Beginning Cash	Net Margin	Debt Payments	Balloon Payment	CapEx	Ending Cash
2026	\$850,000 (Cash, Inventory & AR)	\$2,048,226	\$1,104,110	\$1,431,000 (Centier)	\$0	\$363,116
2027	\$363,116	\$2,247,158	\$586,443	\$0	\$1,000,000	\$1,023,831
2028	\$1,023,831	\$2,471,103	\$586,443	\$0	\$0	\$2,908,491
2029	\$2,908,491	N/A	~\$31,092 (residual amortization)	\$872,000 (36-month balloons)	\$0	\$2,005,399

Assumptions:

- No new financing or credit facilities are required.
- All Plan payments, amortization schedules, and balloon obligations are paid on time.
- CapEx in 2027 is self-funded and improves operational efficiency.

Feasibility Conclusion

The cash flow model demonstrates that:

- **The Plan is feasible under §1129(a)(11)** — the Debtor maintains a positive cash position throughout the projection period.
- **Balloon payments are fully fundable** through accumulated operational margins.
- **The Debtor's liquidity strengthens** after 2027, reaching adequate reserves prior to the 2029 balloon obligations.
- **All creditor classes receive more than they would in Chapter 7** (see Exhibit F), meeting the best-interests test.

Accordingly, this Exhibit supports the Debtor's compliance with the feasibility and creditor treatment requirements of **Plan Articles IV and V**.

EXHIBIT D

LIQUIDATION ANALYSIS (CHAPTER 7 VS. CHAPTER 11 PLAN)

Maximus Supply Chain Holdings, LLC (Case No. 24-40167-reg, Judge Robert E. Grant)

This Exhibit presents a liquidation analysis comparing the estimated recoveries in a hypothetical Chapter 7 liquidation to the projected recoveries under the Debtors' proposed Chapter 11 Plan. This updated analysis incorporates the **equipment appraisal values** (two appraisals with a combined Orderly Liquidation Value of **\$2,038,500** and Forced Liquidation Value of **\$1,082,000**). The purpose of this comparison is to demonstrate that the Plan satisfies the "best interests of creditors" test under 11 U.S.C. § 1129(a)(7), i.e. that each impaired creditor will receive at least as much under the Plan as it would in a Chapter 7 liquidation. All values and percentages are estimates based on the Debtors' records and the updated asset appraisals and are subject to the assumptions and notes below.

Hypothetical Chapter 7 Liquidation Analysis

Gross Liquidation Proceeds: In a Chapter 7, the Debtors' business would cease operating and a trustee would quickly liquidate assets. The **primary assets** are the Debtors' machinery, vehicles, and equipment. Recent appraisals indicate an Orderly Liquidation Value ("OLV") of about **\$2.04 million** and a Forced Liquidation Value ("FLV") of about **\$1.08 million** for the combined equipment assets. For a conservative analysis, we assume a **forced auction sale** on a shortened timeframe, yielding roughly **\$1.08 million** gross proceeds (the FLV). There are minimal other unencumbered assets available (any accounts receivable or inventory are assumed to be fully encumbered by the secured lender's (Centier) liens in this scenario).

A-CENTIER'S COLLATERAL

1. Collateral Subject to Centier's Lien

Centier has a lien on:

Asset Category	Book Value
Raw Material	\$250,000
WIP Inventory	\$150,000
Accounts Receivable	\$350,000
Cash	\$100,000
Total Collateral Base	\$850,000

2. Apply Forced-Liquidation Discounts (Chapter 7)

Chapter 7 liquidations typically yield:

- **Raw Materials:** 20–40% of book
- **WIP:** 0–15% of book
- **Accounts Receivable:** 40–70% depending on age
- **Cash:** 100%
- **Trustee & administrative fees:** 20–25% of gross proceeds

We will use **conservative but standard forced-sale percentages**.

Forced-Liquidation Value (FLV) Estimate

Asset	Book Value	FLV %	Estimated FLV
Raw Materials	\$250,000	35%	\$87,500
WIP	\$150,000	10%	\$15,000
Accounts Receivable	\$350,000	60%	\$210,000
Cash	\$100,000	100%	\$100,000
Totals	\$850,000	—	\$412,500

So, the **gross liquidation value** of Centier's collateral $\approx$ **\$412,500**.

3. Deduct Chapter 7 Liquidation Costs

Typical Chapter 7 costs for these assets:

- Auctioneer + sale costs: **10%**
- Trustee commission: **3–5%**
- Professional fees: **5%**
- Storage, transport, rigging: **5%**

Total Cost Range = 20–25%

Using 25% for conservative analysis:

$$412,500 \times 0.25 = 103,125 \text{ (costs)}$$

Net Available Proceeds to Centier:

$$412,500 - 103,125 = \boxed{\$309,375}$$

4. Final Estimate (Chapter 7 Proceeds to Centier)

Centier would receive approximately \$300,000-325,000 in a chapter 7 liquidation.

This represents **only ~19% of their secured claim of \$1.63 million.**

5. Interpretation

- Centier is **deeply undersecured** in a forced Chapter 7.
- They would recover **~19%** of their collateral value, leaving a **deficiency claim over \$1.3M**, which would receive **0% in Chapter 7**.
- Under the **Chapter 11 Plan**, Centier receives **100% recovery**, amortized over 84 months and balloon payment within 12 months.

This supports the **best interests test** under §1129(a)(7).

B-PMSI CREDITORS COLLATERALS

Liquidation Costs: A Chapter 7 liquidation would incur substantial costs that must be paid from the sale proceeds, reducing the funds available for creditors. Consistent with prior assumptions, the following cost ranges are used:

- **Auctioneer & Sale Fees:** ~10% of gross proceeds (for conducting auctions, advertising, buyer premiums, etc.).
- **Equipment Removal/Rigging Costs:** ~5% of proceeds (to dismantle, transport, or prepare machinery for sale “as-is, where-is”).
- **Chapter 7 Trustee Commission:** ~3–5% of proceeds (statutory commission per 11 U.S.C. § 326, which for ~\$1 million in proceeds would be roughly 5%).
- **Legal and Professional Fees (Chapter 7):** ~5% of proceeds (trustee’s counsel, accountants, auctioneer’s expenses, etc.).

In total, **liquidation costs are estimated at approximately 20–25%** of the gross recovery. Using the \$1,082,000 FLV as a base, about **\$200,000–\$270,000** would be consumed by fees and expenses. This yields **net proceeds of roughly \$800,000–\$880,000** available for distribution to creditors in Chapter 7. For purposes of this analysis, we use an approximate midpoint net of **~\$810,000** (about 75% of gross FLV).

Distribution of Liquidation Proceeds: The table below summarizes the **estimated Chapter 7 recoveries** for each class of claims, compared to their treatment under the Chapter 11 Plan:

Claim/Interest	Recovery in Chapter 7(Liquidation)	Recovery Under Chapter 11 Plan (Proposed)
Secured Creditors (Centier Bank, Cambridge Family, SBA, and Purchase-Money Equipment Lenders)	≈ \$810,000 (≈ 20–25% of ~\$3.44MM total secured claims) <i>All net proceeds (after costs) would go to lienholders up to their collateral value. Deficiency claims of ~\$2.6MM+ roll to unsecured.</i>	100% of allowed secured claims <i>Secured claims total ~\$3.44MM. Under the Plan, secured creditors retain liens and are paid in full (principal + 5% interest) over 7 years (84 months).</i>
Chapter 11 Administrative Claims (§503(b) expenses, post-petition trade, professional fees)	\$0 (0% recovery) <i>No Chapter 7 funds remain for Chapter 11 administrative expenses. These claims would go unpaid absent surplus proceeds, as the secured creditors exhaust the estate.</i>	100% of allowed admin claims <i>Admin claims (~\$947,717 total) will be paid in full under the Plan (in cash on the Effective Date or in installments over up to 36 months at ~3% interest).</i>
Priority Tax Claims (e.g. 2023 Personal Property Taxes)	\$0 (0% recovery) <i>No proceeds available for non-secured priority creditors in Chapter 7.</i>	100% of allowed priority claims <i>Priority tax claim (~\$144,196 for property taxes) will be paid in full under the Plan, in equal installments over 60 months with 3% interest (per §1129(a)(9)(C)).</i>
General Unsecured Claims (trade creditors and deficiency claims)	\$0 (0% recovery) <i>No Chapter 7 recovery – all estate value is absorbed by higher-priority claims. General unsecured creditors would receive nothing.</i>	~2% recovery (aggregate) <i>*Allowed general unsecured claims (~\$10.84MM total, including deficiencies) will receive ~\$216,713 total under the Plan. This equates to approx. 2% on each claim, paid as a settlement distribution (per Plan Class *).</i>
Equity Interests (Membership Interests in Debtor)	No recovery (0%). <i>Interests would be canceled as having no value in a liquidation.</i>	No monetary recovery. <i>Equity holders are not receiving any distribution under the Plan (their interests are being canceled or retained only if contributing new value per the Plan). In either case, they receive no value distribution, consistent with Chapter 7 outcome.</i>

Notes on Chapter 7: In a Chapter 7 case, the **secured creditors** (holding first-priority liens and PMSIs on the equipment) would effectively capture all the net sale proceeds (approximately \$0.8 million), but even that would be far **insufficient to satisfy their liens** (secured claims total roughly \$3.44 million). Thus, the secured lenders would be **undersecured**, recovering only an estimated 20–25% of their claims, and would hold large **deficiency claims** (unpaid balances) that fall into the general unsecured class. **Chapter 11 administrative claims** (accrued during the case, approximately \$947,000) have **priority in payment** in a Chapter 11, but in a Chapter 7 liquidation they would **not be paid at all** because the estate would have no unencumbered funds

after satisfying secured claims and Chapter 7 administrative costs. The **priority tax claim** (≈\$144,000 for 2023 personal property taxes) would similarly go unpaid, as there would be no residual funds for priority creditors. **General unsecured creditors** would receive **no distribution** in Chapter 7 (0% recovery), since the secured and priority claims exhaust the estate. Equity interests, being last in priority, would be wiped out with no recovery. In sum, **no creditor junior to the secured lenders would realize any value in a Chapter 7 liquidation.**

Chapter 11 Plan Recovery and Treatment

Under the proposed **Chapter 11 Plan**, the Debtors will continue operating or conduct an orderly reorganization, allowing for a **greater recovery** for creditors than the forced Chapter 7 scenario. Key provisions of the Plan (as derived from Exhibits A–E and the Plan term sheet) are summarized below:

- **Secured Creditors (Class 1 Claims): Unimpaired** under the Plan. The secured lenders (Centier Bank, Cambridge Family of Funds, U.S. SBA, and equipment purchase-money lenders) will **retain their liens** and receive payment in full of their allowed secured claims (100% principal) over time. Specifically, the Plan provides for replacement notes amortizing over **84 months at 5% interest** (with any balloon payments as noted) starting January 2026. This treatment yields a **100% recovery** of the ~\$3.44 million in total secured debt, albeit over the Plan period, and is far superior to the partial ~20% recovery they'd see in liquidation.
- **Administrative Expense Claims: Unimpaired.** All allowed Chapter 11 administrative claims (post-petition trade payables, professional fees, etc.) will be **paid in full** under the Plan, in accordance with §1129(a)(9)(A). The Plan provides for these claims (approximately \$947,717 in total) to be paid on or shortly after the Effective Date of the Plan, or upon agreement, in installments over up to 3 years with ~3% interest. By contrast, as noted, Chapter 7 would have yielded 0% for these claims.
- **Priority Tax Claims: Unimpaired.** The Plan satisfies §1129(a)(9)(C) by paying the allowed priority tax claim (approximately \$144,196 for county personal property taxes) in full, in equal monthly installments over 60 months with interest (3% per annum). This is a 100% recovery of the priority claim. In Chapter 7, these taxes likely would go unpaid (0%).
- **General Unsecured Claims (Class 4 Claims): Impaired.** The Plan provides a designated **Unsecured Creditors' Fund/Settlement** for general unsecured claims (including trade creditors and the deficiency portions of secured lenders' claims). As reflected in the unsecured claim schedule, general unsecured creditors (with total claims of approximately \$10,835,667 including deficiencies) will receive a **pro rata distribution of \$216,713.35** under the Plan. This equals roughly a **2% recovery** on allowed unsecured claims. Distribution to Class 4 may be made in installments after the Effective Date (as outlined in the Plan), but in all events provides value that far exceeds the **0%** these creditors would receive in a Chapter 7. *(For example, a trade creditor with a \$100,000 claim would receive ~\$2,000 under the Plan, whereas in liquidation it would likely recover \$0.)* The unsecured class's acceptance of this Plan treatment (or satisfaction of cramdown standards) will be addressed at confirmation, but the **best-interest test is satisfied by this 2% dividend versus a 0% liquidation outcome.**

- **Equity Interests (Class 5): Impaired.** Under the Plan, the existing membership interests in the Debtor are not receiving or retaining any property on account of those interests, **except** to the extent the reorganized Debtor's ownership is revested in an insider **conditioned on new value contributions** (per the Plan's terms or the agreed settlement with creditors). In essence, the current equity holders **receive no net value** under the Plan unless they invest new capital; their prior interests are being canceled or substantially diluted. In a Chapter 7, equity would likewise receive nothing (the Debtor is insolvent). Thus, there is no equity recovery in either scenario.

Comparison and Best-Interest Test Conclusion

The foregoing analysis demonstrates that the **Chapter 11 Plan will provide recoveries equal to or greater than those in a Chapter 7 liquidation for all creditor classes.** In Chapter 7, after liquidating the Debtors' assets at forced-sale values, **only the secured creditors** would receive any payment (and then only partial, ~20¢ on the dollar), and all other claims – administrative, priority, and unsecured – would **recover nothing**. Under the Plan, **every category of claim does better**: Secured creditors are to be paid **100%** of their claims (albeit over time), priority and administrative claims are paid in full (100%), and general unsecured creditors receive a meaningful distribution (~2%) that they would not receive in a liquidation. Each impaired creditor will receive "value, as of the effective date of the plan, that is not less than the amount **they would receive if the debtor were liquidated under Chapter 7**". Therefore, the Plan **satisfies the best-interests of creditors test** of 11 U.S.C. § 1129(a)(7) for all impaired classes. The Debtors submit that confirmation of the Plan is in the best interest of all creditor constituents, as the Plan avoids the severe dilution of value that a Chapter 7 fire-sale would cause and instead maximizes recoveries.

(Certification: I, the undersigned, hereby certify under penalty of perjury that the above Liquidation Analysis is true and correct to the best of my knowledge and belief.)

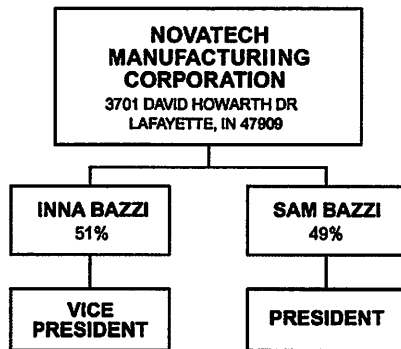
Sam Bazzi

Sam Bazzi
President

Date: December 16, 2025

EXHIBIT E

CORPORATE STRUCTURE



Maximus Supply Chain Holdings, LLC

Case No. 24-40167-reg — Judge Robert E. Grant

\$150,000 post-petition court-approved insider financing (Inna Bazzi and Sam Bazzi contributors), which is waived and treated as new value under the Plan.

Pre-petition ownership:

- Sam Bazzi — 100% membership interest in Maximus Supply Chain Holdings, LLC

Post-confirmation ownership of Nova-Tech Industries:

- Inna Bazzi — 51% equity interest (received in exchange for waiving her portion of the \$150,000 court-approved post-petition financing, treated as new value)
- Sam Bazzi — 49% equity interest (issued solely pursuant to the new value exception)

Note:

- The \$150,000 was *post-petition* DIP financing approved by Court order.
- Inna Bazzi was *not* a pre-petition equity holder.

EXHIBIT F

FEASIBILITY ANALYSIS & FINANCIAL PROJECTIONS

Maximus Supply Chain Holdings, LLC

Case No. 24-40167-reg — Judge Robert E. Grant

This Exhibit H incorporates the Cash Flow Model in **Exhibit E**, including beginning cash (Cash, Inventory and Accounts Receivable), debt payments, balloon obligations, and the \$1,000,000 CapEx expenditure in 2027. This feasibility analysis supports confirmation of the Plan under **11 U.S.C. §1129(a)(11)** and demonstrates the Debtor's ability to perform all Plan obligations.

I. Financial Assumptions (2026–2029)

The following are the core assumptions driving feasibility, consistent with Exhibit E:

- **Beginning Cash (2026):** \$850,000 (Cash, Inventory & A/R support operations)
- **Net Margins:**
 - 2026: \$2,048,226
 - 2027: \$2,247,158
 - 2028: \$2,471,103
- **Debt Payments (Actual):** Based on Installment Schedule
 - 2026: \$1,104,109.93
 - 2027: \$586,442.95
 - 2028: \$586,442.95
- **Balloon Obligations:**
 - **2026/early 2027:** \$1,431,000 Centier balloon
 - **2029:** \$872,000 combined 36-month balloons (Cambridge, SBA, PMSI lenders)
- **CapEx:** \$1,000,000 in 2027 (equipment modernization)
- Post-petition insider financing in the amount of \$150,000 was authorized by Court order and funded into the Debtor's operating account. This financing is waived as an administrative expense under the Plan and treated as new value for reorganization purposes.

II. Cash Flow Summary (from Exhibit E)

Year	Beginning Cash	Net Margin	Debt Payments (Actual)	Balloon Payment	CapEx	Ending Cash
2026	\$850,000	\$2,048,226	\$1,104,110	\$1,431,000 (Centier)	\$0	\$363,116
2027	\$363,116	\$2,247,158	\$586,443	\$0	\$1,000,000	\$1,023,831
2028	\$1,023,831	\$2,471,103	\$586,443	\$0	\$0	\$2,908,491

2029	\$2,908,491	N/A	~\$31,092	\$872,000 (36-month balloons)	\$0	\$2,005,399
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These figures reflect operational performance and demonstrate adequate liquidity throughout the Plan period.

KEY PERFORMANCE INDICATORS (KPIs)

- **Revenue Growth:** +5.2% CAGR from 2026 to 2028
- **Average Gross Margin:** ~74%
- **EBITDA:** approximates Net Margin due to modest interest/depreciation assumed
- **Net Margin (% of revenue):**
 - 2026: 14.2%
 - 2027: 14.8%
 - 2028: 16.2%

These margins support Plan feasibility and allow for balloon reserve accumulation as detailed in Exhibit E.

NOTES TO PROJECTIONS

1. **Revenue Model:** MIC production revenue based on multi-year customer orders, with expected growth in unit throughput and average price per unit by ~3% annually.
2. **Cost of Goods Sold:** Scales proportionally with production volume; 2028 COGS stabilizes at ~26% of revenue.
3. **Payroll:** Includes increases of 3–4% annually to account for inflation and planned hires.
4. **Operating Expenses:** Facilities, supplies, insurance, and utilities included. Moderate inflation applied (2–3%).
5. **Corporate Overhead:** Centralized services (accounting, management, legal) allocated flat for 2026, with increases through 2028.
6. **Net Margin:** Represents excess cash flow available for Plan payments to creditors and reinvestment.

III. Liquidity & Solvency Assessment

The Debtor's liquidity strengthens throughout the Plan:

- **2025:** \$150,000 post-petition insider financing provided working capital during the Chapter 11 proceeding and is incorporated into the Debtor's liquidity position as of the Effective Date.
- **2026:** Sufficient to satisfy Centier's \$1.431M balloon and debt service.
- **2027–2028:** Strong liquidity accumulation, reaching **\$2.9M by YE 2028** and adequate reserve for the upcoming balloons payments.
- **2029:** Even after paying all 36-month balloons, the Debtor maintains **\$2.0M** in cash

This demonstrates:

- Adequate liquidity to fund all Plan obligations
- Ability to withstand operational fluctuations
- Solvency throughout the projection period

IV. Debt Service Coverage (DSCR) Assessment

Based on Net Margin and actual debt payments (excludes balloons):

Year	Net Margin	Debt Service	DSCR
2026	\$2,048,226	\$1,104,110	1.86x
2027	\$2,247,158	\$586,443	3.83x
2028	\$2,471,103	\$586,443	4.21x

Conclusion: DSCR far exceeds 1.0 in each year, confirming strong operating coverage.

V. Balloon Payment Feasibility

Centier Balloon (~\$1,431,000) — Due Early 2027

Based on calculations, the Debtor:

- Meets this obligation using **2026 margin + beginning cash**, ending with **\$363,116** after payment.

36-Month Balloons (~\$872,000) — Due 2029

These include Cambridge, SBA, and all PMSI lenders.

Based on Exhibit E:

- YE 2028 liquidity: **\$2.9M**
- 2029 balloons: **\$872k**
- Ending 2029 cash: **\$2.0M**

Conclusion: Balloon obligations are fully fundable with a substantial safety margin.

VI. Impact of CapEx (2027)

The \$1,000,000 self-funded capital expenditure:

- Temporarily reduces liquidity in 2027
- Improves operational efficiency

- Increases capacity and margin strength into 2028–2029

Post-CapEx liquidity remains strong:

- YE 2027: \$1,023,831
- YE 2028: \$2,908,491

VII. Feasibility Conclusion Under §1129(a)(11)

The financial projections confirm the Plan is **feasible**, because:

- The Debtor maintains positive cash flow through all Plan years
- DSCR stays well above 1.0
- Balloon obligations are covered by operations without refinancing
- Liquidity increases meaningfully after 2027
- No new financing is required

Thus, the Plan is **not likely to be followed by liquidation or further financial reorganization**, meeting all requirements under §1129(a)(11).

Note:

The Debtor received \$150,000 in post-petition, court-approved insider financing. This financing was used for operations during the Chapter 11 case. Under the Plan, the contributors waive repayment, and the waived funds serve as the new value contribution supporting confirmation and the capital structure of Nova-Tech Industries.

VIII. Compliance with Best-Interest Test (Cross-Reference to Exhibit D)

- Under Chapter 7, recoveries to all classes except secured creditors are **0%**
- Under the Plan, all impaired classes receive **far more than in liquidation**
- Exhibit F confirms **secured, priority, administrative, and unsecured** creditors fare materially better under the Plan

Therefore, the Plan satisfies the **best-interests test** under §1129(a)(7).

Prepared by:

Sam Bazzi

President, Maximus Supply Chain Holdings, LLC

Date: _____

EXHIBIT G

BALLOTS & VOTING INSTRUCTIONS

Maximus Supply Chain Holdings, LLC

Case No. 24-40167-reg — Judge Robert E. Grant

This Exhibit provides the **Ballot Format** and **Voting Instructions** to be distributed to all creditors and interest holders entitled to vote on the **Debtor's Chapter 11 Plan of Reorganization** pursuant to 11 U.S.C. §§ 1125 and 1126.

SECTION I — WHO MAY VOTE

Under the Bankruptcy Code, only **impaired classes of creditors and interest holders** whose claims or interests are **not being paid in full** under the Plan **may vote** to accept or reject the Plan. As set forth in the Plan:

- Class 1 – Secured Creditors: Impaired — Entitled to vote.
- Class 2 – General Unsecured Creditors: Impaired — Entitled to vote.
- Class 3 – Equity Interests: Impaired — Deemed to Reject; Not Entitled to Vote

SECTION II — VOTING DEADLINE

All completed Ballots must be received by the Balloting Agent **no later than**(the “Voting Deadline”).

Return ballots to:

Balloting Agent:

Late ballots may not be counted.

SECTION III — INSTRUCTIONS FOR COMPLETING BALLOTS

1. Review the Plan and Disclosure Statement in full before voting.
2. Complete the Ballot using the name, claim amount, and class designation.
3. Indicate either:

- **ACCEPT** the Plan
 - ☐ **REJECT** the Plan
4. Sign and date the Ballot.
 5. Return the Ballot by mail, email, or fax by the Voting Deadline.

SECTION IV — SAMPLE BALLOT (Class 3 – General Unsecured Claim Holder)

BALLOT FOR ACCEPTING OR REJECTING CHAPTER 11 PLAN

Debtor: **Maximus Supply Chain Holdings, LLC**

Case No.: **24-40167-reg**

Class: **Class 3 – General Unsecured Claims**

☐ I VOTE TO ACCEPT the Plan of Reorganization dated [Insert Plan Date]

☐ I VOTE TO REJECT the Plan of Reorganization dated [Insert Plan Date]

Signature: _____

Printed Name: _____

Title (if applicable): _____

Date: _____

Return To: [Balloting Agent Contact Info]

SECTION V — TABULATION PROCEDURES

Votes will be counted as follows:

- **Acceptances** require a majority in number **and** two-thirds in amount of allowed claims actually voting in a class.
- **Class acceptance** is binding even if all members do not vote.
- Votes not returned, or improperly completed, **will not be counted**.

CERTIFICATION

This Exhibit I is incorporated into the Debtor's Chapter 11 Plan and Disclosure Statement and complies with 11 U.S.C. §§ 1125–1126.

Dated: _____

Maximus Supply Chain Holdings, LLC

By: _____

Authorized Representative

Attorney for Debtor

EXHIBIT H

NON-BINDING PLAN SUPPORT AGREEMENTS

(INFORMATIONAL ONLY)

Maximus Supply Chain Holdings, LLC

Case No. 24-40167-reg — Judge Robert E. Grant

SECTION I — SUMMARY OF SUPPORTING PARTIES

Exhibit J – Non-binding Plan Support Agreements (informational Only)

DISCLAIMER REGARDING PLAN SUPPORT AGREEMENTS

This Exhibit is provided **solely for informational purposes**. Any plan support agreement, term sheet, or expression of support referenced herein is **non-binding**, does **not constitute a ballot**, does **not evidence acceptance or rejection of the Plan**, and shall **not be relied upon** to satisfy the voting requirements of section 1126 of the Bankruptcy Code.

Acceptance or rejection of the Plan shall be determined **solely by properly cast ballots** tabulated in accordance with section 1126 of the Bankruptcy Code and the applicable Ballot Procedures Order entered by the Bankruptcy Court.

Nothing in this Exhibit modifies, supplements, or replaces the statutory voting and confirmation requirements under sections 1125, 1126, or 1129 of the Bankruptcy Code.

SUMMARY OF NON-BINDING SUPPORT

The Debtor has engaged in discussions with certain stakeholders regarding the proposed Plan. As of the date hereof, the following parties have expressed **non-binding support** for the Plan as proposed, subject to continued negotiations and the right to vote their ballots in any manner permitted by the Bankruptcy Code.

Supporting Party	Claim or Interest Type	Nature of Support
Cambridge Family of Funds	Secured Claim	Non-binding support
Cambridge Family of Funds	General Unsecured Claim	Non-binding support
Sam Bazzi	Equity Contributor (New Value)	Non-binding support

LIMITATION OF EFFECT

Plan Support Agreements referenced in this Exhibit:

- Do **not** constitute acceptance of the Plan;

- Do **not** satisfy the requirements of section 1126(c) of the Bankruptcy Code;
- Do **not** establish compliance with section 1129(a)(8);
- May be withdrawn, amended, or terminated at any time prior to confirmation.

This Exhibit shall not be cited or relied upon by any party as evidence of Plan acceptance, good faith solicitation, or satisfaction of any confirmation requirement.

CERTIFICATION

This Exhibit J reflects all known non-binding and pending Plan Support Agreements as of the Plan filing date and will be supplemented prior to confirmation as needed.

Dated: _____

Maximus Supply Chain Holdings, LLC

By: _____

Authorized Representative

R. David Boyer II

Attorney for Debtor

EXHIBIT I

FINANCIAL METHODOLOGIES & ASSUMPTIONS

(INFORMATIONAL ONLY; NOT PLAN TREATMENT)

Maximus Supply Chain Holdings, LLC

Case No. 24-40167-reg — Judge Robert E. Grant

PURPOSE AND LIMITATION

This Exhibit is provided **solely for informational and explanatory purposes** to describe the financial methodologies and assumptions underlying the Debtor's projections, feasibility analysis, and liquidation analysis.

This Exhibit does not impose, and shall not be deemed to impose, any treatment, payment terms, amortization schedules, interest rates, or timing of payment for any Claim or Interest. In the event of any inconsistency between this Exhibit and the Plan, **the Plan shall control.**

OPERATING PROJECTIONS

Projected revenues, expenses, and net margins are derived from management's good-faith operational forecasts and historical performance, adjusted for anticipated efficiency improvements and market conditions. These projections are summarized in Exhibit E and are used solely to demonstrate feasibility under section 1129(a)(11) of the Bankruptcy Code.

DEBT SERVICE ASSUMPTIONS

Debt service assumptions reflected in the financial projections are based exclusively on the treatment of **classified claims** as set forth in the Plan and applicable Exhibits.

Administrative Expenses and Priority Tax Claims are excluded from debt service modeling and are paid solely pursuant to sections 1129(a)(9)(A) and 1129(a)(9)(C) of the Bankruptcy Code, respectively. No Plan-imposed amortization schedules, interest calculations, or payment methodologies apply to such claims.

BALLOON PAYMENT ASSUMPTIONS

Balloon payment assumptions reflected in the projections are illustrative only and are intended to demonstrate the Debtor's ability to satisfy such obligations from accumulated cash flow and reserves. Nothing herein obligates the Debtor to any specific refinancing or repayment structure beyond that expressly set forth in the Plan.

NO RELIANCE

This Exhibit shall not be relied upon by any party as establishing the treatment of any Claim or Interest, compliance with any provision of section 1129 of the Bankruptcy Code, or satisfaction of any confirmation requirement.

CERTIFICATION

These definitions and methodologies govern the interpretation and application of all creditor treatment provisions and related calculations under the Plan.

Dated: _____

Maximus Supply Chain Holdings, LLC

By: _____

Authorized Representative

R. David Boyer II

Attorney for Debtor

EXHIBIT J

Estimated Administrative Expenses (Informational Only; Not a Class)

Maximus Supply Chain Holdings, LLC

Case No. 24-40167-reg — Judge Robert E. Grant

“This Exhibit is provided solely for disclosure and informational purposes. It does not create, and shall not be deemed to create, a class, category, subclass, or separate treatment of administrative expenses. All administrative expenses are unclassified and shall be paid in accordance with §1129(a)(9)(A) of the Bankruptcy Code.”

1 - Euler Hermes NA – ALPCO

Principal: \$196,828.63

2 - Securit Metal

Principal: \$256,663.50

3 - Renishaw

Principal: \$13,733.86

4 - Stretto

Principal: \$68,500.00 (Disputed Amount)

5- Cardinal Contracting, LLC

Principal: \$51,000.00

6 - JR Kelly Co.

Principal: \$17,800.00

7 - MP Baker Electric

Principal: \$108,191.04

8 - Plymouth REIT

Principal: \$135,000.00

9-BOYER & BOYER

Principal: \$100,000.00

→Debtor will seek an agreement for payment overtime of these Administrative Claimants. The Payment terms will be based on 12, 24, or 36 Months.

EXHIBIT K

PRIORITY TAX CLAIM (Informational Only; Not a Class)

Maximus Supply Chain Holdings, LLC

Case No. 24-40167-reg — Judge Robert E. Grant

Tippecanoe County Personal Property Taxes

Principal: \$144,195.99

→Debtor will see an agreement for payment overtime of this Claim. The Payment twill be based on a 60 month term.