

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

SECURE HOME HOLDINGS LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 21-10745 (xxx)

(Joint Administration Pending)

DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) SCHEDULING A COMBINED DISCLOSURE STATEMENT APPROVAL AND PLAN CONFIRMATION HEARING, (II) ESTABLISHING PLAN AND DISCLOSURE STATEMENT OBJECTION AND REPLY DEADLINES AND RELATED PROCEDURES, (III) APPROVING THE PREPETITION SOLICITATION PROCEDURES, (IV) APPROVING THE COMBINED HEARING NOTICE, (V) APPROVING NOTICE AND OBJECTION PROCEDURES FOR THE ASSUMPTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES, (VI) WAIVING THE REQUIREMENT OF FILING SCHEDULES, STATEMENTS OF FINANCIAL AFFAIRS, RULE 2015.3 REPORTS AND SECTION 341 MEETING OF CREDITORS AND (VII) GRANTING RELATED RELIEF

Secure Home Holdings LLC and certain of its affiliates, the debtors and debtors in possession in the above-captioned cases (collectively, the “**Debtors**,” or the “**Company**”), by and through their undersigned proposed counsel, hereby submit this motion (the “**Motion**”) for entry of an order substantially in the form attached hereto as **Exhibit A** granting the relief requested below. This Motion is supported by the *Declaration of Amy V. Kothari in Support of Debtors' Chapter 11 Petitions and First Day Pleadings* (the “**First Day Declaration**”), and respectfully represent as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (the “**Court**”) has jurisdiction over the Chapter 11 Cases, the Debtors, property of the Debtors' estates, and this

¹ The Debtors in these chapter 11 cases, along with the last four digits of their respective tax identification numbers, are as follows: Secure Home Holdings LLC (1583); ACA Security Systems GP, LLC (5674); ACA Security Systems LP (3613); Hawk Creation, LLC (3525); and My Alarm Center, LLC (0273). The address of the Debtors' corporate headquarters is 3803 West Chester Pike, Ste 100, Newtown Square, Pennsylvania 19073.

matter under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated as of February 29, 2012. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A).

2. Pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), the Debtors consent to the entry of a final judgment or order with respect to this Motion if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

3. Venue of the Chapter 11 Cases in this District is proper under 28 U.S.C. §§ 1408 and 1409.

4. The predicates for the relief requested herein are sections 105, 363, 1102, 1107, 1108, 1125, 1126, 1128 and 1129 of title 11 of the United States Code, 11 U.S.C. §§ 101 – 1532 (the “**Bankruptcy Code**”), Rules 2002, 3016, 3017, 3018, 3020, and 9006 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Local Rules 3017-1, 9006-1 and 9013-1(m).

RELIEF REQUESTED

5. By this Motion, and pursuant to the authorities cited above, the Debtors request entry of an order (the “**Proposed Order**”):

- i. scheduling a combined hearing (the “**Combined Hearing**”) on or about May 24, 2021, to consider (a) the adequacy of the *Disclosure Statement for the Joint Prepackaged Chapter 11 Plan of Reorganization of Secure Home Holdings LLC and Its Affiliated Debtors and Debtors In Possession* (as amended, supplemented or otherwise modified from time to time, the “**Disclosure Statement**”), and (b) confirmation of the *Joint Prepackaged Chapter 11 Plan of Reorganization of Secure Home Holdings LLC and Its Affiliated Debtors and Debtors In Possession* (as amended, supplemented or otherwise modified from time to time, the “**Plan**”);²

² Capitalized terms used but not defined in this Motion shall have the meanings assigned to such terms in the Plan.

- ii. establishing a deadline for objections to the adequacy of the Disclosure Statement and confirmation of the Plan (the “**Objection Deadline**”) and approving procedures and a deadline for the filing of a combined pleading in support of confirmation of the Plan and in reply to any objections to the Disclosure Statement or Plan (the “**Reply Deadline**”);
- iii. establishing a deadline to file a plan supplement (the “**Plan Supplement Filing Deadline**”);
- iv. approving the prepetition solicitation procedures regarding votes to accept or reject the Plan, including the forms of ballots (the “**Solicitation Procedures**”);
- v. approving the procedures and standard assumptions used for tabulating Ballots (as defined below) (the “**Tabulation Procedures**”);
- vi. approving the form and manner of the notice of commencement of these Chapter 11 Cases and the Combined Hearing and the Objection Deadline (the “**Combined Hearing Notice**”) and the form and manner of the publication of the Combined Hearing (the “**Publication Notice**”);
- vii. approving the forms of notices to be sent to counterparties to Executory Contracts and Unexpired Leases that may be assumed or assumed and assigned pursuant to the Plan (an “**Assumption Notice**”) and procedures, including the applicable objection deadline, for the assumption of executory contracts and unexpired leases under the Plan (the “**Executory Contract Procedures**”);
- viii. conditionally directing the Office of the United States Trustee for the District of Delaware (the “**U.S. Trustee**”) not to convene a meeting of creditors pursuant to section 341 of the Bankruptcy Code within seventy-five days of the Petition Date (as defined below);

- ix. conditionally waiving the requirements that the Debtors file schedules of assets and liabilities (the “**Schedules**”), the statement of financial affairs (“**SOFAs**”), and the initial reports of financial information in respect of which their chapter 11 estates hold a controlling interest, as set forth in Bankruptcy Rule 2015.3 (the “**2015.3 Reports**”); and
- x. granting related relief.

6. In connection with the foregoing, the Debtors respectfully request that the Court approve the following schedule of proposed dates (the “**Proposed Confirmation Schedule**”), subject to the Court’s availability:

EVENT	DATE
Voting Record Date ³	April 23, 2021
Commencement of Solicitation	April 25, 2021
Voting Deadline	April 25, 2021 at 5:00 p.m. (<i>prevailing Eastern Time</i>)
Combined Hearing Notice	One business day after entry of the Proposed Order, or as soon as practicable thereafter
Publication Notice	As soon as practicable after entry of the Proposed Order but in no event, no later than seven (7) days thereafter
Plan Supplement Deadline	May 13, 2021
Objection Deadline	May 17, 2021 at 4:00 p.m. (<i>prevailing Eastern Time</i>)
Reply and Voting Report Deadline	May 21, 2021 at 4:00 p.m. (<i>prevailing Eastern Time</i>)
Combined Hearing to Approve Disclosure Statement and Confirmation of the Plan	May 24, 2021

³ The “Voting Record Date” is the date as of which a holder of record of a claim or interest entitled to vote on the Plan must have held such claim or interest to cast a vote to accept or reject the Plan.

7. Also summarized below are the attachments and exhibits cited throughout this Motion:

PLEADING	EXHIBIT
Proposed Order	Exhibit A to this Motion
Combined Hearing Notice	Exhibit 1 to the Proposed Order
Publication Notice	Exhibit 2 to the Proposed Order
Forms of Class 3-A Ballots	Exhibit 3 to Proposed Order
Assumption Notice	Exhibit 4 to Proposed Order

BACKGROUND

8. On April 25, 2021 (the “**Petition Date**”), each Debtor commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code (collectively, the “**Chapter 11 Cases**”). The Debtors have requested that the Chapter 11 Cases be jointly administered.

9. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. As of the date hereof, no trustee, examiner, or official committee of unsecured creditors has been appointed in these Chapter 11 Cases. No date has been set for a meeting pursuant to section 341 of the Bankruptcy Code.

10. Before the Petition Date, on April 25, 2021, the Debtors initiated the solicitation of votes on the Plan through the dissemination of the Disclosure Statement pursuant to sections 1125 and 1126(b) of the Bankruptcy Code and applicable non-bankruptcy law.

11. Additional factual background regarding the Debtors, including their business operations, capital and debt structures, and the events leading to the filing of these Chapter 11 Cases, is set forth in detail in the First Day Declaration, which is fully incorporated in this Motion by reference.

THE PREPACKAGED JOINT PLAN

12. As described in more detail in the First Day Declaration, the Debtors' business became severely constrained in late 2019 due to a lack of access to capital under the Debtors' prepetition revolving credit facility. The Debtors had proactively sought an amendment to the terms of the revolving credit facility to avoid an anticipated potential covenant violation but were unable to reach agreement upon an amendment. The resulting covenant breaches limited the Debtors' access to capital under the facility. The Debtors' business model depends upon the generation or acquisition of customer contracts, which are capital-dependent activities; when that access to capital became constrained, the Debtors' revenues declined.

13. The effects of the global pandemic unsurprisingly exacerbated the Debtors' financial challenges, by, among other things, increasing the Debtors' costs, further constraining the generation and acquisition of new contracts, and putting significant strains on the Debtors' workforce. However, the Debtors' fundamental business, infrastructure, workforce, and commitment to outstanding customer service remains unimpaired.

14. The Debtors have engaged in extensive efforts to pursue alternative M&A and refinancing transactions. Although a number of such potential transactions with third parties have been close to completion, none resulted in a definitive agreement. As a result, the Debtors have negotiated the Plan with their First Lien Lenders.

15. Under the Plan, the Claims held by the First Lien Lenders are classified as Class 3-A – First Lien Secured Claims (the “**Voting Class**”). The Voting Class is the only voting class under the Plan and is impaired. Unimpaired classes include: Class 1 (Other Priority Claims) and Class 2 (Other Secured). Class 3-B (Second Lien Secured Claims) and Class 4 (General Unsecured Claims) receive no distribution under the Plan and are therefore deemed to reject. Classes 5 (Intercompany Claims), 6 (Subordinated Claims), 7 (Equity Interests) and 8 (Intercompany Equity Interests) are also non-voting classes.

16. The Proposed Confirmation Schedule sets forth the timetable for the Chapter 11 Cases, including with respect to the solicitation, confirmation, and consummation of the Plan. This proposed timetable will allow the Debtors to move through the Chapter 11 Cases to an expeditious resolution and ensure that the Debtors’ businesses are preserved and continue to operate.

17. The Debtors, therefore, submit that confirming the Plan on the Proposed Confirmation Schedule is in the best interests of the Debtors, their estates, and all stakeholders, and should be approved.

BASIS FOR RELIEF

A. APPROVAL OF THE DISCLOSURE STATEMENT AT THE COMBINED HEARING

18. Pursuant to section 1126(b)(2), the acceptance or rejection of a plan may be solicited from a holder of a claim or interest if the solicitation was commenced prior to the commencement of the bankruptcy case and such solicitation was in compliance with any applicable nonbankruptcy laws, rules, or regulations governing the adequacy of disclosure of such solicitation, or if no such law, rule or regulation exists, if the solicitation provided adequate information as defined in section 1125(a) of the Bankruptcy Code. As set forth more fully below, the Debtors’ solicitation of acceptances with respect to the Plan is in compliance with applicable

nonbankruptcy law, which law does not impose restrictions on solicitation. Accordingly, at the Combined Hearing, the Debtors will request the Court to find that the Disclosure Statement contains “adequate information” as defined in section 1125(a) of the Bankruptcy Code. *See* 11 U.S.C. §§ 1125(a)(1), 1126(b)(2).

19. As will be demonstrated at the Combined Hearing, the Disclosure Statement contains “adequate information” as defined in section 1125(a) of the Bankruptcy Code because it is both extensive and comprehensive and includes sufficient detail for a Holder of a Class 3-A Claim evaluating the Plan to make an informed decision concerning whether to vote to accept or reject the Plan. Specifically, while the determination of what constitutes “adequate information” is based upon the facts and circumstances of each case, the critical focus is on whether sufficient information is provided to enable parties to vote in an informed way, and that standard is easily met here.⁴ Specifically, the Disclosure Statement contains a number of categories of information that courts consider “adequate information,” including, without limitation:

CATEGORY	DESCRIPTION	LOCATION IN DISCLOSURE STATEMENT
Business Overview and Debtors’ Corporate and Capital Structure	An overview of the Debtors’ corporate history, business operations, organizational structure and capital structure.	Article IV
Overview of Anticipated Chapter 11 Cases, including Circumstances Leading to These Chapter 11 Cases	An overview of (i) the pre-pandemic challenges faced by the Debtors’ business, the impact of the COVID-19 pandemic, and the Debtors’ response thereto, and the Debtors’ efforts to work constructively with the Prepetition First Lien	Article V

⁴ *See* 11 U.S.C. § 1125(a)(1) (“[A]dequate information’ means information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor’s books and records”); *see also Oneida Motor Freight, Inc. v. United Jersey Bank*, 848 F.2d 414, 417 (3d Cir. 1988) (“From the legislative history of § 1125 we discern that adequate information will be determined by the facts and circumstances of each case.”); *First Am. Bank of N.Y. v. Century Glove, Inc.*, 81 B.R. 274, 279 (D. Del. 1988) (noting that adequacy of disclosure for a particular debtor will be determined based on how much information is available from outside sources); S. Rep. No. 95-989, at 121 (1978), *as reprinted in* 1978 U.S.C.C.A.N. 5787, 5907 (“The information required will necessarily be governed by the circumstances of the case.”).

CATEGORY	DESCRIPTION	LOCATION IN DISCLOSURE STATEMENT
	Lenders to continue operations while developing the Plan and restructuring transactions contemplated thereunder; (ii) the DIP Facility; and (iii) anticipated events during the Chapter 11 Cases.	
Certain Factors to be Considered	An overview of certain risks associated with the Debtors' business, the Plan and the restructuring transactions contemplated thereunder, forward-looking statements within the Disclosure Statement, and an overall disclaimer as to the information provided by and set forth in the Disclosure Statement.	Article VII
Voting Procedures and Requirements	A description of the procedures for soliciting votes to accept or reject the Plan and voting on the Plan.	Section 3.6
Confirmation Procedures	Confirmation procedures and statutory requirements for confirmation and consummation of the Plan.	Article VIII
Certain Securities Laws Matters	A description of the applicability of section 1145 of the Bankruptcy Code and the issuance of new equity interests pursuant to the Plan.	Article IX
Certain United States Federal Income Tax Consequences of the Plan	A description of certain U.S. federal income tax law consequences of the Plan.	Article X
Conclusion and Recommendation	A recommendation by the Debtors to Holders of Claims in the Voting Class to vote to accept the Plan.	Article XI
Liquidation Analysis	An analysis of the liquidation value of the Debtors.	Exhibit B
Financial Projections	An overview of the Debtors' financial projections for the fiscal years ending December 2021 through 2025.	Exhibit C
Valuation Analysis	An overview of the Debtors' ability to meet their respective obligations under the Plan.	Exhibit D

CATEGORY	DESCRIPTION	LOCATION IN DISCLOSURE STATEMENT
Corporate Organizational Chart	A chart depicting the organizational structure of the Debtors.	Exhibit E
Certain Restructuring Transactions	A description of certain of the Restructuring Transactions required to be taken in connection with consummation of the Plan.	Exhibit F

20. In addition, and as noted above, the Disclosure Statement and the Plan were subject to extensive review and comment by the Prepetition First Lien Lenders and their respective advisors. Additionally, each of the Prepetition First Lien Lenders have affirmatively voted to accept the Plan. Accordingly, the Debtors submit that the Disclosure Statement contains adequate information within the meaning of section 1125(a) of the Bankruptcy Code and request that it be approved at the Combined Hearing.

B. THE PROPOSED CONFIRMATION SCHEDULE AND PROPOSED COMBINED HEARING NOTICE ARE PROPER.

21. **The Court Should Approve a Combined Hearing.** The Debtors seek a Combined Hearing to consider approval of the Disclosure Statement and confirmation of the Plan to be held, subject to the Court's availability, on or about May 24, 2021.

22. The Court may combine the hearing on the adequacy of the disclosure statement with the confirmation hearing. *See* 11 U.S.C. § 105(d)(2)(B)(vi) (authorizing the Court to combine a hearing on approval of a disclosure statement with the confirmation hearing). The Debtors submit that a combined hearing on the Disclosure Statement and Plan would promote judicial economy and expedite the reorganization of the Debtors for the benefit of their economic stakeholders, vendors, customers and employees. Accordingly, the Debtors request that the Court schedule a single Combined Hearing to consider the Disclosure Statement and Plan. In so doing, the Court

will enable the Debtors to minimize the adverse effects that the chapter 11 filings might have on the Debtors' business and going-concern value, as other courts in this district have acknowledged by granting similar relief. This request is consistent with the practice for prepackaged cases and will facilitate an expeditious and efficient reorganization that will promptly permit the Debtors to emerge from Chapter 11. *See, e.g., In re Ferrellgas Partners, L.P.*, No. 21-0021 (MFW) (Bankr. D. Del. Jan. 13, 2021) (approving combined confirmation and disclosure statement hearing); *In re Broadvision, Inc.*, No. 20-10701 (CSS) (Bankr. D. Del. Apr. 1, 2020) (approving combined confirmation and disclosure statement hearing); *In re VIP Cinema Holdings, Inc.*, No. 20-10345 (MFW) (Bankr. D. Del. Feb. 21, 2020) (same); *In re Reva Medical, Inc.*, No. 20-10072 (JTD) (Bankr. D. Del. Jan. 16, 2020) (same); *In re Blackhawk Mining LLC*, No. 19-11595 (LSS) (Bankr. D. Del. July 22, 2019) (same); *In re Fuse, LLC*, No. 19-10872 (KG) (Bankr. D. Del. Apr. 24, 2019) (same).

23. **The Court Should Approve The Proposed Schedule for the Combined Hearing.** Bankruptcy Rules 2002(b) and 3017(a) require that the Debtors provide twenty-eight (28) days' notice by mail to all creditors, equity security holders, and other parties in interest of the time fixed for filing objections to approval of a disclosure statement or confirmation of a plan of reorganization, subject to this Court's discretion to shorten such period under Bankruptcy Rule 9006(c)(1). Section 1128(a) of the Bankruptcy Code further provides that "[a]fter notice, the court shall hold a hearing on confirmation of a plan." Local Rule 3017-1 provides that "the hearing date [to consider approval of the disclosure statement] shall be at least thirty-five days following the service of the disclosure statement and the objection deadline shall be at least twenty-eight (28) days from service of the disclosure statement." DEL. BANKR. L.R. 3017-1. Section 105(d)(2)(B)(vi)

of the Bankruptcy Code permits the Court to combine the hearing on the adequacy of a disclosure statement with the hearing on confirmation of the related plan. *See* 11 U.S.C. § 105(d)(2)(B)(vi).

24. It is appropriate under the circumstances of the Chapter 11 Cases to set the Combined Hearing, subject to the Court's availability, on or about May 24, 2021. The milestones set forth in the DIP facility documents require the Debtors to seek a combined hearing on the Plan and Disclosure Statement and obtain confirmation of the Plan on or before 35 days from the Petition Date (*i.e.*, by May 30, 2021 and that the Plan be substantially consummated on or before 50 days from the Petition Date (*i.e.*, by June 15, 2021). To enable the Debtors to meet the deadlines set forth in the DIP Credit Agreement, the Debtors therefore request that the Court set May 24, 2021 (or as soon thereafter as possible) as the date for the Combined Hearing, which would be 29 days after the Petition Date.

25. The proposed scheduling is also appropriate here because the most sensitive and difficult task required to effectuate a successful reorganization—the negotiation of consensual agreements with critical investor constituencies—concluded in advance of the Petition Date. Likewise, the Debtors have already substantially completed another significant and complex task required to effectuate a successful reorganization—the negotiation, formulation, and solicitation of a consensual joint chapter 11 plan of reorganization.

26. Specifically, the Debtors distributed the Solicitation Packages to the Voting Class on April 25, 2021. The Disclosure Statement contained in the Solicitation Package notified parties of a projected hearing date to consider the adequacy of the information in the Disclosure Statement and confirmation of the Plan once these Chapter 11 Cases were commenced. Therefore, each Holder of Impaired Claims received approximately 29 days' notice of the proposed Combined Hearing, and, significantly, all Holders of Claims entitled to vote have already submitted Ballots

accepting the Plan, evidence that sufficient notice was actually received by all impacted stakeholders. The Debtors have received sufficient votes in favor of the Plan from the Voting Class to confirm the Plan, consistent with section 1126(c) of the Bankruptcy Code.

27. Accordingly, no party should require additional time and there is no reason to delay consideration of the adequacy of the Disclosure Statement and confirmation of the Plan. A combined hearing on the Disclosure Statement and Plan will allow the Debtors to effectuate their restructuring expeditiously, which will preserve and maximize value for all parties. It will also ensure minimal disruption to the Debtors' businesses. The proposed schedule will serve to minimize administrative expenses—thereby benefiting parties in interest in these Chapter 11 Cases which is the hallmark of a prepackaged plan of reorganization. Therefore, the Debtors hereby respectfully request entry of the Proposed Order setting May 24, 2021, or as soon thereafter as the Court's schedule may permit, as the date for the Combined Hearing to consider adequacy of the Disclosure Statement and confirmation of the Plan.

28. Courts in this and other districts have routinely permitted combined hearings in similar fashion in other prepackaged chapter 11 cases. *See, e.g., In re Ferrellgas Partners, L.P.*, No. 21-0021 (MFW) (Bankr. D. Del. Jan. 13, 2021) (scheduling a combined hearing 39 days from petition date); *In re Pennsylvania Real Estate Investment Trust*, Case No. 20-12737 (KBO) [D.I. 83] (Bankr. D. Del. Nov. 3, 2020) (scheduling a combined hearing 23 days from petition date); *In re Anna Holdings, Inc.*, Case No. 19-12551 (CSS) [D.I. 98] (Bankr. D. Del. Dec. 3, 2019) (scheduling a combined hearing 15 days from petition date); *In re Joerns Woundco Holdings, Inc.*, 19-11401 (JTD) [D.I. 66] (Bankr. D. Del. June 26, 2019) (scheduling combined hearing 31 days from petition date); *In re Arsenal Energy Holdings LLC*, Case No. 19-10226 (BLS) [D.I. 30] (Bankr. D. Del. Feb. 6, 2019) (scheduling combined hearing 9 days from petition date); *In re Rand*

Logistics, Inc., Case No. 1810175 (BLS) [D.I. 47] (Bankr. D. Del. Jan. 31, 2018) (scheduling combined hearing 29 days from petition date).⁵

29. The Debtors also request that the Court set 4:00 p.m. (*prevailing* Eastern Time) on May 17, 2021, as the Objection Deadline for filing responses or objections to approval of the Disclosure Statement or confirmation of the Plan. The proposed Objection Deadline will provide holders of Claims and Interests with sufficient notice of the deadline for filing objections to the Disclosure Statement and Plan, while still affording the Debtors and any parties in interest time to file a reply brief and attempt to consensually resolve as many of those objections as possible.

30. The Debtors further request that the Court require that any responses or objections to either approval of the Disclosure Statement or confirmation of the Plan: (i) be in writing; (ii) comply with 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 or interest beneficially owned by such entity; (iv) state with particularity the legal and factual basis for such objections, and, if practicable, a proposed modification to either the Disclosure Statement or Plan that would resolve such objections; and (v) be filed with the Court with proof of service thereof and served on the following parties (the “**Notice Parties**”) so as to be actually received by the Objection Deadline. The Notice Parties are: (a) the Debtors, 3803 West Chester Pike, Suite 100, Newtown Square, Pennsylvania 19073 (*Attn:* Amy Kothari, Anastasia Bottos and Evan Flamm) (avk@alarmcapital.com, anastasia.bottos@myalarmcenter.com and evan.flamm@myalarmcenter.com); (b) *proposed* counsel for the Debtors, (i) *Skadden, Arps, Slate, Meagher & Flom LLP*, 300 South Grand Avenue, Suite 3400, Los Angeles, California 90071-3144 (*Attn:* Van C. Durrer, Esquire and Destiny N.

⁵ The orders referenced in this Motion are voluminous in nature and, therefore, are not attached to this Motion; however, in accordance with Local Rule 7007-2, the Debtors’ proposed counsel has copies of each order and will make them available to the Court or any party that requests them. Additionally, the orders are available on this Court’s CM/ECF PACER site at the cited document numbers on the dates specified above.

Almogue, Esquire) (Email: Van.Durrer@skadden.com and Destiny.Almogue@skadden.com); and (ii) *Chipman Brown Cicero & Cole, LLP*, Hercules Plaza, 1313 North Market Street, Suite 5400, Wilmington, Delaware 19801 (Attn: William E. Chipman, Jr., Esquire, Robert A. Weber, Esquire and Mark D. Olivere, Esquire) (Email: chipman@chipmanbrown.com; weber@chipmanbrown.com; and olivere@chipmanbrown.com); (c) the Office of the United States Trustee for the District of Delaware (Attn: Timothy J. Fox, Esquire); and (d) counsel to the DIP Lender, *Ropes & Gray LLP*, 1211 Avenue of the Americas, New York, New York 10036-8704 (Attn: Gregg M. Galardi, Esquire) (Email: Gregg.galardi@ropesgray.com); and (e) any other party entitled to notice under Bankruptcy Rule 2002.

31. In addition, the Debtors request that they (and other parties that support the Plan) be permitted to file a combined brief in support of confirmation of the Plan and final approval of the Disclosure Statement and replies to any objections or responses to approval of the Disclosure Statement and/or confirmation of the Plan received by the Objection Deadline on or before May 20, 2021.

32. Given the circumstances of the Chapter 11 Cases, the relief requested herein is appropriate and consistent with Bankruptcy Rule 9006(c)(1). The relief requested will assist the Debtors in moving toward expeditious confirmation of the Plan and implementation of the transactions contemplated thereby, with the least possible disruption or harm to their businesses, for the benefit of all stakeholders.

33. **The Court Should Approve the Form and Manner of Notice of the Combined Hearing.** A debtor is typically required to provide notice of a hearing to consider the adequacy of the disclosure statement and a hearing to consider confirmation of a plan to all creditors, equity security holders, and the U.S. Trustee. *See* Bankruptcy Rules 2002(b), 3017(d). To reduce

administrative costs and expedite the Debtors' restructuring, the Debtors are seeking this Court's approval to serve the Combined Hearing Notice to all creditors, equity security holders, and the office of the United States Trustee for Region 3 (the "**U.S. Trustee**"). The Debtors request approval of the Combined Hearing Notice, substantially in the form attached to the Proposed Order as **Exhibit 1** and the Publication Notice, substantially in the form attached to the Proposed Order as **Exhibit 2**.

34. In accordance with Bankruptcy Rules 2002 and 3017(d), the Combined Hearing Notice will: (a) provide notice of the commencement of these Chapter 11 Cases; (b) provide a brief summary of the Plan; (c) disclose the date and time of the Confirmation Hearing; (d) disclose the date and time of the Objection Deadline and the procedures for objecting to the Disclosure Statement and the Plan; and (e) provide instructions for obtaining copies of the Disclosure Statement and Plan.

35. Bankruptcy Rule 2002(f)(1) provides that notice of "the order for relief" shall be sent by mail to all creditors. Bankruptcy Rule 2002(d) similarly provides that, unless otherwise ordered by the court, notice of the "order for relief" shall be given to all of the Debtors' equity security holders.

36. The Combined Hearing Notice will be served upon all known Holders of Claims against or Interests in the Debtor, which service will occur no later than one business day following entry of the Proposed Order, or as soon as reasonably practicable thereafter. The Combined Hearing Notice likewise will be served upon both the Voting Class and Non-Voting Class.

37. In addition, Bankruptcy Rule 2002(1) permits the Court to "order notice by publication if it finds that notice by mail is impracticable or that it is desirable to supplement the notice." The Debtors request that the Court authorize them, in their sole discretion, to provide a

supplemental publication notice (the “**Publication Notice**”) of the Combined Hearing as soon as reasonably practicable following the entry of the Proposed Order in the national edition of the New York Times National Edition or another nationally-circulated newspaper and/or regional newspapers to inform (a) those creditors who are unknown to, or not reasonably ascertainable by, the Debtor and (b) those creditors with potential claims unknown by the Debtors. *See* FED.R.BANKR. P. 2002(1). In addition, the Debtors will cause the Combined Hearing Notice to be posted electronically on the case website maintained by the Claims and Notice Agent: <http://cases.kccllc.net/securehome>.

38. To provide another layer of notice to parties in interest in these Chapter 11 Cases, the Debtors will post to the Claims and Notice Agent’s website various chapter 11 documents, including the following: (i) the Plan; (ii) the Disclosure Statement (with all exhibits); (iii) this Motion and any orders entered in connection with this Motion; and (iv) the Combined Hearing Notice.

39. Therefore, the Debtors respectfully submit that the proposed service of the Combined Hearing Notice will provide sufficient notice to all parties in interest in the Chapter 11 Cases of the commencement of such cases, the date, time, and place of the Combined Hearing and the procedures for objecting to the adequacy of the Disclosure Statement or the confirmation of the Plan.

C. APPROVAL OF THE SOLICITATION PROCEDURES.

40. The Debtors request that the Court approve the Solicitation Procedures instituted in connection with the Disclosure Statement at the Combined Hearing as set forth below.

41. As set forth above, the Plan provides that Classes 1 and 2 are Unimpaired Classes. Pursuant to section 1126(f) of the Bankruptcy Code, the Holders of Claims or Interests in each of

the Unimpaired Classes are conclusively presumed to have accepted the Plan and thus are not entitled to vote. Accordingly, the Debtors have not solicited votes from such Holders, nor have they solicited votes from Holders of Claims or Interests in Classes 4 through 8 (the “**Rejecting Classes**”), which receive no distribution under the Plan and, therefore, are deemed to reject the Plan. *See* 11 U.S.C. §1126(g). With respect to the Unimpaired Classes and the Rejecting Classes, the Solicitation Procedures undertaken by the Debtors and described herein comply with the Bankruptcy Code and should be approved. The Debtors respectfully request that the Court consider approval of the Solicitation Procedures with respect to these classes at the Combined Hearing.

42. **Solicitation of Voting Class.** Section 1126(b) of the Bankruptcy Code expressly permits a debtor to solicit votes from holders of claims or interests prepetition and without a court-approved disclosure statement if the solicitation complies with applicable non-bankruptcy law—including generally applicable federal and state securities laws or regulations—or, if no such laws exist, the solicited holders receive “adequate information” within the meaning of section 1125(a) of the Bankruptcy Code.

43. The Debtors commenced solicitation of Holders of Class 3-A Claims entitled to vote on the Plan prior to the Petition Date in accordance with the Solicitation Procedures described herein, consistent with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules. Specifically, on April 25, 2021, the Debtors distributed solicitation packages via e-mail (the “**Solicitation Packages**”) to the Holders of Class 3-A Claims. Each Solicitation Package included (i) the Plan, (ii) the Disclosure Statement, together with exhibits including the Valuation Analysis, the Liquidation Analysis, Financial Projections, a Corporate Organizational Chart, and an exhibit

describing certain restructuring transactions, and (iii) a Ballot in the form attached to the Proposed Order at Exhibit 3 (the “**Ballot**”).

44. The Solicitation Packages clearly disclosed the Debtors’ expectations and intentions to: (a) commence the Chapter 11 Cases; (b) request that the Court approve the Solicitation Procedures as set forth in the Disclosure Statement, including setting April 25, 2021, at 5:00 p.m. (*prevailing* Eastern Time) as the Voting Deadline; (c) request that the Court set an Objection Deadline; and (d) request that the Court set a Combined Hearing. Holders in the Voting Class that received the Solicitation Package were directed in the Disclosure Statement and applicable Ballot to follow the instructions contained therein (and described in the Disclosure Statement) to complete and submit their Ballots to cast a vote to accept or reject the Plan. Each Holder was informed in the Disclosure Statement and applicable Ballot that such Holder needed to submit its Ballot so that it was actually received by the Debtors (with a copy to the Claims and Notice Agent) on or before the Voting Deadline, April 25, 2021, in order to be counted. Holders of Claims and Interests in Classes presumed to accept the Plan under section 1126(f) of the Bankruptcy Code or deemed to reject the Plan under section 1126(g) of the Bankruptcy Code were not provided a Solicitation Package.

45. As described above, the Debtors distributed the Solicitation Packages and solicited votes to accept or reject the Plan prior to the Petition Date in accordance with sections 1125 and 1126 of the Bankruptcy Code. *See* 11 U.S.C. § 1125(g) (debtors may commence solicitation prior to filing chapter 11 petitions); 11 U.S.C. § 1126(b) (holders of claims or interests that accepted or rejected a plan before the commencement of a chapter 11 case are deemed to accept or reject the plan so long as the solicitation provided adequate information).

46. Bankruptcy Rule 3017(d) sets forth the materials that must be provided to holders of claims and interests for the purpose of soliciting their votes to accept or reject a plan of reorganization. Bankruptcy Rule 3017(e) provides that “the court shall consider the procedures for transmitting the documents and information required by Bankruptcy Rule 3017(d) to beneficial holders of stock, bonds, debentures, notes, and other securities, determine the adequacy of the procedures, and enter any orders the court deems appropriate.” FED. R. BANKR. P. 3017(e). As set forth herein, the Solicitation Procedures comply with the Bankruptcy Code and the Bankruptcy Rules, accordingly, the Debtors seek approval of such Solicitation Procedures.

47. Indeed, similar procedures have been approved in other chapter 11 cases in this District. *See, e.g., In re TNT Crane & Rigging, Inc.*, Case No. 20-11882 (BLS) [D.I. 71] (Bankr. D. Del. Aug. 25, 2020) (approving voting deadlines substantially similar to the procedures utilized here); *In re Pace Industries*, Case No. 20-10927 (MFW) [D.I. 79] (Bankr. D. Del. Apr. 15, 2020) (same); *In re Elk Petroleum, Inc.*, Case No. 19-11157 (LSS) [D.I. 61] (Bankr. D. Del. May 24, 2019) (same); *In re EV Energy Partners, L.P.*, Case No. 18-10814 (CSS) [D.I. 49] (Bankr. D. Del. Apr. 4, 2018) (same).

48. **Voting Record Date.** Bankruptcy Rule 3018(b) provides that, in a prepetition solicitation, the holders of record of the applicable claims against and interests in a debtor entitled to receive ballots and related solicitation materials are to be determined “on the date specified in the solicitation.” FED. R. BANKR. P. 3018(b). The Disclosure Statement and the Ballots clearly identified April 23, 2021, as the Voting Record Date, or the date for determining which Holders of Claims in the Voting Class were entitled to vote to accept or reject the Plan. The Ballots also require each Holder completing a Ballot to certify the amount of its Claim as of the Voting Record Date.

49. **Plan Distribution and Voting Deadline.** Bankruptcy Rule 3018(b) provides that prepetition acceptances and rejections of a plan are only valid if the plan was transmitted to substantially all the holders of claims or interests in the same voting class, the time for voting was not unreasonably short, and the solicitation complied with section 1126(b) of the Bankruptcy Code. The Solicitation Packages were distributed to all Holders of Claims in the Voting Class on April 25, 2021. As clearly set forth in the Disclosure Statement and the Ballots, the Voting Deadline is April 25, 2021, at 5:00 p.m. (*prevailing* Eastern Time).

50. Although the Voting Class had about one day to review the materials, the Debtors respectfully submit that the Holders of Claims in the Voting Class had adequate time to consider the Plan and the Disclosure Statement and submit a Ballot before the Voting Deadline. The Debtors submit that the Holders of Claims in the Voting Class are sophisticated market participants, represented by sophisticated counsel, and/or are able to evaluate the merits of the Plan. Further, the transactions proposed in the Plan are the product of extensive arm's-length negotiations among the Debtors and the Holders of the First Lien Secured Claims prior to the commencement of solicitation, and that the Plan and Disclosure Statement were subject to review and comment by representatives of such parties. Thus, the Debtors respectfully submit that the voting period in the Solicitation Procedures satisfies the minimum voting period and Holders of Claims in the Voting Class will have had adequate time to consider the Plan and Disclosure Statement and submit an applicable Ballot before the Voting Deadline.

51. **The Ballots, Solicitation Package, Additional Materials and Transmittal.** Bankruptcy Rule 3017(d) requires the Debtors to transmit a form of ballot, which substantially conforms to Official Form No. 314, only to "creditors and equity security holders entitled to vote on the plan." FED. R. BANKR. P. 3017(d). Bankruptcy Rule 3018(c) provides that "[a]n acceptance

or rejection shall be in writing, identify the plan or plans accepted or rejected, be signed by the creditor or equity security holder or an authorized agent, and conform to the appropriate Official Form.” *Id.* at 3018(c).

52. The Debtors caused the Solicitation Packages to be transmitted to Holders of Class 3-A Claims on April 25, 2021. The Class 3-A Solicitation Packages contained the Ballots, the Disclosure Statement with the exhibits thereto which include the Plan, the Financial Projections, the Valuation Analysis, and the Liquidation Analysis. Under the circumstances, where the COVID-19 pandemic has resulted in the indefinite shutdown of offices across the country, the Debtors believe providing electronic delivery of the Solicitation Package has provided the most effective and efficient means to provide notice to each Holder of Class 3-A Claims.

53. The Ballots used in the Solicitation Packages are based on Official Form No. 314, and have been modified, as applicable, to address the particular circumstances of these Chapter 11 Cases to include certain information that the Debtors believe to be relevant and appropriate for Holders of Claims and Interests entitled to vote to accept or reject the Plan. *See* FED. R. BANKR. P. 3017(d). The form of the Ballots used in solicitation are attached as Exhibit 3 to the Proposed Order. The Debtors respectfully submit that each form of Ballot complies with the Bankruptcy Rules and, therefore, should be approved.

54. **Vote Tabulation**. The Debtors propose that the Tabulation Procedures include the following standard assumptions to tabulate the Ballots, subject to the Debtors’ right to waive any of the below specified requirements for the completion and submission of Ballots so long as such requirement is not otherwise required by the Bankruptcy Code, Bankruptcy Rules, or Local Rules:⁶

⁶ The Claims and Notice Agent will file a declaration regarding the solicitation of votes and tabulation of Ballots cast with respect to the Plan (the “**Voting Report**”). The Voting Report shall, among other things, set forth any aggregation of votes as well as delineate every Ballot that does not conform to the voting instructions or that contains any form of irregularity including, but not limited to, those Ballots that are late or (in whole or in material

Votes Not Counted	<ul style="list-style-type: none"> ▪ Any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim or Interest. ▪ Any improperly submitted Ballot. ▪ Any Ballot actually received by the Debtors after the Voting Deadline (unless the Debtors determine otherwise or as permitted by the Court). ▪ Any Ballot submitted other than via e-mail as provided for on the Ballot. ▪ Any unsigned Ballot. ▪ Any Ballot sent to any part other than the Debtors or the Claims and Notice Agent. ▪ Any Ballot submitted by a Holder not entitled to vote pursuant to the Plan. ▪ Any Ballot that partially rejects and partially accepts the Plan. ▪ Any Ballot not marked to either accept or reject the Plan or marked to both accept and reject the Plan. ▪ Any Ballot superseded by a later, timely submitted valid Ballot.
No Vote Splitting	<ul style="list-style-type: none"> ▪ Holders are required to vote all of their Claims or Interests within a particular Class either to accept or reject the Plan and are not permitted to split any votes.
Vote Aggregation	<ul style="list-style-type: none"> ▪ Separate Claims held by a single creditor in a particular Class may be aggregated and treated as if such creditor held one Claim in such Class, in which case all votes related to such Claim will be treated as a single vote to accept or reject the Plan; <i>provided, however,</i> that if separate affiliated entities, including any funds or accounts that are advised or managed by the same entity or by affiliated entities, hold Claims in a particular Class, these Claims will not be aggregated and will not be treated as if such creditor held one Claim in such Class, and the vote of each affiliated entity or managed fund or account will be counted separately as a vote to accept or reject the Plan.

part) illegible, unidentifiable, lacking signatures, or lacking necessary information, received via facsimile, or damaged (collectively, in each case, the “**Irregular Ballots**”). The Voting Report shall indicate the Debtors’ intentions with regard to each Irregular Ballot.

55. As described above, the Debtors are using standard tabulation procedures in tabulating votes. These procedures are consistent with section 1126(c) of the Bankruptcy Code and Bankruptcy Rule 3018(a). These Tabulation Procedures are also consistent with those previously approved in cases in this District. *See, e.g., In re Pennsylvania Real Estate Investment Trust*, Case No. 20-12737 [D.I. 83] (Bankr. D. Del. November 3, 2020) (approving tabulation procedures similar to those utilized here); *In re Pyxus Int'l, Inc.*, Case No. 20-11570 (LSS) [D.I. 83] (Bankr. D. Del. June 17, 2020) (approving vote tabulation procedures substantially similar to those utilized here); *In re Anna Holdings, Inc.*, Case No. 19-12551 (CSS) [D.I. 98] (Bankr. D. Del. Dec. 3, 2019) (same); *In re Blackhawk Mining LLC*, Case No. 19-11595 (LSS) [D.I. 75] (Bankr. D. Del. July 22, 2019) (same); *In re ATD Corp.*, Case No. 18-12221 (KJC) (Bankr. D. Del. Nov. 14, 2018) (same); *In re VER Technologies HoldCo LLC*, Case No. 18-10834 (KG) (Bankr. D. Del. June 4, 2018) (same).

56. **Inapplicability of or Exemption from Nonbankruptcy Registration and Disclosure Requirements.** Section 1125(g) of the Bankruptcy Code provides:

[A]n acceptance or rejection of the plan may be solicited from a holder of a claim or interest if such solicitation complies with applicable nonbankruptcy law and if such holder was solicited before the commencement of the case in a manner complying with applicable nonbankruptcy law.

11 U.S.C. § 1125(g).

57. Section 1126(b) of the Bankruptcy Code provides:

[A] holder of a claim or interest that has accepted or rejected the plan before the commencement of the case under this title is deemed to have accepted or rejected such plan, as the case may be, if—(1) the solicitation of such acceptance or rejection was in compliance with any applicable nonbankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with such solicitation; or (2) if there is not any such law, rule, or regulation, such acceptance or rejection was solicited after disclosure to such holder of adequate information, as defined in section 1125(a) of this title.

Id. at § 1126(b).

58. Prepetition solicitation must, therefore, either comply with generally applicable federal or state securities laws and regulations (including the registration and disclosure requirements thereof) or, if such laws and regulations do not apply, the solicited holders must receive “adequate information” under section 1125 of the Bankruptcy Code.

59. The Solicitation Procedures comply with all applicable non-bankruptcy laws governing the adequacy of disclosure in connection with the solicitation. The prepetition solicitation of votes on the Plan is exempt from registration under the Securities Act and state securities laws (the latter, “**Blue Sky Laws**”), including, without limitation, section 3(a)(9) and section 18(b)(4)(E) of the Securities Act and similar Blue Sky Laws, and any similar rules, regulations, or statutes. Section 3(a)(9) of the Securities Act provides that the registration requirements of the Securities Act do not apply to “any security exchanged by the issuer with its existing security holders exclusively where no commission or other remuneration is paid or given directly or indirectly for soliciting such exchange.” 15 U.S.C. § 77c(a)(9). Similarly, pursuant to section 18(b)(4)(E) of the Securities Act, section 3(a)(9) also exempts such an exchange from any Blue Sky laws. Because the Debtors do not have any contract, arrangement or understanding relating to, and will not, directly or indirectly, pay any commission or other remuneration to any broker, dealer, salesperson, agent or other person for soliciting votes to accept or reject the Plan and no broker, dealer, salesperson, agent, or any other person is engaged or authorized to express any statement, opinion, recommendation, or judgment with respect to the relative merits and risks of the Plan, the Debtors’ solicitation of votes to accept or reject the Plan is exempt from the registration requirements of the Securities Act and any otherwise applicable Blue Sky Laws.

60. Debtors in this District frequently rely on section 3(a)(9) of the Securities Act to exempt the prepetition solicitation of votes on a plan from the registration and disclosure

requirements of the Securities Act and Blue Sky Laws. *See, e.g., In re Key Energy Servs., Inc.*, Case No. 16-12306 (BLS) (Bankr. D. Del. Oct. 25, 2016); *In re Physiotherapy Holdings, Inc., et al.*, Case No. 13-12965 (Bankr. D. Del. Nov. 14, 2013); *In re Maxcom Telecomunicaciones, S.A.B. de C.V.*, Case No. 13-11839 (PJW) (Bankr. D. Del. Jul. 25, 2013); *In re CHL Ltd.*, Case No. 12-12437 (KJC) (Bankr. D. Del. Aug. 29, 2012); *In re Haight's Cross Commc'ns, Inc.*, Case No. 10-10062 (BLS) (Bankr. D. Del. Feb. 24, 2010).

61. Therefore, the Debtors submit that the requirements of section 1126(b)(1) of the Bankruptcy Code are inapplicable to the Debtors' prepetition solicitation. As discussed more fully below, the Debtors will seek a determination from the Court at the Combined Hearing that all solicited Holders received "adequate information" as defined by section 1125(a) of the Bankruptcy Code in accordance with section 1126(b)(2) of the Bankruptcy Code.

62. **Waiver Of Certain Solicitation Package Mailing Requirements.** The Plan provides that, except for Class 3-A, the remaining Classes are either Unimpaired Classes or Rejecting Classes (collectively, the "**Non-Voting Classes**"). Pursuant to sections 1126(f) and (g) of the Bankruptcy Code, Holders of Claims and Interests in the Non-Voting Classes (the "**Non-Voting Holders**") were not solicited. The Debtors respectfully request that the Court waive the requirement that they mail a copy of the Solicitation Package to Non-Voting Holders. *See* FED. R. BANKR. P. 3017(d) (requiring transmission of a court-approved disclosure statement to, *inter alia*, classes of unimpaired creditors and equity security holders unless the court orders otherwise). Bankruptcy Rule 3017(d) applies, in relevant part, "[u]pon approval of a disclosure statement." Accordingly, Bankruptcy Rule 3017 may be deemed not to apply here considering the prepetition solicitation process employed. *See also* 11 U.S.C. § 1126(f)–(g) (providing that solicitation of

parties either presumed to accept or deemed to reject is unnecessary). Nevertheless, the Debtors are making this request out of an abundance of caution, and to avoid unnecessary expense.

63. In lieu of furnishing each of the Non-Voting Holders with a copy of the Plan and Disclosure Statement, the Debtors propose to serve such Non-Voting Holders by mail the Combined Hearing Notice, which sets forth, among other things, a summary of the Plan and the treatment of such Non-Voting Holders' Claims or Interests, the manner in which a copy of the Plan and the Disclosure Statement may be obtained, and the manner in which such Non-Voting Holders may object to confirmation of the Plan. The Debtors also have made the Solicitation Package (excluding the Ballots) publicly available to all parties at no cost on their restructuring website maintained by the Claims and Notice Agent: <https://cases.kccllc.net/securehome>.

64. Similar waivers have been granted in other chapter 11 cases in this District. *See, e.g., In re Pennsylvania Real Estate Investment Trust*, Case No. 20-12737 [D.I. 83] (Bankr. D. Del. November 3, 2020); *Pyxus Int'l, Inc.*, Case No. 20-11570 (LSS) [D.I. 83] (Bankr. D. Del. June 17, 2020); *In re Skillsoft Corporation*, Case No. 20-11532 (MFW) [D.I. 82] (Bankr. D. Del. June 16, 2020); *In re Anna Holdings, Inc.*, Case No. 19-12551 (CSS) [D.I. 98] (Bankr. D. Del. Dec. 3, 2019); *In re Blackhawk Mining LLC*, Case No. 19-11595 (LSS) [D.I. 75] (Bankr. D. Del. July 22, 2019); *In re Elk Petroleum, Inc.*, Case No. 19-11157 (LSS) [D.I. 61] (Bankr. D. Del. May 24, 2019); *In re EV Energy Partners, L.P.*, Case No. 18-10814 (CSS) (Bankr. D. Del. Apr. 4, 2018) (same).

65. The Solicitation Procedures undertaken by the Debtors and described herein with respect to the Non-Voting Holders comply with the Bankruptcy Code and should be approved. Accordingly, the Debtors respectfully request that the Court approve the Solicitation Procedures with respect to these Non-Voting Class.

D. PROCEDURES IN RESPECT OF ASSUMPTION OF EXECUTORY CONTRACTS OR UNEXPIRED LEASES PURSUANT TO THE PLAN.

66. The Plan provides that, as of the Effective Date, the Debtors shall be deemed to have assumed each Executory Contract and Unexpired Lease to which it is a party in accordance with, and subject to, the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, without the need for any further notice to or action, order, or approval of the Court. The exceptions to this deemed assumption are: (a) the Plan specifically provides otherwise or (b) such Executory Contract or Unexpired Lease (i) was previously assumed or rejected by a Debtor, pursuant to final order of the Court; (ii) previously expired or terminated pursuant to its own terms; (iii) is the subject of a motion to reject filed on or before the Effective Date; or (iv) is identified on the Rejection Schedule to be filed in the Plan Supplement. The assumption of Executory Contracts and Unexpired Leases under the Plan may include the assignment of contracts with the Reorganized Debtors. The order confirming the Plan will constitute an order of the Court approving the above-described assumptions and assignments.

67. In addition to the Combined Hearing Notice, the Debtors will provide notices to counterparties to executory contracts and unexpired leases that may be assumed or assumed and assigned under the Plan, in substantially the form attached as Exhibit 4 to Exhibit A. Any objection by an executory contract or unexpired lease counterparty to a proposed assumption, assumption and assignment, or related cure cost, on any grounds, including those set forth in section 365 of the Bankruptcy Code, must be filed, served, and actually received by the Debtors within fourteen (14) days after service of the Assumption Notice on such counterparties. Any objections to cure costs may be scheduled for a separate hearing in the Debtors' discretion.

68. The Debtors respectfully submit that the Assumption Notice complies with the Bankruptcy Code and, therefore, should be approved.

E. CAUSE EXISTS FOR THE U.S. TRUSTEE NOT TO CONVENE A MEETING OF CREDITORS OR EQUITY HOLDERS AND FOR THE DEBTORS NOT TO FILE SOFAs AND SCHEDULES.

69. Section 341 of the Bankruptcy Code allows a court to waive the requirement of a meeting of creditors or equity holders if a debtor has filed a plan on the petition date and solicited acceptances of a plan prior to the commencement of a chapter 11 case. Specifically, section 341(e) of the Bankruptcy Code provides that:

Notwithstanding subsections (a) and (b), the court, on the request of a party in interest and after notice and a hearing, for cause may order that the United States Trustee not convene a meeting of creditors or equity security holders if the debtor has filed a plan as to which the debtor solicited acceptances prior to the commencement of the case.

Id. at §341(e).

70. Because votes on the Plan were solicited prior to the Petition Date, and the Debtors' only voting creditors have voted unanimously to accept the Plan, the Debtors' expectation is that they will emerge from chapter 11 in a few months. As a result, the Debtors request that the requirement to file Schedules, 2015.3 Reports, and SOFAs be waived in the event the Plan is confirmed within seventy-five (75) days of the Petition Date.

71. The Court has authority to grant an extension of the deadline for filing such documents "for cause" pursuant to Bankruptcy Rule 1007(c). Here, cause exists to extend the deadlines, given the prepackaged and substantially consensual nature of the Chapter 11 Cases. Accordingly, the Schedules, 2015.3 Reports, and SOFAs would be of limited utility to most parties in interest, as the Debtors already have enough support to meet the voting requirements of sections 1126(c) and (d) of the Bankruptcy Code. The minimal benefit of requiring the Debtors to prepare the Schedules, 2015.3 Reports, and SOFAs would be significantly outweighed by the expenditure of time and resources the Debtors will be required to devote to the preparation and filing of these documents at the same time as they will be focusing on the Debtors' restructuring. For these

reasons, the Court should only conditionally require the Debtors to file Schedules, 2015.3 Reports, and SOFAs if the Plan is not confirmed within seventy-five days of the Petition Date.

72. Courts have frequently waived the requirements for the U.S. Trustee to convene a meeting of creditors and for a debtor to file Schedules, 2015.3 Reports, and SOFAs in other prepackaged chapter 11 cases. *See, e.g., In re Ferrellgas Partners, L.P.*, No. 21-0021 (MFW) (Bankr. D. Del. Jan. 13, 2021) (conditionally waiving requirement to convene Section 341 creditors' meeting and filing of schedules and statements subject to plan confirmation within 75 days); *In re Longview Power, LLC*, No. 20-10951 (BLS) (Bankr. D. Del. Apr. 15, 2020) (same); *In re Clover Techs. Grp., LLC*, No. 19-12680 (KBO) (Bankr. D. Del. Dec. 19, 2019) (same); *In re Anna Holdings, Inc.*, No. 19-12551 (CSS) (Bankr. D. Del. Dec. 3, 2019) (same); *In re Blackhawk Mining LLC*, No. 19-11595 (LSS) (Bankr. D. Del. July 22, 2019) (same); *In re EV Energy Partners, L.P.*, No. 18-10814 (CSS) (Bankr. D. Del. Apr. 4, 2018) (granting contingent 72-day extension to convene Section 341 creditors' meeting and file schedules and statements); *In re PES Holdings, LLC*, No. 18-10122 (KG) (Bankr. D. Del. Jan. 29, 2018) (granting 100-day contingent extension). For the reasons discussed above, similar relief is appropriate in these Chapter 11 Cases as well.

73. The Debtors ask that the requested relief be granted without prejudice to the Debtors' ability to seek further extension or modification of the requirements for the U.S. Trustee to convene a meeting of creditors and for the Debtors to file Schedules, 2015.3 Reports, and SOFAs. The Debtors also request that the Court authorize the Debtors to further extend the deadline to convene a meeting of creditors and file Schedules, 2015.3 Reports, and SOFAs without filing a supplemental motion, and without further order from the Court, provided that the Debtors obtain the advance consent of the U.S. Trustee.

NOTICE

74. Notice of this Motion will be given to: (a) the Office of the United States Trustee for the District of Delaware; (b) the Internal Revenue Service; (c) the Securities and Exchange Commission; (d) the parties included on the Debtors' consolidated list of their thirty (30) largest unsecured creditors; (e) the Office of the United States Attorney for the District of Delaware; (f) counsel to the *proposed* Lender; and (g) the Banks (collectively, the "**Notice Parties**"). As this Motion is seeking "first day" relief, notice of this Motion and any order entered in connection with the Motion will be served on all parties as required by Local Rule 9013-1(m). Due to the urgency of the circumstances surrounding this Motion and the nature of the relief in it, the Debtors respectfully submit that no further notice of this Motion is required.

NO PRIOR REQUEST

75. No prior request for the relief sought in this Motion has been made to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court (i) enter the order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested in this Motion and, (ii) grant such other and further relief to the Debtors as the Court may deem just and proper.

Dated: April 26, 2021
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

/s/ Robert A. Weber

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*Proposed Counsel for the Debtors and
Debtors-in-Possession*

EXHIBIT A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

SECURE HOME HOLDINGS LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 21-10745 (xxx)

(Joint Administration Pending)

Related Docket No. _____

PROPOSED ORDER (I) SCHEDULING THE COMBINED HEARING ON THE ADEQUACY OF THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE PREPACKAGED JOINT PLAN, (II) ESTABLISHING DEADLINES TO OBJECT TO THE DISCLOSURE STATEMENT AND PREPACKAGED JOINT PLAN, (III) APPROVING THE PREPETITION SOLICITATION PROCEDURES, (IV) APPROVING THE FORM AND MANNER OF THE COMBINED HEARING NOTICE, (V) APPROVING NOTICE AND OBJECTION PROCEDURES FOR THE ASSUMPTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES, (VI) CONDITIONALLY DIRECTING THAT A MEETING OF CREDITORS NOT BE CONVENED, (VII) WAIVING THE REQUIREMENT OF FILING SCHEDULES, STATEMENTS OF FINANCIAL AFFAIRS, RULE 2015.3 REPORTS AND SECTION 341 MEETING OF CREDITORS AND (VII) GRANTING RELATED RELIEF

Upon the motion (the “**Motion**”)² of the Debtors for entry of an order (this “**Order**”), pursuant to sections 105(a), 363(b), 341, 521(a), 1126 and 1128 of the Bankruptcy Code, Bankruptcy Rules 1007, 3017, 6003, and 6004, and Local Rules 1001– 1(c), 1007–1, and 1007–2, (a) scheduling the Combined Hearing on the adequacy of the Disclosure Statement and confirmation of the Plan, (b) establishing the Objection Deadline, the Reply Deadline, and approving related procedures, (c) approving the Solicitation and Tabulation Procedures, (d)

¹ The Debtors in these chapter 11 cases, along with the last four digits of their respective tax identification numbers, are as follows: Secure Home Holdings LLC (1583); ACA Security Systems GP, LLC (5674); ACA Security Systems LP (3613); Hawk Creation, LLC (3525); and My Alarm Center, LLC (0273). The address of the Debtors’ corporate headquarters is 3803 West Chester Pike, Suite 100, Newtown Square, Pennsylvania 19073.

² Capitalized terms used but not otherwise defined have the meanings given to them in the Motion or the Plan, as applicable.

approving the form and manner of the Combined Hearing Notice and Publication Notice, (e) approving the Executory Contract Procedures, (f) conditionally, if the Plan is confirmed within seventy-five (75) days of the Petition Date, (i) directing that the U.S. Trustee not to convene a meeting of creditors and (ii) waiving the requirement to file Schedules, 2015.3 Reports, and SOFAs, and (g) granting related relief, all as more fully set forth in the Motion; and this Court having jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and venue of these proceedings and the Motion in this District being proper under 28 U.S.C. §§ 1408 and 1409; and consideration of the Motion and the requested relief being a core proceeding under 28 U.S.C. § 157(b)(2)(A); and due and proper notice of the Motion having been given to the parties listed therein; and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested in the Motion at a hearing before this Court (the “**Hearing**”); and having determined that the legal and factual bases set forth in the Motion and the First Day Declaration establish just cause for the relief granted in this Order; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors’ estates, their creditors, and all other parties in interest in these cases; and after due deliberation and sufficient cause appearing therefor

IT IS HEREBY ORDERED THAT:

1. The relief requested in the Motion is hereby granted as set forth herein.
2. The Combined Hearing, at which time this Court will consider, among other things, the adequacy of the Disclosure Statement and confirmation of the Plan, shall be held on _____, 2021 at _____: _____ .m. (*prevailing Eastern Time*). The

Combined Hearing may be continued from time to time by this Court without further notice other than adjournments announced in open court or in the filing of a notice or hearing agenda in these Chapter 11 Cases and notice of such adjourned date(s) will be available on the electronic case filing docket.

3. Any responses or objections to adequacy of the Disclosure Statement or confirmation of the Plan must have been received as set forth in paragraph 4 of this Order by **4:00 p.m. (prevailing Eastern Time) on _____, 2021.**

4. Any responses or objections to (i) the adequacy of the Disclosure Statement, (ii) confirmation of the Plan, or (iii) the assumption of Executory Contracts and Unexpired Leases, must:

- a) be in writing;
- b) comply with the Bankruptcy Rules and the Local Rules;
- c) state the name and address of the objecting party and the amount and nature of the Claim or Interest owned by such entity;
- d) state with particularity the legal and factual basis for such objections, and, if practicable, a proposed modification to the Disclosure Statement or Plan, applicable, that would resolve such objections; and
- e) be filed with the Court and served so as to be actually received no later than 4:00 p.m. (prevailing Eastern Time) on [DATE], 2021, by: (a) the Debtors, 3803 West Chester Pike, Suite 100, Newtown Square, Pennsylvania 19073 (Attn: Amy Kothari, Anastasia Bottos and Evan Flamm) (Email: avk@alarmcapital.com, anastasia.bottos@myalarmcenter.com and evan.flamm@myalarmcenter.com); (b) proposed counsel for the Debtors, (i) Skadden, Arps, Slate, Meagher & Flom LLP, 300 South Grand Avenue, Suite 3400, Los Angeles, California 90071-3144 (Attn: Van C. Durrer, Esquire and Destiny N. Almogue, Esquire) (Email: Van.Durrer@skadden.com and Destiny.Almogue@skadden.com); and (ii) Chipman Brown Cicero & Cole, LLP, Hercules Plaza, 1313 North Market Street, Suite 5400, Wilmington, Delaware 19801 (Attn: William E. Chipman, Jr., Esquire, Robert A. Weber, Esquire and Mark D. Olivere, Esquire) (Email: chipman@chipmanbrown.com; weber@chipmanbrown.com; and olivere@chipmanbrown.com); (c) the Office of the United States Trustee for the District of Delaware (Attn: Timothy J. Fox, Esquire); and (d) counsel to the DIP Lenders, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, New York

10036-8704 (Attn: Gregg M. Galardi, Esquire) (Email: Gregg.galardi@ropesgray.com) and (e) any other party entitled to notice under Bankruptcy Rule 2002 (collectively, the “**Notice Parties**”).

5. Any brief in support of confirmation of the Plan or any reply to any objections to the adequacy of the Disclose Statement or to any Treatment Objection must be filed by **4:00 p.m. (prevailing Eastern Time)** on _____, 2021. To the extent applicable, Local Rule 9006-1 is hereby waived in its entirety.

6. Any objections not timely filed and served in the manner set forth in this Order may, in the Court’s discretion, not be considered and may be overruled.

7. The Proposed Confirmation Schedule, as set forth below relating to confirmation of the Plan and final approval of the Disclosure Statement, is hereby approved in its entirety, and the Court hereby finds the following schedule of events is consistent with applicable provisions of the Bankruptcy Code and the Bankruptcy Rules.

EVENT	DATE
Voting Record Date ³	April 23, 2021
Commencement of Solicitation	April 25, 2021
Voting Deadline	April 25, 2021 at 5:00 p.m. (prevailing Eastern Time)
Combined Hearing Notice	One business day after entry of the Proposed Order, or as soon as practicable thereafter
Publication Notice	As soon as practicable after entry of the Proposed Order but in no event, no later than seven (7) days thereafter
Plan Supplement Deadline	May 13, 2021

³ The “Voting Record Date” is the date as of which a holder of record of a claim or interest entitled to vote on the Plan must have held such claim or interest to cast a vote to accept or reject the Plan.

EVENT	DATE
Deadline to file Objections to Approval of the Disclosure Statement and Confirmation of the Plan	May 17, 2021 at 4:00 p.m. (prevailing Eastern Time)
Deadline to file Omnibus Reply to Confirmation Objections, Confirmation Brief and Voting Report	May 21, 2021 at 4:00 p.m. (prevailing Eastern Time)
Hearing to Approve Disclosure Statement and Confirmation of the Plan	_____, 2021 at ____ .m. (prevailing Eastern Time)

8. The Debtors are authorized to combine the notice of the Combined Hearing and the Objection Deadline (and related procedures) with the notice of the commencement of the Chapter 11 Cases.

9. The Combined Hearing Notice, substantially in the form attached hereto as **Exhibit 1**, and service thereof comply with the requirements of the Bankruptcy Code and the Bankruptcy Rules and are approved as sufficient and appropriate notice of the Combined Hearing under the circumstances. The Debtors shall cause the Claims and Notice Agent to serve a copy of the Combined Hearing Notice by no later than one business day, or as soon as reasonably practicable, after entry of this Order.

10. The Debtors are authorized to e-mail or mail the Combined Hearing Notice to the Non-Voting Holders, in accordance with the terms of this Order, in lieu of sending such Non-Voting Holders a copy of the Plan or the Disclosure Statement and, except to the extent necessary to comply with Local Rule 3017-1(c), the requirements under the Bankruptcy Rules or the Local Rules, including Bankruptcy Rule 3017(d), to transmit a copy of the Plan and the Disclosure Statement to Non-Voting Holders are hereby waived with respect to such Non-Voting Holders; *provided, however*, that the Debtors will do so upon request from such parties.

11. The Debtors are authorized, but not directed, pursuant to Bankruptcy Rule 2002(a), to publish the Publication Notice, substantially in the form attached hereto as **Exhibit 2**, as soon as reasonably practicable following the entry of this Order in the national edition of *New York Times National Edition* or another nationally circulated newspaper and/or regional newspapers and electronically on the Debtors' restructuring website maintained by the Claims and Notice Agent: <http://cases.kccllc.net/securehomes>, and file the same on this Court's docket, which Publication Notice shall constitute good and sufficient notice of the Combined Hearing and the Objection Deadline (and related procedures) to persons who do not otherwise receive the Combined Hearing Notice by mail.

12. For avoidance of doubt, the Debtors shall also serve the Combined Hearing Notice on: (a) the U.S. Trustee, (b) the Office of the United States Attorney for the District of Delaware, (c) the Internal Revenue Service; (d) the United States Securities and Exchange Commission; (e) any statutory committee appointed in these Chapter 11 Cases; (f) all state and local taxing authorities in the states in which the Debtors have tax liability; (g) all federal, state and local authorities that regulate any portion of the Debtors' businesses; and (h) all counterparties to executory contracts and unexpired leases.

13. Service of the Combined Hearing Notice as set forth in the Motion and herein is sufficient notice of the Petition Date, the Combined Hearing, the Objection Deadline, and procedures for objecting to the adequacy of the Disclosure Statement and confirmation of the Plan.

14. The Voting Record Date of April 23, 2021, and the Voting Deadline of April 25, 2021, at 5:00 p.m. (*prevailing* Eastern Time) with respect to Class 3-A Claims is approved.

15. The contents of the Solicitation Package, as set forth in the Motion, comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice to all interested parties entitled to vote on the Plan.

16. The Debtors are authorized to make non-substantive modifications and ministerial changes to the Combined Hearing Notice or Publication Notice, with the prior written consent of the advisors to the Consenting Noteholders, without further approval of the Court prior to the dissemination of such documents, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes to the Plan and Disclosure Statement and any other materials included in the Solicitation Package prior to their dissemination.

17. The Solicitation Procedures set forth in the Motion that the Debtors used to distribute the Solicitation Packages, including providing web access to same, and to solicit acceptances and rejections of the Plan and the Tabulation Procedures used to tabulate votes to accept or reject the Plan satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules, and those Solicitation Procedures are approved.

18. The Ballots, substantially in the forms attached hereto as **Exhibit 3**, and the terms and conditions therein, are approved.

19. The procedures used for tabulating votes to accept or reject the Plan as set forth in the Motion and as provided by the Ballots are approved.

20. Pursuant to sections 1125 and 1126 of the Bankruptcy Code and applicable nonbankruptcy law, the Debtors are authorized to continue their prepetition solicitation in respect of the Plan, commenced on December 21, 2020, after the Petition Date.

21. The Executory Contract Procedures are approved; *provided, however*, that this Court retains jurisdiction after the Effective Date to address any dispute between the Debtors and

a counterparty to an Executory Contract or Unexpired Lease regarding amounts allegedly due as a result of a Debtor's pre-assumption default thereunder, regardless of whether a Treatment Objection is filed by a counterparty.

22. The Assumption Notice, substantially in the form attached hereto as **Exhibit 4** is approved. The Debtors shall serve each non-Debtor party to an Executory Contract or Unexpired Lease that the Debtors propose to assume with an Assumption Notice.

23. The Debtors are not required to mail a copy of the Plan or the Disclosure Statement to Holders of Claims or Interests that are Unimpaired and conclusively presumed to accept the Plan but shall do so upon request from any such Holder of an Unimpaired Claim or Interest or as provided in the Combined Hearing Notice.

24. The Debtors shall cause to be posted to their restructuring website, <http://cases.kccllc.net/securehomes>, maintained by the Claims and Notice Agent, various chapter 11 related documents, including the following: (a) the Plan; (b) the Disclosure Statement; (c) the Motion and any orders entered in connection with the Motion; and (d) the Combined Hearing Notice.

25. The notice and objection procedures set forth in this Order and the Motion constitute good and sufficient notice of the Combined Hearing; commencement of these Chapter 11 Cases; and the deadline and procedures for objection to approval of the Solicitation Procedures, adequacy of the Disclosure Statement, and confirmation of the Plan, and no other or further notice shall be necessary.

26. The U.S. Trustee need not and shall not convene a meeting of creditors or equity holders pursuant to section 341(e) of the Bankruptcy Code if the Plan is confirmed within seventy-five days of the Petition Date; *provided* that such date may be further extended without further

motion by the Debtors, and without further order from the Court, upon written agreement between the Debtors and the U.S. Trustee (which written agreement may be by email) and upon notice filed on the docket and served on the Notice Parties and the Court; *provided, further*, that this relief is without prejudice to the Debtors' rights to request further extensions thereof (including if the Debtors and the U.S. Trustee are unable to reach agreement pursuant to the preceding proviso).

27. Cause exists to waive the requirement that the Debtors file Schedules, 2015.3 Reports, and SOFAs if the Plan is confirmed within seventy-five days of the Petition Date, without prejudice to the Debtors' rights to request further extensions thereof; *provided* that such deadline to file the Schedules, 2015.3 Reports, and SOFAs may be further extended without further motion by the Debtors upon written agreement between the Debtors and the U.S. Trustee (which written agreement may be by email) and upon notice filed by the Debtors on the docket and served on the Notice Parties and the Court; *provided, further*, that this relief is without prejudice to the Debtors' rights to request further extensions thereof (including if the Debtors and the U.S. Trustee are unable to reach agreement pursuant to the preceding proviso).

28. Notwithstanding any provision in the Bankruptcy Rules to the contrary, including Bankruptcy Rule 6004(h), (a) the terms of this Order shall be immediately effective and enforceable upon its entry; (b) the Debtors are not subject to any stay in the implementation, enforcement or realization of relief granted in this Order; and (c) the Debtors may, in their discretion and without further delay, take any action and perform any act authorized under this Order.

29. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

30. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

31. Nothing in this Order shall be deemed to constitute (i) a grant of third-party beneficiary status or bestowal of any additional rights on any third party or (ii) a waiver of any rights, claims, or defenses of the Debtors or any other party in interest.

32. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

EXHIBIT 1

Combined Hearing Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

SECURE HOME HOLDINGS LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 21-10745 (xxx)

(Jointly Administered)

**NOTICE OF (I) COMMENCEMENT OF PREPACKAGED CHAPTER 11
BANKRUPTCY CASE, (II) COMBINED HEARING ON THE DISCLOSURE
STATEMENT, CONFIRMATION OF THE PREPACKAGED JOINT CHAPTER 11
PLAN, AND RELATED MATTERS, AND (III) OBJECTION DEADLINE**

NOTICE IS HEREBY GIVEN AS FOLLOWS:

1. On April 25, 2021, Secure Home Holdings LLC and certain of its affiliates (collectively, the “**Debtors**”) commenced a solicitation of votes from Holders of Class 3-A Claims pursuant to the *Prepackaged Joint Chapter 11 Plan of Reorganization of Secure Home Holdings LLC and its Affiliated Debtors and Debtors In Possession* (as may be amended, supplemented or otherwise modified from time to time, the “**Plan**”),² attached as Exhibit A to the *Disclosure Statement for the Joint Prepackaged Chapter 11 Plan of Reorganization of Secure Home Holdings LLC and its Affiliated Debtors and Debtors In Possession* (as may be amended, supplemented or otherwise modified from time to time, the “**Disclosure Statement**”).

2. On April 25, 2021 (the “**Petition Date**”), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the District of Delaware.

3. On the Petition Date, the Debtors filed the Plan [Docket No. 18] and the Disclosure Statement [Docket No. 19]. Copies of the Plan and the Disclosure Statement may be obtained free of charge from the Debtors’ Claims and Notice Agent, visiting the Claims and Notice Agent’s website at <https://cases.kccllc.net/securehomes>, (ii) calling 347-919-5760 (international) or 877-470-5540 (domestic, toll free), or (iii) sending an electronic message to securehomesballots@kccllc.net with “**Secure Homes**” in the subject line and requesting a copy

¹ The Debtors in these chapter 11 cases, along with the last four digits of their respective tax identification numbers, are as follows: Secure Home Holdings LLC (1583); ACA Security Systems GP, LLC (5674); ACA Security Systems LP (3613); Hawk Creation, LLC (3525); and My Alarm Center, LLC (0273). The address of the Debtors’ corporate headquarters is 3803 West Chester Pike, Suite 100, Newtown Square, Pennsylvania 19073.

² Capitalized terms used but not defined have the meanings given to them in the Plan. The summaries of the Plan and Disclosure Statement in this Notice are not precise or complete statements of all the terms and provisions of the Plan or documents referred to therein. If there is a discrepancy between this Notice and the Plan or Disclosure Statement, the Plan or Disclosure Statement, as applicable, shall control. For a more detailed description of the Plan, please refer to the Disclosure Statement.

be provided to you, or by contacting Debtors' proposed counsel, (i) *Skadden, Arps, Slate, Meagher & Flom LLP*, 300 South Grand Avenue, Suite 3400, Los Angeles, California 90071-3144 (*Attn:* Van C. Durrer, Esquire and Destiny N. Almogue, Esquire) (*Email:* Van.Durrer@skadden.com and Destiny.Almogue@skadden.com); and (ii) *Chipman Brown Cicero & Cole, LLP*, Hercules Plaza, 1313 North Market Street, Suite 5400, Wilmington, Delaware 19801 (*Attn:* William E. Chipman, Jr., Esquire, Robert A. Weber, Esquire and Mark D. Olivere, Esquire) (*Email:* chipman@chipmanbrown.com; weber@chipmanbrown.com; and olivere@chipmanbrown.com). You may also obtain these documents and any other pleadings filed in the Debtor's chapter 11 cases (for a fee) via PACER at <http://www.deb.uscourts.gov>.

INFORMATION REGARDING THE PLAN AND DISCLOSURE STATEMENT

Voting Record Date. The voting record date as April 23, 2021, which was the date for determining which Holders of Claims in Class 3-A were entitled to vote.

Combined Hearing. A combined hearing to consider the adequacy of the Disclosure Statement, confirmation of the Plan and an objections to any of the foregoing, and any other matter that may properly come before the Court, will be held before The Honorable [NAME], at the Court, 824 North Market Street, [] Floor, Courtroom [], Wilmington, Delaware 19081, on May __, 2021 at [TIME] __.m. (*prevailing* Eastern Time) (the "**Combined Hearing**"). The Combined Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date or dates at the Combined Hearing and will be available on the electronic case filing docket and the Claims and Notice Agent's website at <http://cases.kccllc.net/securehomes>.

Objections to the Plan and Disclosure Statement. Any responses or objections (each an "**Objection**") to the Disclosure Statement and/or Plan must be filed with the Court and served so as to be **actually received** no later than 4:00 p.m. (*prevailing* Eastern Time) on May [17], 2021, by the following parties: (a) the Debtors, 3803 West Chester Pike, Suite 100, Newtown Square, Pennsylvania 19073 (*Attn:* Amy Kothari, Anastasia Bottos and Evan Flamm) (*Email:* avk@alarmcapital.com, anastasia.bottos@myalarmcenter.com and evan.flamm@myalarmcenter.com); (b) *proposed* counsel for the Debtors, (i) *Skadden, Arps, Slate, Meagher & Flom LLP*, 300 South Grand Avenue, Suite 3400, Los Angeles, California 90071-3144 (*Attn:* Van C. Durrer, Esquire and Destiny N. Almogue, Esquire) (*Email:* Van.Durrer@skadden.com and Destiny.Almogue@skadden.com); and (ii) *Chipman Brown Cicero & Cole, LLP*, Hercules Plaza, 1313 North Market Street, Suite 5400, Wilmington, Delaware 19801 (*Attn:* William E. Chipman, Jr., Esquire, Robert A. Weber, Esquire and Mark D. Olivere, Esquire) (*Email:* chipman@chipmanbrown.com; weber@chipmanbrown.com; and olivere@chipmanbrown.com); (c) the Office of the United States Trustee for the District of Delaware (*Attn:* Timothy J. Fox, Esquire); and (d) counsel to the DIP Lender, *Ropes & Gray LLP*, 1211 Avenue of the Americas, New York, New York 10036-8704 (*Attn:* Gregg M. Galardi, Esquire) (*Email:* Gregg.galardi@ropesgray.com); and (e) any other party entitled to notice under Bankruptcy Rule 2002 (collectively, the "**Notice Parties**"). Any such Objection must: (a) be in writing; (b) comply with the Bankruptcy Rules and Local Rules; (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest held by such entity; (d) state with particularity the legal and factual basis for such objection, and, if practicable, a proposed modification to the Plan or Disclosure Statement that would resolve such objection; and (e) be

filed with the Court with a proof of service and served upon the Notice Parties so as to be actually received by the Objection Deadline.

UNLESS A RESPONSE OR OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE COURT.

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION, DISCHARGE AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

SUMMARY OF PLAN TREATMENT³

The table below provides a summary of the classification, description, treatment, and anticipated recovery of Claims and Interests under the Plan. This information is provided in summary form below for illustrative purposes only and is qualified in its entirety by reference to the provisions of the Plan. For a more detailed description of the treatment of Claims and Interests under the Plan and the sources of satisfaction for Claims and Interests, see Section VII of the Disclosure Statement, entitled “Summary of the Plan.”

CLASS	DESCRIPTION	TREATMENT	ESTIMATED AMOUNT OF CLAIMS OR INTERESTS IN CLASS ⁴	ESTIMATED % RECOVERY
Class 1	Other Priority Claims	Except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Other Priority Claim, each Holder of such Allowed Other Priority Claim shall (A) be paid in full in Cash on or as soon as reasonably practicable after (1) the Effective Date, (2) the date on which such Other	\$0-\$0.5 million	100%

³ The statements contained herein are summaries of the provisions contained in the Disclosure Statement and the Plan and do not purport to be precise or complete statements of all the terms and provisions of the Plan or documents referred to therein. For a more detailed description of the Plan, please refer to the Disclosure Statement. Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan.

⁴ Estimated Allowed Amounts of First Lien Secured Claims and the First Lien Deficiency Claims and Second Lien Deficiency Claims that are treated as General Unsecured Claims are based on the midpoint of the implied valuation more fully described in the Valuation Analysis, attached as Exhibit C to the Disclosure Statement.

		Priority Claim becomes an Allowed Other Priority Claim, or (3) such other date as may be ordered by the Bankruptcy Court; or (B) receive such other recovery as is necessary to satisfy section 1129 of the Bankruptcy Code.		
Class 2	Other Secured Claims	Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed Other Secured Claim, each Holder thereof shall receive: (A) payment in full in Cash; (B) delivery of the collateral securing any such Claim and payment of any interest required under section 506(b) of the Bankruptcy Code; (C) Reinstatement of such Claim; or (D) other treatment rendering such Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.	\$0	100%
Class 3-A	First Lien Secured Claims	Except to the extent that a Holder of an Allowed First Lien Secured Claim agrees to less favorable treatment, on or as soon as is reasonably practicable after the Effective Date, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed First Secured Lien Claim, each Holder thereof shall receive their Pro-Rata Share of the First Lien Equity Allocation.	Not less than \$95.0 million	69.3%

Class 3-B	Second Lien Secured Claims	On the Effective Date, all Second Lien Secured Claims shall be cancelled, released, and discharged, and shall be of no further force or effect. Therefore, Holders of Second Lien Secured Claims shall not receive any distribution on account of such Second Lien Secured Claims.	\$0	0%
Class 4	General Unsecured Claims	On the Effective Date, all General Unsecured Claims shall be cancelled, released, and discharged, and shall be of no further force or effect. Therefore, Holders of General Unsecured Claims shall not receive any distribution on account of such General Unsecured Claims.	\$110.5 million - \$116.5 million	0%
Class 5	Intercompany Claims	On the Effective Date, at the option of the Debtors, in consultation with the Consenting Secured Lenders, each Intercompany Claim shall be either (A) Reinstated or (B) cancelled, released and discharged without any distribution on account of such Claims.	N/A	100% / 0%
Class 6	Subordinated Claims	On the Effective Date, all Subordinated Claims shall be cancelled, released, and discharged as of the Effective Date, and shall be of no further force or effect.	\$0	0%
Class 7	Other Equity Interests	On the Effective Date, all Other Equity Interests shall be cancelled without any distribution on account of such Other Equity Interests.	\$0	0%
Class 8	Intercompany Equity Interests	On the Effective Date, the Intercompany Equity Interests shall be cancelled without any distribution on account of such Equity Interests; <i>provided,</i>	N/A	0%

		<p><i>however</i>, that at the option of the Debtors in consultation with the Consenting Secured Lenders, the Intercompany Equity Interests may be Reinstated for administrative convenience.</p>		
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ENTITLEMENT TO VOTE ON THE PLAN

In accordance with the terms of the Plan, Holders of Claims or Interests in Classes 1, 2, 3-B, 4, 5, 6, 7 and 8 (collectively, the “**Non-Voting Classes**”) are (i) conclusively deemed to have accepted or rejected the Plan, as applicable, and (ii) not entitled to vote to accept or reject the Plan, as further described below.

INJUNCTION, EXCULPATION AND RELEASE PROVISIONS IN PLAN

PLEASE BE ADVISED THAT ARTICLE IX OF THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, INCLUDING THOSE SET FORTH BELOW. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION AND INJUNCTION PROVISIONS SET FORTH IN ARTICLE IX OF THE PLAN, AS YOUR RIGHTS MAY BE AFFECTED.

BINDING NATURE OF THE PLAN: IF CONFIRMED, ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THE PLAN WILL BIND, AND WILL BE DEEMED BINDING UPON, ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTOR, AND EACH HOLDER’S RESPECTIVE SUCCESSORS AND ASSIGNS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR NOT ANY SUCH HOLDER (1) WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN OR (2) VOTED TO ACCEPT OR REJECT THE PLAN.

EXCULPATION AND LIMITATION OF LIABILITY⁵

UPON AND EFFECTIVE AS OF THE EFFECTIVE DATE, THE DEBTORS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, RESTRUCTURING CONSULTANTS AND OTHER PROFESSIONAL ADVISORS AND AGENTS SHALL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THE PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING SECTION 1125(E) OF THE BANKRUPTCY CODE.

EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, FROM AND AFTER THE EFFECTIVE DATE, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THE PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE PLAN OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS, INCLUDING WITHOUT LIMITATION (i) THE EXECUTION, DELIVERY, AND PERFORMANCE OF THE DIP FACILITY DOCUMENTS, THE DIP ORDERS, THE EXIT FACILITY DOCUMENTS, AND THE DIP TAKEBACK DOCUMENTS, AND (ii) THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER AGREEMENT, INCLUDING THE ISSUANCE OF THE REORGANIZED EQUITY INTERESTS; *PROVIDED* THAT THE FOREGOING “EXCULPATION” SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT; *PROVIDED, FURTHER*, THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THE PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT.

THE EXCULPATED PARTIES HAVE, AND UPON CONFIRMATION, SHALL BE DEEMED TO HAVE, PARTICIPATED IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING WITH REGARD TO THE DISTRIBUTIONS OF REORGANIZED EQUITY INTERESTS PURSUANT TO THE PLAN AND, THEREFORE, ARE NOT AND SHALL NOT BE

⁵ “Exculpated Parties” means, collectively, in each case in its capacity as such: (a) each of the Debtors; (b) each of the Reorganized Debtors; (c) each of the Released Parties; and (d) with respect to each of the foregoing Entities in clauses (a) through (c), such Entity’s Related Parties.

LIABLE AT ANY TIME FOR THE VIOLATIONS 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.

INJUNCTION

THE SATISFACTION, RELEASE, DISCHARGE, AND EXCULPATION PURSUANT TO THIS ARTICLE IX OF THE PLAN SHALL ALSO ACT AS A PERMANENT INJUNCTION AGAINST ANY ENTITY BOUND BY SUCH PROVISION AGAINST COMMENCING OR CONTINUING ANY ACTION, EMPLOYMENT OF PROCESS OR ACT TO COLLECT, OFFSET, OR RECOVER ANY CLAIM OR CAUSE OF ACTION SATISFIED, RELEASED, DISCHARGED, OR EXCULPATED UNDER THE PLAN OR THE CONFIRMATION ORDER TO THE FULLEST EXTENT AUTHORIZED OR PROVIDED BY THE BANKRUPTCY CODE, INCLUDING, WITHOUT LIMITATION, TO THE EXTENT PROVIDED FOR OR AUTHORIZED BY SECTIONS 524 AND 1141 THEREOF.

RELEASES BY THE DEBTORS⁶

WITHOUT LIMITING ANY OTHER APPLICABLE PROVISIONS OF, OR RELEASES CONTAINED IN, THE PLAN, PURSUANT TO SECTION 1123(B) OF THE BANKRUPTCY CODE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PLAN, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE EFFORTS OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THE PLAN, PURSUANT TO THE CONFIRMATION ORDER, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, AND ON AND AFTER THE EFFECTIVE DATE, EACH RELEASED PARTY SHALL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED BY EACH AND ALL OF THE DEBTORS, THE REORGANIZED DEBTORS, THEIR ESTATES, AND ANY OTHER PERSON SEEKING TO EXERCISE THE RIGHTS OF THE ESTATES FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF ANY OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THEIR ESTATES, AS APPLICABLE, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, LIQUIDATED OR UNLIQUIDATED, CONTINGENT OR FIXED, MATURED OR UNMATURED, EXISTING OR HERINAFTER ARISING, IN LAW, AT EQUITY, OR OTHERWISE, WHETHER FOR TORT, CONTRACT, VIOLATIONS OF FEDERAL OR STATE

⁶ “*Released Parties*” means, collectively, and each in their capacity as such (a) each of the Debtors, (b) the DIP Agents, (c) the DIP Lenders; (d) the First Lien Agents; (e) the Second Lien Agent; (f) each Prepetition Secured Lender; (g) the Exit Agent; (h) each of the Exit Lenders; and (i) the Related Parties of each of the foregoing Entities in clauses (a) through (h) of this definition.

SECURITIES LAWS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THOSE THAT ANY OF THE DEBTORS, THE REORGANIZED DEBTORS, THE ESTATES OR THEIR AFFILIATES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM AGAINST, OR EQUITY INTEREST IN, A DEBTOR OR OTHER ENTITY, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE BUSINESS OPERATIONS OF THE DEBTORS, ACTIONS TAKEN BY THE DEBTORS' BOARD OF DIRECTORS, ANY AVOIDANCE ACTIONS (BUT EXCLUDING AVOIDANCE ACTION BROUGHT AS COUNTERCLAIMS OR DEFENSES TO CLAIMS ASSERTED AGAINST THE DEBTORS), 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 EQUITY INTEREST THAT IS TREATED IN THE PLAN (INCLUDING THE FIRST LIEN CREDIT DOCUMENTS), THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE DEBTORS' IN- OR OUT-OF-COURT RESTRUCTURING EFFORTS INCLUDING THOSE PRIOR TO THE PETITION DATE, INTERCOMPANY TRANSACTIONS (OTHER THAN ANY INTERCOMPANY CLAIMS THAT HAVE BEEN REINSTATED AS CONTEMPLATED ABOVE), THE RESTRUCTURING, THE CHAPTER 11 CASES, THE FORMULATION, PREPARATION, DISSEMINATION, OR NEGOTIATION OF THE PLAN, THE PLAN SUPPLEMENT, THE DISCLOSURE STATEMENT, THE DIP FACILITY DOCUMENTS, THE DIP ORDERS, THE EXIT FACILITY DOCUMENTS, THE DIP TAKEBACK DOCUMENTS, OR OTHER DOCUMENTS, SOLICITATION, IMPLEMENTATION OR ADMINISTRATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF SECURITIES OR ANY OTHER PROPERTY PURSUANT TO THE PLAN OR ANY OTHER RELATED AGREEMENT, PURSUIT OF CONFIRMATION, OR 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 FROM ANY ACT OR OMISSION OF A RELEASED PARTY THAT CONSTITUTES ACTUAL FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE; PROVIDED THAT THE FOREGOING RELEASE SHALL NOT APPLY TO ANY EXPRESS CONTRACTUAL OR FINANCIAL OBLIGATIONS OR ANY RIGHT OR OBLIGATION ARISING UNDER OR THAT IS PART OF THE PLAN OR ANY AGREEMENTS (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) ENTERED INTO PURSUANT TO, IN CONNECTION WITH, OR CONTEMPLATED BY THE PLAN, AND ANY RIGHT TO ENFORCE THE PLAN AND CONFIRMATION ORDER IS NOT SO RELEASED. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS SECTION 9.3 SHALL IN ANY WAY AFFECT THE OPERATION OF SECTION 9.2 OF THE PLAN, PURSUANT TO SECTION 1141(D) OF THE BANKRUPTCY CODE.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE DEBTORS' RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE

RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT EACH DEBTOR RELEASE IS (1) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (2) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF SUCH CLAIMS; (3) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4) FAIR, EQUITABLE, AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO ANY OF THE DEBTORS OR REORGANIZED DEBTORS OR THEIR RESPECTIVE ESTATES ASSERTING ANY CLAIM, CAUSE OF ACTION, OR LIABILITY RELATED THERETO, OF ANY KIND WHATSOEVER, AGAINST ANY OF THE RELEASED PARTIES OR THEIR PROPERTY.

LIMITED CONSENSUAL THIRD-PARTY RELEASES

AS OF THE EFFECTIVE DATE, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EACH OF THE (1) DEBTORS, (2) DIP AGENTS, (3) DIP LENDERS; (4) FIRST LIEN AGENTS; (5) SECOND LIEN AGENT; (6) PREPETITION SECURED LENDERS; (7) EXIT AGENT; (8) EXIT LENDERS; AND (9) RELATED PARTIES OF EACH OF THE FOREGOING ENTITIES IN CLAUSES (1) THROUGH (8), SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER, RELEASED AND DISCHARGED EACH DEBTOR, REORGANIZED DEBTOR AND EACH OTHER RELEASED PARTY FROM ANY AND ALL CLAIMS, EQUITY INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, LIQUIDATED OR UNLIQUIDATED, CONTINGENT OR FIXED, MATURED OR UNMATURED, EXISTING OR HEREINAFTER ARISING, IN LAW, AT EQUITY, OR OTHERWISE, INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF ANY OF THE DEBTORS, THE REORGANIZED DEBTORS, EACH OTHER RELEASING PARTY OR THEIR ESTATES, 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 BUSINESS OPERATIONS OF THE DEBTORS, ACTIONS TAKEN BY THE DEBTORS' BOARD OF DIRECTORS, 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 EQUITY INTEREST THAT IS TREATED IN THE PLAN (INCLUDING THE FIRST LIEN CREDIT DOCUMENTS), THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE DEBTORS' IN- OR OUT-OF-COURT RESTRUCTURING EFFORTS, INTERCOMPANY TRANSACTIONS, ENTRY INTO THE CHAPTER 11 CASES, THE FORMULATION, PREPARATION, DISSEMINATION, OR NEGOTIATION OF THE DISCLOSURE STATEMENT, THE PLAN, THE PLAN SUPPLEMENT, THE DIP FACILITY DOCUMENTS, THE DIP ORDERS, THE EXIT FACILITY DOCUMENTS,

THE DIP TAKEBACK DOCUMENTS, OR OTHER DOCUMENTS OR 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 FROM ANY ACT OR OMISSION OF A RELEASED PARTY THAT CONSTITUTES ACTUAL FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE; *PROVIDED* THAT THE FOREGOING RELEASE SHALL NOT APPLY TO ANY EXPRESS CONTRACTUAL OR FINANCIAL OBLIGATIONS OR ANY RIGHT OR OBLIGATION ARISING UNDER OR THAT IS PART OF THE PLAN OR ANY AGREEMENTS (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) ENTERED INTO PURSUANT TO, IN CONNECTION WITH, OR CONTEMPLATED BY THE PLAN, AND ANY RIGHT TO ENFORCE THE PLAN AND CONFIRMATION ORDER IS NOT SO RELEASED.

NOTICE TO COUNTERPARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES

You or one of your affiliates may be a counterparty to one or more contracts or leases that may be an executory contract or unexpired leases with one or more of the Debtors. Except as otherwise provided in the Plan, or in any contract, instrument, release, indenture or other agreement or document entered into in connection with the Plan, each of the Debtors' Executory Contracts and Unexpired Leases shall be deemed assumed (or assumed and assigned to the respective Reorganized Debtor, as applicable) pursuant to sections 365(a) and 1123 of the Bankruptcy Code as of the Effective Date, unless such Executory Contract or Unexpired Lease: (i) was previously assumed or rejected by a Debtor, pursuant to a Final Order of the Bankruptcy Court; (ii) will be rejected pursuant to the Plan; (iii) is the subject of a motion to reject pending as of the Effective Date; or (iv) is identified on the Rejection Schedule.

Entry of the Confirmation Order shall constitute a Bankruptcy Court order approving the assumptions, assignments and assignments, or rejections of such Executory Contracts or Unexpired Leases as set forth in the Plan and the Rejection Schedule, as applicable, pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated, all assumptions or assignments and assignments of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Effective Date. Each Executory Contract or Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order but not assigned to a third party on or before the Effective Date shall re-vest in and be fully enforceable by the Reorganized Debtors in accordance with its terms, except as such terms may have been modified by such order or the provisions of the Plan. All assumed Executory Contracts or Unexpired Leases shall be enforceable by the Reorganized Debtors or such party such Executory Contract or Unexpired Lease was assigned to in accordance with their terms notwithstanding any provision in such contract or lease that prohibits, restricts or conditions assumption, assignment or transfer. Any provision in any such contract or lease that permits a Person to terminate or modify such agreement or to otherwise modify the rights of any of the Debtors or the Reorganized Debtors or assignee, as applicable, based on the filing of the Chapter 11 Cases or the financial condition of any of the Debtors or the Reorganized Debtors, as applicable, shall be unenforceable. To the extent any provision in any Executory Contract or Unexpired Lease assumed, or assumed and assigned, pursuant to the Plan (including any "change of control" provision) restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, any of the Debtors' assumption, or assumption and assignment, of such Executory Contract or Unexpired Lease, then such provision will be deemed modified such that the transactions contemplated by the Plan will not entitle

the non-Debtor party or parties thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. After the Effective Date, each of the Reorganized Debtors shall have the right to terminate, amend or modify any contracts, including intercompany contracts, leases or other agreements without approval of the Bankruptcy Court. Notwithstanding anything to the contrary in the Plan, the Debtors, or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Rejection Schedule at any time through and including thirty days after the Effective Date.

ANY COUNTERPARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT DID NOT TIMELY OBJECT TO THE PROPOSED ASSUMPTION OF SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE BY THE TREATMENT OBJECTION DEADLINE WILL BE DEEMED TO HAVE CONSENTED TO SUCH ASSUMPTION.

Objections to the Assumption or Rejection of Executory Contracts and Unexpired Leases: If you believe any further amounts are due as a result of a Debtor's monetary default under an executory contract or unexpired lease or you wish to object to the assumption of an executory contract or unexpired lease under the Plan, including an objection regarding the ability of the Reorganized Debtors to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) (each, a "**Treatment Objection**"), you may assert a Treatment Objection against the Debtors, subject to all defenses the Debtors may have with respect to such Treatment Objection.

Your Treatment Objection must: (a) be in writing; (b) conform to the applicable Federal Rules and the Local Rules; (c) set forth the name of the objecting party, the basis for the objection, and the specific grounds thereof; and (d) be filed with the Court and served on the Notice Parties so as to be received within fourteen (14) days of receipt of a notice of proposed assumption and proposed Cure Cost (or such other date as may be established by the Court) (the "**Treatment Objection Deadline**").

Any counterparty to an assumed executory contract or unexpired lease that fails to timely file a Treatment Objection (i) shall be deemed to have assented to such proposed assumption and shall be deemed to have forever released and waived such Treatment Objection and shall be precluded from being heard at the Confirmation Hearing with respect to such objection; and (ii) shall be forever barred from imposing or charging against the Reorganized Debtors any accelerations, increases or any other fees as a result of any assumption pursuant to the Plan.

UNLESS A RESPONSE OR AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE COURT.

Dated: [DATE], 2021
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

1st Draft

William E. Chipman, Jr. (No. 3818)
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—and—

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Van C. Durrer, II (I.D. No. 3827)
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pending)
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*Proposed Counsel for the Debtors and
Debtors-in-Possession*

EXHIBIT 2

Publication Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

SECURE HOME HOLDINGS LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 21-10745 (xxx)

(Jointly Administered)

**NOTICE OF (I) COMMENCEMENT OF PREPACKAGED CHAPTER 11
BANKRUPTCY CASE, (II) COMBINED HEARING ON THE DISCLOSURE
STATEMENT, CONFIRMATION OF THE PREPACKAGED CHAPTER 11
PLAN, AND RELATED MATTERS, AND (III) OBJECTION DEADLINE**

NOTICE IS HEREBY GIVEN AS FOLLOWS:

1. On April 25, 2021, Secure Home Holdings LLC and certain of its Affiliates (collectively, the “**Debtors**”) commenced a solicitation of votes from Holders of Class 3-A Claims pursuant to the *Prepackaged Chapter 11 Plan of Reorganization of Secure Home Holdings LLC and Its Affiliated Debtors* (as may be amended, supplemented or otherwise modified from time to time, the “**Plan**”),² attached as Exhibit A to the *Disclosure Statement Relating to Prepackaged Chapter 11 Plan of Secure Home Holdings LLC and Its Affiliated Debtors* (as may be amended, supplemented or otherwise modified from time to time, the “**Disclosure Statement**”).

2. On April 25, 2021 (the “**Petition Date**”), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the District of Delaware.

3. On the Petition Date, the Debtors filed the Plan [Docket No. 18] and the Disclosure Statement [Docket No. 19]. Copies of the Plan and the Disclosure Statement may be obtained free of charge from the Debtors’ notice, claims and Claims and Notice Agent, Kurtzman Carson Consultants LLC (the “**KCC**” or the “**Claims and Notice Agent**”), by (i) visiting the Claims and Notice Agent’s website at <https://cases.kccllc.net/securehomes>, (ii) calling 347-919-5760 (international) or 877-470-5540 (domestic, toll free), or (iii) sending an electronic message to securehomesballots@kccllc.net with “**Secure Homes**” in the subject line and requesting a copy

¹ The Debtors in these chapter 11 cases, along with the last four digits of their respective tax identification numbers, are as follows: Secure Home Holdings LLC (1583); ACA Security Systems GP, LLC (5674); ACA Security Systems LP (3613); Hawk Creation, LLC (3525); and My Alarm Center, LLC (0273). The address of the Debtors’ corporate headquarters is 3803 West Chester Pike, Suite 100, Newtown Square, Pennsylvania 19073.

² Capitalized terms used but not defined have the meanings given to them in the Plan. The summaries of the Plan and Disclosure Statement in this Notice are not precise or complete statements of all the terms and provisions of the Plan or documents referred to therein. If there is a discrepancy between this Notice and the Plan or Disclosure Statement, the Plan or Disclosure Statement, as applicable, shall control. For a more detailed description of the Plan, please refer to the Disclosure Statement.

filed with the Court with a proof of service and served upon the Notice Parties so as to be actually received by the Objection Deadline.

UNLESS A RESPONSE OR OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE COURT.

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION, DISCHARGE AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

SUMMARY OF PLAN TREATMENT³

The table below provides a summary of the classification, description, treatment, and anticipated recovery of Claims and Interests under the Plan. This information is provided in summary form below for illustrative purposes only and is qualified in its entirety by reference to the provisions of the Plan. For a more detailed description of the treatment of Claims and Interests under the Plan and the sources of satisfaction for Claims and Interests, *see* Section VII of the Disclosure Statement, entitled “Summary of the Plan.”

CLASS	DESCRIPTION	TREATMENT	ESTIMATED AMOUNT OF CLAIMS OR INTERESTS IN CLASS ⁴	ESTIMATED % RECOVERY
Class 1	Other Priority Claims	Except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Other Priority Claim, each Holder of such Allowed Other Priority Claim shall (A) be paid in full in Cash on or as soon as reasonably practicable after (1) the Effective Date, (2) the date on which such Other	\$0-\$0.5 million	100%

³ The statements contained herein are summaries of the provisions contained in the Disclosure Statement and the Plan and do not purport to be precise or complete statements of all the terms and provisions of the Plan or documents referred to therein. For a more detailed description of the Plan, please refer to the Disclosure Statement. Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan.

⁴ Estimated Allowed Amounts of First Lien Secured Claims and the First Lien Deficiency Claims and Second Lien Deficiency Claims that are treated as General Unsecured Claims are based on the midpoint of the implied valuation more fully described in the Valuation Analysis, attached as Exhibit C to the Disclosure Statement.

CLASS	DESCRIPTION	TREATMENT	ESTIMATED AMOUNT OF CLAIMS OR INTERESTS IN CLASS ⁴	ESTIMATED % RECOVERY
		Priority Claim becomes an Allowed Other Priority Claim, or (3) such other date as may be ordered by the Bankruptcy Court; or (B) receive such other recovery as is necessary to satisfy section 1129 of the Bankruptcy Code.		
Class 2	Other Secured Claims	Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed Other Secured Claim, each Holder thereof shall receive: (A) payment in full in Cash; (B) delivery of the collateral securing any such Claim and payment of any interest required under section 506(b) of the Bankruptcy Code; (C) Reinstatement of such Claim; or (D) other treatment rendering such Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.	\$0	100%
Class 3-A	First Lien Secured Claims	Except to the extent that a Holder of an Allowed First Lien Secured Claim agrees to less favorable treatment, on or as soon as is reasonably practicable after the Effective Date, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed First	Not less than \$95.0 million	69.3%

CLASS	DESCRIPTION	TREATMENT	ESTIMATED AMOUNT OF CLAIMS OR INTERESTS IN CLASS⁴	ESTIMATED % RECOVERY
		Secured Lien Claim, each Holder thereof shall receive their Pro-Rata Share of the First Lien Equity Allocation.		
Class 3-B	Second Lien Secured Claims	On the Effective Date, all Second Lien Secured Claims shall be cancelled, released, and discharged, and shall be of no further force or effect. Therefore, Holders of Second Lien Secured Claims shall not receive any distribution on account of such Second Lien Secured Claims.	\$0	0%
Class 4	General Unsecured Claims	On the Effective Date, all General Unsecured Claims shall be cancelled, released, and discharged, and shall be of no further force or effect. Therefore, Holders of General Unsecured Claims shall not receive any distribution on account of such General Unsecured Claims.	\$110.5 million - \$116.5 million	0%
Class 5	Intercompany Claims	On the Effective Date, at the option of the Debtors, in consultation with the Consenting Secured Lenders, each Intercompany Claim shall be either (A) Reinstated or (B) cancelled, released and discharged without any distribution on account of such Claims.	N/A	100% / 0%
Class 6	Subordinated Claims	On the Effective Date, all Subordinated Claims shall be cancelled, released, and discharged as of the Effective Date, and shall be of no further force or effect.	\$0	0%

CLASS	DESCRIPTION	TREATMENT	ESTIMATED AMOUNT OF CLAIMS OR INTERESTS IN CLASS ⁴	ESTIMATED % RECOVERY
Class 7	Other Equity Interests	On the Effective Date, all Other Equity Interests shall be cancelled without any distribution on account of such Other Equity Interests.	\$0.00	0%
Class 8	Intercompany Equity Interests	On the Effective Date, the Intercompany Equity Interests shall be cancelled without any distribution on account of such Equity Interests; <i>provided, however,</i> that at the option of the Debtors in consultation with the Consenting Secured Lenders, the Intercompany Equity Interests may be Reinstated for administrative convenience.	N/A	0%

INJUNCTION, EXCULPATION AND RELEASE PROVISIONS IN PLAN

PLEASE BE ADVISED THAT ARTICLE IX OF THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, INCLUDING THOSE SET FORTH BELOW. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION AND INJUNCTION PROVISIONS SET FORTH IN ARTICLE IX OF THE PLAN, AS YOUR RIGHTS MAY BE AFFECTED.

BINDING NATURE OF THE PLAN: IF CONFIRMED, ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THE PLAN WILL BIND, AND WILL BE DEEMED BINDING UPON, ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTORS, AND EACH HOLDER'S RESPECTIVE SUCCESSORS AND ASSIGNS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR NOT ANY SUCH HOLDER (1) WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN OR (2) VOTED TO ACCEPT OR REJECT THE PLAN.

EXHIBIT 3

Class 3-A Ballot

CHIPMAN BROWN CICERO & COLE LLP
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SKADDEN, ARPS, SLATE, MEAGHER &
FLOM LLP
Van C. Durrer, II (No. 3827)
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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re

SECURE HOME HOLDINGS LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 21-10745 (___)

(Joint Administration Pending)

**BALLOT FOR ACCEPTING OR REJECTING THE JOINT PREPACKAGED
CHAPTER 11 PLAN OF REORGANIZATION OF SECURE HOME HOLDINGS LLC
AND ITS AFFILIATED DEBTORS AND DEBTORS IN POSSESSION**

Class 3-A — First Lien Secured Claims

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR
COMPLETING THIS BALLOT CAREFULLY BEFORE COMPLETING THIS BALLOT.

**THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT
IT IS ACTUALLY RECEIVED BY THE DEBTORS (WITH A COPY TO THE
DEBTORS' NOTICE AND CLAIMS AGENT) BY 5:00 P.M. (PREVAILING EASTERN
TIME) ON APRIL 25, 2021 (THE "VOTING DEADLINE").**

On April 25, 2020, Secure Home Holdings LLC, ACA Security Systems GP, LLC, ACA Security Systems LP, Haw Creation, LLC, and My Alarm Center, LLC (referred to herein as the "**Debtors**") each commenced a solicitation of votes with respect to the *Joint Prepackaged Chapter*

¹ The Debtors in these chapter 11 cases, along with the last four digits of their respective tax identification numbers, are as follows: Secure Home Holdings LLC (1583); ACA Security Systems GP, LLC (5674); ACA Security Systems LP (3613); Hawk Creation, LLC (3525); and My Alarm Center, LLC (0273). The address of the Debtors' corporate headquarters is 3803 West Chester Pike, Ste 100, Newtown Square, PA 19073.

11 Plan of Reorganization of Secure Home Holdings LLC and its Affiliated Debtors and Debtors in Possession (as may be amended from time to time and including all exhibits and supplements thereto, the “**Plan**”). The *Disclosure Statement for the Joint Prepackaged Chapter 11 Plan of Reorganization of Secure Home Holdings LLC and its Affiliated Debtors and Debtors in Possession* (as may be amended from time to time and including all exhibits and supplements thereto, the “**Disclosure Statement**”) which accompanies this Ballot describes the Plan and provides information to assist you in deciding how to vote your Ballot.

You (the “**Holder**”) are receiving this Ballot because, as of April 23, 2021 (the “**Voting Record Date**”), you are a Holder of a Class 3-A First Lien Secured Claim under the Plan. Accordingly, you have a right to vote to accept or reject the Plan. If the Court confirms the Plan, you will be bound by the Plan regardless of whether you vote.

Your rights and your treatment under the Plan are described in the accompanying Disclosure Statement. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim.

This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot, please immediately call the Debtors’ Notice and Claims Agent, Kurtzman Carson Consultants LLC (the “**Notice and Claims Agent**”) at 888-251-2914 (U.S./Canada) or 310-751-2612 (International) or via email at SecureHomeInfo@kccllc.com.

To ensure that your vote is counted, you must complete the Ballot by: (a) completing Item 1; (b) clearly indicating your decision either to accept or reject the Plan in the boxes provided in Item 2; (c) completing and signing the certification in Item 3; and (d) returning this Ballot to the email address set forth below so that it is actually received by the Debtors (with a copy to the Notice and Claims Agent) prior to the Voting Deadline, which is 5:00 p.m. (prevailing Eastern Time) on April 25, 2021.

VIA EMAIL AT:
Van.Durrer@skadden.com
With a copy to: SecureHomeInfo@kccllc.com
Subject Line: “Secure Home Plan”

**IF THE DEBTORS AND THE NOTICE AND CLAIMS AGENT DO NOT
ACTUALLY RECEIVE THIS BALLOT PRIOR TO THE VOTING DEADLINE,
WHICH IS 5:00 P.M. (PREVAILING EASTERN TIME) ON APRIL 25, 2021, YOUR
VOTE OR ELECTION TRANSMITTED HEREBY WILL NOT BE COUNTED.**

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of First Lien Claim against the applicable Debtors in the following aggregate unpaid principal amount:

\$ _____

Item 2. Vote on Plan.

The Holder of the Class 3-A First Lien Secured Claims against the applicable Debtors set forth in Item 1 votes to (please check one):

<input type="checkbox"/> <u>ACCEPT</u> (vote FOR) the Plan	<input type="checkbox"/> <u>REJECT</u> (vote AGAINST) the Plan
-------------------------------------------------------------------	-----------------------------------------------------------------------

Any Ballot that is executed by the Holder of a Claim but is not marked to accept or reject the Plan or is marked both to accept and reject the Plan will not be counted as a vote.

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Item 3. Certifications.

By signing this Ballot, the undersigned certifies to the Court and the Debtors that:

- (a) either: (i) the undersigned is the Holder of the Class 3-A First Lien Secured Claim being voted, or (ii) the undersigned is an authorized signatory for an entity that is the Holder of the Class 3-A First Lien Secured Claim being voted;
- (b) the Holder has received a copy of the Plan, the Disclosure Statement, and this Ballot and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- (c) the Holder has cast the same vote with respect to all of its Class 3-A First Lien Secured Claim; and
- (d) no other Ballots with respect to the amount of the Class 3-A First Lien Secured Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claims, then any such earlier Ballots are hereby revoked.

Name of Holder:	_____
	(Print or Type)
Social Security (Last 4 Digits) or Federal Tax Identification Number:	_____
Signature:	_____
Name of Signatory:	_____
	(If Other Than Holder)
Title:	_____
Address:	_____

Date Completed:	_____

PLEASE COMPLETE AND SUBMIT THIS BALLOT VIA EMAIL AT:

VAN.DURRER@SKADDEN.COM

WITH A COPY TO:

SECUREHOMEINFO@KCCLLC.COM

SUBJECT LINE: "SECURE HOME PLAN"

IF THE DEBTORS AND NOTICE AND CLAIMS AGENT DO NOT ACTUALLY RECEIVE THIS BALLOT PRIOR TO THE VOTING DEADLINE, WHICH IS 5:00 P.M. (PREVAILING EASTERN TIME) ON APRIL 25, 2021, YOUR VOTE OR ELECTION TRANSMITTED HEREBY WILL NOT BE COUNTED.

Class 3-A — First Lien Secured Claims

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meanings set forth in the Plan or the Disclosure Statement, as applicable, copies of which also accompany the Ballot.
2. **The Court may confirm the Plan and thereby bind you to the terms of the Plan, if it is accepted by the Holders of two-thirds in amount and more than one-half in number of Claims in each Impaired Class of Claims entitled to vote on the Plan. In the event the requisite acceptances are not obtained, the Court may nevertheless confirm the Plan if it finds that the Plan accords fair and equitable treatment to the Class or Classes that have rejected the Plan and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. Please review the Disclosure Statement for more information.**
3. To ensure that your vote is counted you must complete and submit this ballot via email at Van.Durrer@skadden.com (with a copy to SecureHomeInfo@kccllc.com), using the subject line “Secure Home Plan.”
4. If a Ballot is received after the Voting Deadline, it will not be counted. Additionally, the following **Ballots will NOT be counted for voting purposes:**
 - any Ballot that partially rejects and partially accepts the Plan;
 - Ballots sent to any other party other than the Debtors or the Notice and Claims Agent;
 - Ballots sent by facsimile;
 - any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;
 - any unsigned Ballot;
 - any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan;
 - any Ballot cast by an entity that does not hold a Claim in a Class that is entitled to vote on the Plan; and
 - any Ballot submitted by any entity otherwise not entitled to vote pursuant.
5. Except as otherwise provided herein, such delivery will be deemed made only when the Debtors and the Notice and Claims Agent **actually receive** the signed Ballot, which may

be signed by electronic signature. Holders of Claims should allow sufficient time to assure timely delivery.

6. If multiple Ballots are received from the same Holder of a Claim with respect to the same Claim prior to the Voting Deadline, the most recently executed, or, if undated, the last valid executed Ballot timely received will be deemed to reflect that voter's intent and will supersede and revoke any prior Ballot.
7. You must vote all of your Claims within a particular Class either to accept or reject the Plan and may not split your vote. Further, if a Holder has multiple Claims within the same Class, the Debtors may, in their discretion, aggregate the Claims of any particular Holder within a Class for the purpose of counting votes.
8. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Notice and Claims Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.
9. This Ballot does not constitute, and shall not be deemed to be, (a) a proof of claim or (b) an assertion or admission of a Claim.
10. Please be sure to sign and date your Ballot. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Debtors, the Notice and Claims Agent, or the Court, must submit proper evidence to the requesting party of your authority to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
11. After the Voting Deadline, no Ballot may be withdrawn or modified without the prior written consent of the Debtors.
12. The Debtors reserve the right to waive any infirmities with any Ballot as well as to extend the Voting Deadline, with written notice to the Notice and Claims Agent, until properly completed Ballots indicating acceptance of the Plan in sufficient number and amount to meet the voting requirements prescribed by section 1126 of the Bankruptcy Code have been received.

PLEASE SUBMIT YOUR BALLOT PROMPTLY!

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE BALLOT INSTRUCTIONS, OR THE PROCEDURES FOR VOTING, PLEASE CONTACT THE NOTICE AND CLAIMS AGENT AT 888-251-2914 (U.S./Canada) or 310-751-2612 (International) OR VIA EMAIL AT SecureHomeInfo@kcellc.com.

PLEASE NOTE THAT THE NOTICE AND CLAIMS AGENT IS NOT AUTHORIZED TO PROVIDE, AND WILL NOT PROVIDE, LEGAL OR FINANCIAL ADVICE.

IF THE DEBTORS AND THE NOTICE AND CLAIMS AGENT DO NOT ACTUALLY RECEIVE THIS BALLOT PRIOR TO THE VOTING DEADLINE, WHICH IS 5:00 P.M. (PREVAILING EASTERN TIME) ON APRIL 25, 2021, YOUR VOTE OR ELECTION TRANSMITTED HEREBY WILL NOT BE COUNTED.

EXHIBIT 4

Assumption Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

SECURE HOME HOLDINGS LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 21-10745 (xxx)

(Joint Administration Pending)

**NOTICE OF (I) POSSIBLE ASSUMPTION OR ASSUMPTION AND ASSIGNMENT OF
EXECUTORY CONTRACTS OR UNEXPIRED LEASES, (II) FIXING CURE
AMOUNTS, AND (III) DEADLINE TO OBJECT THERETO**

PLEASE TAKE NOTICE that on April 25, 2021 (the “**Petition Date**”), Secure Home Holdings LLC and certain of its affiliates, the debtors and debtors in possession in the above-captioned cases (collectively, the “**Debtors**,” or the “**Company**”), filed voluntary petitions for reorganization pursuant to the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “**Court**”).

PLEASE TAKE FURTHER NOTICE that on the Petition Date, the Debtors filed the *Joint Prepackaged Chapter 11 Plan of Reorganization of Secure Home Holdings LLC and Its Affiliated Debtors and Debtors in Possession* (as may be amended, modified, or supplemented from time to time and including all exhibits or supplements thereto, the “**Plan**”)²; and *Disclosure Statement for the Joint Prepackaged Chapter 11 Plan of Reorganization of Secure Home Holdings LLC and its Affiliated Debtors and Debtors in Possession* (as may be amended, modified, or supplemented from time to time and including all exhibits or supplements thereto the “**Disclosure Statement**”).

PLEASE TAKE FURTHER NOTICE that the hearing at which the Court will consider approval of the Disclosure Statement and Confirmation of the Plan (the “**Combined Hearing**”) will commence on [DATE], 2021 at [TIME] (*prevailing* Eastern Time), before the Honorable [JUDGE], in the United States Bankruptcy Court for the District of Delaware. Additional information regarding the Combined Hearing is included in the Notice of (I) Commencement of Chapter 11 Cases and (II) Combined Hearing on (A) Adequacy of Disclosure Statement and (B) Confirmation of Plan, which was previously served on you.

¹ The Debtors in these chapter 11 cases, along with the last four digits of their respective tax identification numbers, are as follows: Secure Home Holdings LLC (1583); ACA Security Systems GP, LLC (5674); ACA Security Systems LP (3613); Hawk Creation, LLC (3525); and My Alarm Center, LLC (0273). The address of the Debtors’ corporate headquarters is 3803 West Chester Pike, Ste 100, Newtown Square, Pennsylvania 19073.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Plan or the Disclosure Statement, as applicable.

PLEASE TAKE FURTHER NOTICE that you are receiving this notice because the Debtors' records reflect that you are a party to an Executory Contract³ or Unexpired Lease⁴ to be assumed or assumed and assigned by the Debtors under the Plan. Therefore, you are advised to review carefully the information contained in this notice and the related provisions of the Plan.⁵

PLEASE TAKE FURTHER NOTICE that receipt of this notice or the fact that an Executory Contract or Unexpired Lease is not included on the Rejection Schedule is not a guarantee that such Executory Contract or Unexpired Leases will ultimately be assumed or assumed and assigned. The Debtors have reserved the right to amend the Rejection Schedule following its filing as part of the Plan Supplement.

PLEASE TAKE FURTHER NOTICE that section 365(b)(1) of the Bankruptcy Code requires a chapter 11 debtor to cure, or provide adequate assurance that it will promptly cure, any defaults under executory contracts and unexpired leases at the time of assumption (the "**Cure Cost**"). Accordingly, the Debtors have conducted a thorough review of their books and records and have determined the amounts required to cure defaults, if any, under the Executory Contract(s) and Unexpired Lease(s), which amounts are listed in **Exhibit A** (the "**Proposed Cure Schedule**"). Please note that if no amount (or zero) is stated for a particular Executory Contract or Unexpired Lease, the Debtors believe that there is no cure amount outstanding for such contract or lease. The Proposed Cure Schedule is preliminary and subject to change until the date of confirmation of the Plan.

PLEASE TAKE FURTHER NOTICE that any objections by an Executory Contract or Unexpired Lease counterparty to a proposed assumption, assumption or assignment, or related Cure Cost, on any grounds, including those set forth in section 365, must:

- (a) Be in writing;

³ "**Executory Contract**" means a contract or lease to which one or more of the Debtors is a party that is subject to assumption, assumption and assignment or rejection under sections 365 or 1123 of the Bankruptcy Code.

⁴ "**Unexpired Lease**" means a lease to which one or more of the Debtors is a party that is subject to assumption, assumption and assignment or rejection under section 365 of the Bankruptcy Code.

⁵ The Plan provides that all Executory Contracts and Unexpired Leases of the Debtors will be deemed assumed by the applicable Debtor or Reorganized Debtor other than (i) those that are identified on the Rejection Schedule; (ii) those that have been previously assumed or rejected pursuant to a Final Order by the Debtors prior to the Effective Date; (iii) those that are the subject of a motion seeking assumption or rejection pending as of the Effective Date; or (iv) those that are to be rejected pursuant to the terms of the Plan. Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Rejection Schedule, nor anything contained in the Plan or this Notice, shall constitute an admission by the Debtors that any contract or lease is in fact an Executory Contract or Unexpired Lease capable of assumption or assumption and assignment, that any Reorganized Debtor(s) has any liability thereunder, or that such Executory Contract or Unexpired Lease is a binding and enforceable agreement. Further, the Debtors expressly reserve the right to (a) add any Executory Contract or Unexpired Lease to the Rejection Schedule and reject such Executory Contract or Unexpired Lease pursuant to the terms of the Plan and (b) contest any Claim (or cure amount) asserted in connection with assumption or assumption and assignment of any Executory Contract or Unexpired Lease.

- (b) Set forth with specificity: (a) the basis for any objection to the Cure Cost listed by the Debtors, which objection must set forth the amount that the counterparty contends that the Debtors must pay to assume or assume and assign the Executory Contract or Unexpired Lease; (b) the basis for any objection to the ability of the Debtors to assume or assume and assign the Executory Contract or Unexpired Lease and, including pursuant to section 365(c) of the Bankruptcy Code; (iii) the basis for any objection to the Debtors' ability to provide adequate assurance of future performance under the Executory Contract or Unexpired Lease as required pursuant to section 365(b) of the Bankruptcy Code; (iv) any and all bases on which the objecting party asserts other or additional monetary amounts are required to be paid if the Executory Contract or Unexpired Lease is assumed or assumed and assigned pursuant to the Plan; and/or (v) the grounds for any other objection that may be raised under section 365 of the Bankruptcy Code or other applicable law to such assumption or assumption and assignment;
- (c) Comply with the Bankruptcy Rules, the Local Rules of Bankruptcy Practice and Procedures for the District of Delaware, and any other case management rules and orders of the Court; and
- (d) be served by personal service or by overnight delivery, so as to be **ACTUALLY RECEIVED no later than fourteen (14) days** after service of the Assumption Notice, by: (a) the Debtors, 3803 West Chester Pike, Suite 100, Newtown Square, Pennsylvania 19073 (Attn: Amy Kothari, Anastasia Bottos and Evan Flamm) (avk@alarmcapital.com; Anastasia.bottos@myalarmcenter.com; and evan.flamm@myalarmcenter.com); (b) *proposed* counsel for the Debtors, (i) *Skadden, Arps, Slate, Meagher & Flom LLP*, 300 South Grand Avenue, Suite 3400, Los Angeles, California 90071-3144 (Attn: Van C. Durrer, Esquire and Destiny N. Almogue, Esquire) (Email: Van.Durrer@skadden.com and Destiny.Almogue@skadden.com); and (ii) *Chipman Brown Cicero & Cole, LLP*, Hercules Plaza, 1313 North Market Street, Suite 5400, Wilmington, Delaware 19801 (Attn: William E. Chipman, Jr., Esquire, Robert A. Weber, Esquire and Mark D. Olivere, Esquire) (Email: chipman@chipmanbrown.com; weber@chipmanbrown.com; and olivere@chipmanbrown.com); (c) the Office of the United States Trustee for the District of Delaware (Attn: Timothy J. Fox, Esquire); and (d) counsel to the DIP Lender, *Ropes & Gray LLP*, 1211 Avenue of the Americas, New York, New York 10036-8704 (Attn: Gregg M. Galardi, Esquire) (Email: Gregg.galardi@ropesgray.com); and (e) any other party entitled to notice under Bankruptcy Rule 2002.

PLEASE TAKE FURTHER NOTICE that any objection to the Debtors' proposed assumption, or assumption and assignment, of an Executory Contract or Unexpired Lease, or the related proposed Cure Cost, that remains unresolved as of the Combined Hearing shall be heard at the Combined Hearing (or at a later date as fixed by the Court), provided that any such objection may be adjourned, in full or in part, by the Debtors to a later date by listing such adjournment in a notice of agenda or other notice filed on the docket of the Debtors' chapter 11 cases and served on the affected counterparty.

PLEASE TAKE FURTHER NOTICE that if no objection to (a) the Cure Cost or (b) the potential assumption or assumption and assignment of any Executory Contract or Unexpired Lease is filed within fourteen (14) days after service of the Assumption Notice, then (i) you will be deemed to have stipulated that the Cure Cost as determined by the Debtors is correct and (ii) you will be forever barred, estopped, and enjoined from asserting any additional cure amount under the proposed assigned Executory Contract or Unexpired Lease.

PLEASE TAKE FURTHER NOTICE that any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or assumption and assignment, or the proposed Cure Cost will be deemed to have assented to such assumption or assumption and assignment, and the proposed Cure Cost.

PLEASE TAKE FURTHER NOTICE that assumption 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 Executory Contract or Unexpired Lease at any time before the date the Debtors or Reorganized Debtors assume such Executory Contract or Unexpired Lease. Any Proofs of Claim Filed with respect to an Executory Contract or Unexpired Lease that has been assumed shall be deemed disallowed and expunged, without further notice to or action, order, or approval of the Court.

PLEASE TAKE FURTHER NOTICE that if you would like to obtain a copy of the Disclosure Statement, the Plan, or related documents, you should contact Kurtzman Carson Consultants LLC, the notice and claims agent retained by the Debtors in these Chapter 11 Cases (“**KCC**” or the “**Claims and Notice Agent**”), by: (a) calling the Claims and Notice Agent at (877) 470-5540 (toll free) or (347) 919-5760 (international); (b) visiting the Debtors’ restructuring website at: <https://cases.kccllc.net/securehomes>; (c) sending an electronic message to securehomesballots@kccllc.net with “**Secure Homes**” in the subject line and requesting a copy be provided to you; or (d) by contacting Debtors’ *proposed* counsel, (i) *Skadden, Arps, Slate, Meagher & Flom LLP*, 300 South Grand Avenue, Suite 3400, Los Angeles, California 90071-3144 (*Attn:* Van C. Durrer, Esquire and Destiny N. Almogue, Esquire) (*Email:* Van.Durrer@skadden.com and Destiny.Almogue@skadden.com); and (ii) *Chipman Brown Cicero & Cole, LLP*, Hercules Plaza, 1313 North Market Street, Suite 5400, Wilmington, Delaware 19801 (*Attn:* William E. Chipman, Jr., Esquire, Robert A. Weber, Esquire and Mark D. Olivere, Esquire) (*Email:* chipman@chipmanbrown.com; weber@chipmanbrown.com; and olivere@chipmanbrown.com). You may also obtain these documents and any other pleadings filed in the Debtors’ Chapter 11 Cases (for a fee) *via* PACER at <http://www.deb.uscourts.gov>.

Dated: [DATE], 2021
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

1st Draft

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—and—

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*Proposed Counsel for the Debtors and
Debtors-in-Possession*