

WILK AUSLANDER LLP
1515 Broadway, 43rd Floor
New York, New York 10036
Telephone: (212) 981-2300
Eric J. Snyder, Esq.
Eloy A. Peral, Esq.

*Counsel for Debtors and
Debtors in Possession*

MOSES & SINGER LLP
405 Lexington Avenue
New York, New York 10174
Telephone: (212) 554-7800
Alan E. Gamza, Esq.
Jessica K. Bonteque, Esq.

*Counsel for the Official Committee
Of Unsecured Creditors*

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

----- X
In re: :
: Chapter 11
BICOM NY, LLC, *et al.*,¹ :
: Case No. 17-11906(MEW)
Debtors. :
: (Jointly Administrated)
----- X

**NOTICE OF (I) OBJECTION AND VOTING DEADLINES;
(II) SOLICITATION AND VOTING PROCEDURES; (III) HEARING TO
CONFIRM DEBTORS AND THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS' JOINT CHAPTER 11 PLAN; AND (IV) CERTAIN OTHER
INFORMATION**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On January 14, 2019, the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") entered an order (the "Disclosure Statement Order") approving the Disclosure Statement (the "Disclosure Statement With Respect to the Second Amended Plan") Relating to *The Second Amended Joint Plan Of Liquidation Of The Debtors And Debtors-In-Possession And The Official Committee Of Unsecured Creditors* (the "Second Amended Plan"). Pursuant to the Disclosure Statement Order, certain revisions have been made to the Disclosure Statement With Respect to the Second Amended Plan (the "Disclosure Statement") to relate to a revised Second Amended Plan entitled *The Revised Second Amended Joint Plan Of Liquidation Of The Debtors And Debtors-In-Possession And The Official Committee Of Unsecured Creditors* (the "Plan").

¹ The last four numbers of each Debtor's taxpayer identification number are BICOM NY, LLC (9990); ISCOM NY, LLC (1589); and Bay Ridge Automotive Company, LLC (0694).

2. Additional copies of the Plan, the Disclosure Statement, the Disclosure Statement Order, and all other relevant materials are available for viewing at <http://www.jndla.com/cases/bicom> or may be obtained by contacting JND Corporate Restructuring, the Balloting Agent, (i) by email at BICOMINFO@jndla.com; or (ii) by telephone at 855-812-6112. Creditors and other parties-in-interest receiving this notice should periodically consult the Balloting Agent's website (<http://www.jndla.com/cases/bicom>) for the most current information regarding the Disclosure Statement and Plan including revisions, changes and/or supplements thereto.

3. A hearing (the "Confirmation Hearing") will be held before the Honorable Michael E. Wiles, United States Bankruptcy Judge, at the United States Bankruptcy Court, One Bowling Green, Courtroom 617, New York, NY 10004-1408, on **February 13, 2019 at 11:00 a.m. (Eastern Time)** to consider the entry of an order confirming the Plan. The Confirmation Hearing may be continued from time to time without further notice other than the announcement of the adjourned date(s) at the Confirmation Hearing or any continued hearing or in any notice of agenda filed with the Bankruptcy Court or otherwise.

4. If you are eligible to vote on the Plan, a Ballot or a Priority Non-Tax Claim Ballot/Consent Form², as applicable, for voting is enclosed in your Solicitation Package. The deadline for submitting Ballots accepting or rejecting the Plan is **February 11, 2019 at 11:59 p.m. (Eastern Time)** (the "Voting Deadline"). Parties eligible to vote on the Plan should read the Plan and Disclosure Statement carefully before submitting their Ballots. To be counted, Ballots must be completed and signed, in accordance with the instructions included with the Ballot, and returned to the Balloting Agent no later than the Voting Deadline.

5. If you are being asked to consent to your treatment under the Plan, a Priority Non-Tax Claim Ballot/Consent Form³ or a Non-Voting Consent Form, as applicable, is enclosed with your Solicitation Package. The deadline for submitting Consent Forms is **February 11, 2019 at 11:59 p.m. (Eastern Time)**. Parties being asked to consent to the Plan should read the Plan and Disclosure Statement carefully before submitting their Priority Non-Tax Claim Ballot/Consent Form or Non-Voting Consent Form, as applicable.

6. Any challenge by the Holder of a Claim to the allowance and/or amount of a Claim for voting purposes must: (i) be filed by motion on or before **January 23, 2019 at 4:00 p.m. (Eastern Time)** with the Bankruptcy Court, and served upon counsel for the Debtors and Debtors-in-Possession WILK AUSLANDER LLP, 1515 Broadway, 43rd Floor, New York, New York 10036 (Attn: Eric J. Snyder and Eloy A. Peral); (ii) counsel for the Creditors' Committee, MOSES & SINGER LLP, 405 Lexington Avenue, New York, New York 10174 (Attn: Alan E. Gamza and Jessica K. Bonteque), on or prior to the Voting Deadline; (ii) set forth with particularity the amount in which the movant believes its Claim should be Allowed for voting

² If you received a Priority Non-Tax Claim Ballot/Consent Form, the Priority Non-Tax Claim Ballot portion of the form is Item 1.

³ If you received a Priority Non-Tax Claim Ballot/Consent Form, the Priority Non-Tax Claim Consent Form portion of the form is Item 3.

purposes along with an explanation and/or calculation justifying such amount; and (iii) include supporting evidence.

7. Any objections to confirmation of the Plan (each, a “Plan Objection”) must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Rules; (iii) state the name and address of the objecting party and the amount and nature of the Claim of such party; (iv) state with particularity the basis of any objection or response and provide proposed language to remedy such objection; and (v) be filed, together with proof of service, with the Bankruptcy Court and served so as to be actually received prior to **4:00 p.m. (Prevailing Eastern Time) on February 11, 2019** by: (a) counsel for the Debtors and Debtors-in-Possession WILK AUSLANDER LLP, 1515 Broadway, 43rd Floor, New York, New York 10036 (Attn: Eric J. Snyder, Esq. and Eloy A. Peral, Esq.); (b) counsel for the Creditors’ Committee, MOSES & SINGER LLP, 405 Lexington Avenue, New York, New York 10174 (Attn: Alan E. Gamza, Esq. and Jessica K. Bonteque, Esq.); and (c) William K. Harrington, United States Trustee for Region 2, 201 Varick Street, Suite 1006, New York, NY 10014 (Attn: Richard C. Morrissey, Esq.). Plan Objections not timely filed and served shall be overruled and not considered.

8. Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Plan.

9. THE PLAN PROPOSES AN INJUNCTION AND RELEASES. The Plan proposes that the following injunctions be entered, and Releases be granted, by the Bankruptcy Court:

RELEASES

- a. ***Chase Release.*** As of the Effective Date, Chase and its subsidiaries, affiliates, successors and assigns, current and former officers, directors, members, managers, principals, employees, agents, financial advisors, attorneys, accountants, consultants, insurers, reinsurers, underwriters, representatives and other professionals, in each case in their capacity as such (each, a “Chase Released Party”) shall be deemed to be and hereby are forever released and discharged by the Debtors, the reorganized debtors, and their respective Estates from any and all claims (as defined in Section 101(5) of the Bankruptcy Code), obligations, rights, suits, demands, damages, actions, causes of action, debts, judgments, remedies and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, direct or indirect, derivative, in law, equity or otherwise relating to any of the Debtors, any Estate or any current or former Assets of any Debtor and taking place on or before the Effective Date; provided, however, that Chase shall not be released from, and shall continue to be bound to perform its obligations under the Chase Settlement Agreement as incorporated into the Plan. Each Debtor, the Committee and any other representative of any Debtor’s estate, hereby irrevocably covenant to refrain from, directly or indirectly, asserting any Claim or demand, or commencing, instituting or causing to be commenced, any proceeding of any kind against any Chase Released Party based upon any Claim, obligation,

right, suit, demand, damage, action, cause of action, debt, judgment, remedy or liability released above. Further, no estate rights of any kind against any Chase Released Party have been assigned or transferred to any person or entity.

- b. **Debtors' Release of Claims Against Managers, Officers, Directors and Professional of the Debtors.** As of the Effective Date, Debtors shall be deemed to have released all claims in connection with or related to any action or omission taking place after the Commencement Date and prior to the Effective Date in any way relating to the Debtors, the Chapter 11 Cases, the Plan, the Committee, against the Debtors' present and former managers, officers, employees, agents, financial advisors, attorneys and professionals; provided, however, the foregoing shall not waive or release any causes of action arising out of (i) any contractual obligations owing by any such party (ii) any Avoidance Actions or (iii) the willful misconduct, gross negligence, intentional fraud or criminal conduct of any such party.
- c. **Debtors' Release of Claims Against Creditor Representatives.** As of the Effective Date, Debtors shall be deemed to have released all claims in connection with or related to any action or omission taking place after the Commencement Date and prior to the Effective Date in any way relating to the Debtors, the Chapter 11 Cases, the Plan, or the Committee and its members, against the Committee and its members, or any of their respective employees, agents, financial advisors, attorneys and professionals; provided, however, the foregoing shall not waive or release any causes of action arising out of (i) any contractual obligations owing by any such party (ii) the willful misconduct, gross negligence, intentional fraud or criminal conduct of any such party.
- d. **Releasing Parties' Release of Claims Against Released Parties.** As of the Effective Date, in consideration for the obligations of the Debtors and Chase under this Plan, and the consideration and other contracts, instruments, releases, agreements, or documents to be entered into or delivered in connection with this Plan, each Releasing Party shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released, waived, and discharged any and all liabilities whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Releasing Party has, had, or may have against any Released Party (which release shall be in addition to the discharge of Claims and termination of Equity Interests provided herein and under the Confirmation Order and the Bankruptcy Code), in each case, in connection with, relating to, or arising out of, out-of-court restructuring efforts or the Chapter 11 Cases related to any of the Debtors, including, without limitation, (i) the negotiation of any settlements entered into with or by any of the Debtors or any other estate representatives, (ii) the formulation,

preparation, dissemination, negotiation, filing, prosecution, approval or administration of the Disclosure Statement, this Plan (including any term sheets related hereto), the DIP Loan Documents, the Final DIP Financing Order, or (iii) any contract, instrument, release or other agreement or document created or entered into in connection with any such negotiations or settlements or the Disclosure Statement, this Plan, DIP Loan Documents, the Final DIP Financing Order, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, and the administration and implementation of the Plan; provided, however, the foregoing shall not waive or release any causes of action arising out of (i) any contractual obligations owing by any such party or (ii) the willful misconduct, gross negligence, intentional fraud or criminal conduct of any such party.

- e. For the avoidance of doubt and notwithstanding anything to the contrary in this Plan or otherwise, nothing herein shall release any claims that arose prior to the Effective Date against the Debtors' Principals or any related parties, affiliates of the Debtors, including but not limited to, BNF Brooklyn, BNF Partners, MTKN, White Plains, BNF NY, IFC, KAH, ACIM, ALIM, and 8904 and such claims shall be expressly preserved.

EXCULPATION

As of the Effective Date, each (i) Debtor, (ii) the Committee, (iii) each member the Committee, (iv) each Chase Released Party, (v) the respective financial advisors, attorneys, accountants, consultants and other professionals of each person or entity referred to in parts (i) through (iv) of this sentence (each an "Exculpated Party") shall neither have nor incur, and each Exculpated Party is hereby released and exculpated from, any Exculpated Claim or obligation, cause of action or liability for any Exculpated Claim, except for gross negligence or willful misconduct, but in all respects each Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under this Plan or in the context of each Debtor's Chapter 11 Case. No Holder of a Claim or Equity Interest or any other party-in-interest, including their respective agents, employees, representatives, financial advisors, attorneys, or affiliates, shall have any right of action against any Exculpated Party relating to, or arising out of the Exculpated Claims, except for such Exculpated Party's own willful misconduct or gross negligence; provided, however, that nothing in the Plan shall, or shall be deemed to, release or exculpate the Exculpated Parties with respect to their obligation or covenants arising pursuant to the Plan.

Remember of Page Intentionally Omitte

INJUNCTION

To the fullest extent provided in Section 1141 of the Bankruptcy Code, as of the Effective Date, all Persons that have held, currently hold or may hold a Claim or other debt or Liability or interest that is addressed in the Plan are permanently enjoined from taking any action on account of such Claims, debts, Liabilities, or interest, other than actions brought to enforce any rights or obligations under the Plan.

Dated: New York, New York
January 16, 2019

WILK AUSLANDER LLP

By: /s/ Eric J. Snyder
Eric J. Snyder, Esq.
Eloy A. Peral, Esq.
1515 Broadway, 43rd Floor
New York, New York 10036
(212) 981-2300

*Counsel for the Debtors and
Debtors in Possession*

-and-

MOSES & SINGER LLP

By: /s/Alan E. Gamza
Alan. E. Gamza, Esq.
Jessica K. Bonteque, Esq.
405 Lexington Avenue
New York, New York 10174
(212) 554-7800