

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:

EQUIPMENT ACQUISITION SERVICES,
INC.,

Debtor.

Chapter 11

Case No. 09-39937

Hon. John H. Squires

ORDER CONFIRMING DEBTOR'S SECOND AMENDED PLAN OF LIQUIDATION

A hearing having been held on July 15, 2010 (the "Confirmation Hearing") to consider confirmation of the Debtor's Modified First Amended Plan of Liquidation ("Original Plan") as modified by the Debtor's Second Amended Plan of Liquidation filed on July 14, 2010 (the "Plan") pursuant to Section 1129 of the Code; and the Court having jurisdiction to consider confirmation of Plan the in accordance with 28 U.S.C. §157(b) and 1334; the Confirmation Hearing being a core proceeding in accordance with 28 U.S.C. §157(b); and the appearance of all interested parties and all responses and objections, if any, to confirmation of the Plan having been withdrawn, and after due deliberation and sufficient cause appearing therefore, the Court hereby FINDS, DETERMINES and CONCLUDES that:

A. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Plan. In accordance with this Order, if there is any direct conflict between the terms of the Plan and the terms of this Order, the terms of this Order shall control.

B. On May 28, 2010, the Debtor distributed the Original Plan to all holders of impaired claims (the "Impaired Claims") against and impaired equity interests ("Impaired Interests") in the Debtor, together with a solicitation of votes to accept or reject the Original Plan and a notice of the Confirmation Hearing.

C. Pursuant to the Debtor's Report on Balloting filed on July 9, 2010, a requisite number and amount of Impaired Claims voted in favor of the Original Plan prior to the voting deadline of July 8, 2010.

D. On July 8, 2010, the Debtor filed a Motion to Make Non-Material Modifications to the Original Plan. On July 14, 2010, the Debtor filed the Plan which incorporated the proposed non-material modifications.

E. On July 15, 2010, the Court entered an Order authorizing the Debtor to make non-material modifications to the Plan in the form of the Plan filed on July 14, 2010. Based on the fact that the proposed modifications do not adversely affect the treatment of any Impaired Claims or Impaired Interests and do not materially change the provisions of the Original Plan, no further voting was required on the Plan, and the accepting ballots cast with respect to the Original Plan are being considered as accepting ballots with respect to the Plan. Therefore, the votes in favor of the Plan are sufficient to satisfy the requirements under Section 1126 of the Code.

F. Notice of the Confirmation Hearing has been adequate and appropriate as to all parties to be affected by the Plan.

G. The legal and factual bases presented at the Confirmation Hearing establish just cause for the relief granted herein.

H. The Plan satisfies the requirements set forth in Section 1129(a) of the Code.

The Court therefore, ORDERS, ADJUDGES AND DECREES THAT:

1. The Plan dated July 14, 2010, a copy of which is attached hereto and incorporated herein by reference, is confirmed.

2. The Debtor, through the Plan Administrator, is required to pay United States Trustee's quarterly fees until such time as the case is closed.

3. A post-confirmation hearing is scheduled to be heard on 10/21/10 2010 at 10:00.

4. Notwithstanding the applicability of Bankruptcy Rule 3020(e), the terms and conditions of this Confirmation Order shall be immediately effective and enforceable upon its entry and no stay shall apply.

5. The debtor shall serve notice of the entry of this order as provided by Fed.R.Bank.P. 2002(f)(7) within five (5) business days of the entry of this order and file proof of service thereof with the clerk promptly thereafter.

IT IS SO ORDERED.

Chicago, Illinois

Date: **JUL 15 2010** ~~2010~~

A handwritten signature in black ink, reading "John H. Squires", followed by a circular stamp containing a stylized monogram.

Hon. John H. Squires
U.S. Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:

EQUIPMENT ACQUISITION RESOURCES,
INC.,

Debtor.

Chapter 11

Case No. 09 B 39937

Hon. John H. Squires

**SECOND AMENDED PLAN OF LIQUIDATION OF
EQUIPMENT ACQUISITION RESOURCES, INC.
DATED JULY 15, 2010**

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ATTORNEYS FOR DEBTOR AND DEBTOR IN POSSESSION

INTRODUCTION

Equipment Acquisition Resources, Inc. ("Debtor" or "EAR") proposes the following Second Amended Plan of Liquidation pursuant to the provisions of Chapter 11 of the Bankruptcy Code. Reference is made to the Modified First Amended Disclosure Statement (as that term is defined herein), for a discussion of the Debtor's history, business and operations, risk factors, and certain related matters. The Disclosure Statement also provides a summary of this Second Amended Plan of Liquidation.

Prior to the commencement of this case, the Debtor purported to be a market maker in the semiconductor manufacturing equipment sales and servicing industry. Prior to the Petition Date, it became clear that the Debtor may have engaged in fraudulent activity with respect to its operations and financial reporting. In October 2009, the members of the Debtor's board of directors and its officers resigned and the shareholders elected the CRO as the sole member of the board of directors and the Debtor's chief restructuring officer.

On December 10, 2009, the Bankruptcy Court entered an order granting the Debtor authority to abandon property of the estate ("Abandonment Order"). Pursuant to the Abandonment Order, the Debtor was authorized to and did in fact abandon all of its ownership and leasehold interests in the Abandoned Equipment, the Abandoned Real Property and the Abandoned Leased Warehouses (collectively, the "Abandoned Property"), and surrendered its ownership to all parties with claimed interests in such property. The Abandonment Order also granted all equipment lessors and secured lenders asserting an interest in such abandoned property relief from the automatic stay effective December 31, 2009 to proceed with their respective rights under applicable law.

This Plan provides (1) the Secured Claims not otherwise satisfied by the abandonment of the property to the holders of the Secured Claims, shall hold deficiency claims against the Debtor; and (2) all the remaining assets of the Debtor, not previously abandoned, shall remain in the Estate to be liquidated for the benefit of administrative, priority unsecured and all other unsecured creditors, including deficiency claims.

ARTICLE I

DEFINED TERMS AND RULES OF INTERPRETATION

Defined Terms: As used herein, capitalized terms have the meanings set forth below. Any term that is not otherwise defined herein, but that is used in the Bankruptcy Code or the Bankruptcy Rules, will have the meaning given to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable.

1.1 Abandoned Equipment -- means the semiconductor manufacturing equipment and other equipment and parts owned and/or leased by the Debtor that were abandoned by the Debtor pursuant to the Abandonment Order.

1.2 Abandoned Leased Warehouses -- mean the various Illinois warehouses and storage facilities used to store the Abandoned Equipment, located at: 601 S. Vermont Street, Palatine, Illinois, 629 S. Vermont Street, Palatine, Illinois, 645 S. Vermont Street, Palatine, Illinois and 649 S. Vermont Street, Palatine, Illinois; which were abandoned by the Debtor pursuant to the Abandonment Order.

1.3 Abandoned Property -- means collectively, the Abandoned Equipment, Abandoned Leased Warehouses and Abandoned Real Property.

1.4 Abandoned Real Property -- means the Debtor's business office, warehouse and storage facility located at 555 W. Vermont Street, Palatine, Illinois and 3280 North California Avenue, Chicago, Illinois, that were abandoned by the Debtor pursuant to the Abandonment Order.

1.5 Abandonment Order -- means the Order entered by the Bankruptcy Court on December 10, 2009, granting the Debtor's request to abandon all of the Debtor's interest in all real property or equipment.

1.6 Administrative Claim -- means a Claim for costs and expenses of administration of the Chapter 11 case Allowed under sections 503(b), 507(b) or, if applicable, 1114(e)(2) of the Bankruptcy Code, including: (a) any actual and necessary costs and expenses incurred after the Petition Date of preserving the Debtor's Estate and winding down the business of the Debtor (such as wages, salaries, commissions for services and payments for inventories, leased equipment and premises) and Claims of governmental units for taxes (including tax audit Claims related to tax years commencing after the Petition Date, but excluding Claims relating to tax periods, or portions thereof, ending on or before the Petition Date); (b) compensation for legal, financial, advisory, accounting and other services and reimbursement of expenses Allowed by the Bankruptcy Court under section 330, 331 or 503(b) of the Bankruptcy Code (also defined herein as "Fee Claims") to the extent incurred prior to the Effective Date; and (c) all fees and charges assessed against the Debtor's Estate under section 1930, chapter 123 of title 28, United States Code.

1.7 Allowed -- means an Allowed Claim or Interest in a particular Class or category specified. Any reference herein to a particular Allowed Claim includes both the secured and unsecured portions of such Claim.

1.8 Allowed Claim -- means a Claim: (a) as to which no objection or request for estimation has been filed on or before the Claims Objection Deadline or the expiration of such other applicable period fixed by the Bankruptcy Court; or (b) as to which any objection has been settled, waived, withdrawn or denied by a Final Order; or

(c) that is Allowed (i) by a Final Order; (ii) by an agreement between the Holder of such Claim and the Debtor or the Estate, as the case may be; or (iii) pursuant to the terms of this Plan.

1.8.1. For purposes of computing distributions under this Plan, the term "Allowed Claim" shall not include interest on such Claim from and after the Petition Date, except as provided in section 506(b) of the Bankruptcy Code or as otherwise expressly set forth in this Plan.

1.9 Avoidance Action -- means any cause of action against persons or entities arising under sections 502, 510, 541, 542, 545, 547 through 551 and 553 of the Bankruptcy Code, or under related state or federal statutes and common law, including fraudulent transfer laws, whether or not litigation is commenced before or after the Effective Date to prosecute such Avoidance Actions.

1.10 Bankruptcy Case -- means Case No. 09 B 39937, the Chapter 11 case of the Debtor filed October 23, 2009.

1.11 Bankruptcy Code -- means title 11 of the United States Code (11 U.S.C. §§ 101 *et. seq.*), as now in effect or hereafter amended.

1.12 Bankruptcy Court -- means the United States Bankruptcy Court for the Northern District of Illinois having jurisdiction over the Bankruptcy Case.

1.13 Bankruptcy Rules -- means the Federal Rules of Bankruptcy Procedure and the local rules of the Bankruptcy Court, as now in effect or hereafter amended.

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

1.15 Cash -- means legal tender of the United States of America and equivalents thereof.

1.16 Claim -- means a "claim," as defined in section 101(5) of the Bankruptcy Code.

1.17 Claims Objection Deadline -- means, the last day for Filing objections to Claims or Interests which date shall be the date 90 days after the Effective Date.

1.18 Class -- means a category of holders of Claims or Interests, as described in Article II hereof.

1.19 Confirmation Date -- means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court.

1.20 Confirmation Hearing -- means the hearing held by the Bankruptcy Court pursuant to section 1128 of the Bankruptcy Code to consider confirmation of this Plan, as such hearing may be adjourned or continued from time to time.

1.21 Confirmation Order -- means the order of the Bankruptcy Court, confirming this Plan pursuant to section 1129 of the Bankruptcy Code.

1.22 Creditors -- means all creditors of the Debtor holding Claims for debts, liabilities, demands or other Claims of any character whatsoever.

1.23 CRO -- means William A. Brandt, Jr. of Development Specialists, Inc., the chief restructuring officer of the Debtor.

1.24 Debtor -- means Equipment Acquisition Resources, Inc.

1.25 DIP -- means debtor in possession.

1.26 Disbursing Agent -- means the Plan Administrator, as that term is defined above, or any successor person or entity that may be designated by the Plan to serve as Plan Administrator under the Plan.

1.27 Disclosure Statement -- means that certain disclosure statement, including all exhibits and schedules thereto, as further amended or supplemented from time to time, relating to this Plan as approved by order of the Bankruptcy Court.

1.28 Disputed Claim -- means any Claim as to which the Debtor or Estate have interposed a timely objection or request for estimation in accordance with the Bankruptcy Code and the Bankruptcy Rules, or any claim otherwise disputed by the Debtor in accordance with applicable law, which objection has not been withdrawn or determined by a Final Order.

1.29 Disputed Claim Amount -- means (a) with respect to contingent or unliquidated Claims, the amount estimated by the Bankruptcy Court for purposes of distributions in respect of such Claim in accordance with section 502(c) of the Bankruptcy Code; or (b) the amount set forth in a timely Filed proof of claim.

1.30 Effective Date -- means the date when the Confirmation Order becomes a Final Order.

1.31 Employee Claims -- means a Claim (or a portion of a Claim) held by an employee of the Debtor for unpaid wages and/or expenses relating to such employee's employment at the Debtor which is entitled to priority under section 507 of the Bankruptcy Code.

1.32 Estate -- means the estate of the Debtor created under section 541 of the Bankruptcy Code. The Estate Assets will remain in and vest with the Estate upon the Effective Date of the Plan for the benefit of all creditors of the Debtor, including for payment of Allowed Administrative Claims, Allowed Priority Claims and Allowed General Unsecured Claims. The Plan Administrator shall liquidate and distribute the Estate Assets in accordance with the terms of the Plan and Plan Administrator Agreement.

1.33 Estate Assets -- means those assets that remain in and vest with the Estate pursuant to this Plan, plus all proceeds, earnings and replacements arising from or relating to these assets and all assets acquired by the Plan Administrator at any time. The Estate Assets shall include all assets of the Debtor not abandoned pursuant to the Abandonment Order, including without limitation, cash, Recovered Property and all Litigation Claims.

1.34 Fee Claim -- means an Administrative Claim arising or asserted under section 330(a), 331, 503 or 1103 of the Bankruptcy Code for compensation of a Professional or other entity for services rendered or expenses incurred in the Bankruptcy Case on or prior to the Effective Date.

1.35 File, Filed or Filing -- means file, filed or filing with the Bankruptcy Court or its authorized designee in the Bankruptcy Case.

1.36 Final Order -- means an order of the Bankruptcy Court as to which the time to appeal, petition for certiorari or move for re-argument or rehearing has expired and as to which no appeal, petition for certiorari or other proceedings for re-argument or rehearing shall then be pending or as to which any right to appeal, petition for certiorari, reargue or rehear shall have been waived in writing in form and substance satisfactory to the Debtor or the Estate or, in the event that an appeal, writ of certiorari or re-argument or rehearing thereof has been sought, such order of the Bankruptcy Court shall have been determined by the highest court to which such order was appealed, or certiorari, re-argument or rehearing shall have been denied and the time to take any further appeal, petition for certiorari or move for re-argument or rehearing shall have expired; provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order shall not preclude such order from being a Final Order.

1.37 General Unsecured Claim -- means any Unsecured Claim, arising prior to the Effective Date, that is not a claim that falls within Class 1 (Secured Claims); Class 2 (Unsecured Priority Employee Claims); and Class 4 (Equity Interest Holder Claims)

1.38 Holder -- means an entity holding a Claim or Interest.

1.39 Initial Distribution Date -- means the date declared by the Plan Administrator for initial distributions on Allowed Claims, as further set forth in the Plan.

1.40 Impaired -- means, in reference to a Claim or Interest, a Claim or Interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.

1.41 Interest -- means the legal, equitable, contractual and other rights of the holders of any stock rights, whether preferred or common, pertaining or relating in any way to the Debtor.

1.42 IRS -- means the Internal Revenue Service.

1.43 Litigation Claims -- means the Claims, rights of action, suits or proceedings, whether in law or in equity, whether known or unknown, that the Debtor or Estate may hold against any person or entity under the Bankruptcy Code or any non-bankruptcy law, including, but not limited to, Avoidance Actions, Claims, rights of action, suits or proceedings against "insiders" of the Debtor as such term is defined in section 101(31) of the Bankruptcy Code.

1.44 Net Available Cash -- means all of the cash available to the Debtor or Plan Administrator less cash necessary to satisfy administrative claims.

1.45 Petition Date -- means October 23, 2009, the date on which the Debtor filed its petition for relief commencing the Bankruptcy Case.

1.46 Plan -- means this Plan of Liquidation and all supplements, appendices and schedules hereto, in its present form or as the same may be altered, amended or modified from time to time.

1.47 Plan Administrator -- means William A. Brandt, Jr. of Development Specialists, Inc., to serve as custodian for the Estate and to oversee the liquidation and distribution of the Estate Assets held therein.

1.48 Plan Administrator Agreement -- means the agreement between the Debtor and the Plan Administrator to be drafted by the Debtor and attached hereto as Exhibit A.

1.49 Plan Administrator Expenses -- means the reasonable fees, costs and expenses incurred by the Plan Administrator and any professionals retained by the Plan Administrator in connection with the performance of his duties and responsibilities under the Plan, as well as any other reasonably and necessary costs of administration of the Estate, including U.S. Trustee fees incurred after the Effective Date of the Plan.

1.50 Professional -- means any (a) professional employed in the Debtor's Chapter 11 case pursuant to section 327 or 1103 of the Bankruptcy Code or otherwise and (b) other professional or other entity seeking compensation or reimbursement of

expenses in connection with the Debtor's Chapter 11 case pursuant to section 503(b)(4) of the Bankruptcy Code.

1.51 Recovered Property -- means the real and personal property recovered by the Debtor after the Petition Date which shall become part of the Estate Assets upon the Effective Date of this Plan.

1.52 Secured Claim -- means a Claim of a Creditor secured by a lien on property of the Estate, or a Claim subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of such Creditor's interest in property of the Estate, or to the extent of the amount subject to setoff, as the case may be.

1.53 Secured Creditor -- means the Holder of a Secured Claim.

1.54 Unimpaired Claim -- means a Claim that is not impaired within the meaning of section 1124 of the Bankruptcy Code.

1.55 Unsecured Claim -- means a Claim of a Creditor not secured by a lien on property of the Estate and not entitled to be classified as a priority claim pursuant to section 507 of the Bankruptcy Code.

1.56 Unsecured Insider Claim -- means a Claim of a Creditor not secured by a lien on property of the Estate and not entitled to be classified as a priority claim pursuant to section 507 of the Bankruptcy Code that is asserted by an "insider" of the Debtor as such term is defined in section 101(31) of the Bankruptcy Code.

1.57 U.S. Trustee -- means the Office of the United States Trustee.

1.58 Rules of Interpretation and Computation of Time. For purposes of this Plan, unless otherwise provided herein: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, will include both the singular and the plural; (b) unless otherwise provided in this Plan, any reference in this Plan to a contract, instrument, release or other agreement or document being in a particular form or on particular terms and conditions means that such document will be substantially in such form or substantially on such terms and conditions; (c) any reference in this Plan to an existing document or schedule Filed or to be Filed means such document or schedule, as it may have been or may be amended, modified or supplemented pursuant to this Plan; (d) any reference to an entity as a Holder of a Claim or Interest includes that entity's successors and assigns; (e) all references in this Plan to Sections, Articles and Schedules are references to Sections, Articles and Schedules of or to this Plan; (f) the words "herein," "hereunder" and "hereto" refer to this Plan in its entirety rather than to a particular portion of this Plan; (g) captions and, headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Plan; (h) the rules of construction set forth in section

1021 of the Bankruptcy Code will apply; and (i) in computing any period of time prescribed or allowed by this Plan, the provisions of Bankruptcy Rule 9006(a) will apply.

ARTICLE II

CLASSIFICATION OF CLAIMS AND INTERESTS

All Claims and Interests, except Administrative Claims (including Fee Claims), are placed in the Classes set forth below. In accordance with section 1123(a)(1) of the Bankruptcy Code, Fee Claims and Administrative Claims as described below, have not been classified.

A Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes. A Claim or Interest is also placed in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Claim or Interest has not been paid, released or otherwise settled prior to the Effective Date.

- 2.1 Unclassified Claims (not entitled to vote on the Plan).
 - a. Fee Claims and United States Trustee Fees.
 - b. Other Administrative Claims.
- 2.2 Unimpaired Classes of Claims (not entitled to vote on the Plan)
 - a. Class 1. Employee Claims.
 - b. Class 2. Secured Claims.
- 2.3 Impaired Classes of Claim (entitled to vote on the Plan)
 - a. Class 3. Allowed General Unsecured Claims.
- 2.4 Impaired Classes of Interests (not entitled to vote on the Plan)
 - a. Class 4. Interests of Equity Security Holders.

ARTICLE III

TREATMENT OF CLAIMS AND INTERESTS

3.1 Unclassified Fees

3.1.1. Fee Claims and U.S. Trustee Fees

Fee Claims shall be paid in full, in cash, on or before the earlier of the Effective Date or upon approval by the Bankruptcy Court of such Fee Claims, or on such other terms as agreed upon between the Debtor and the Professional asserting the Fee Claim. Statutory fees owed to the U.S. Trustee shall be paid in full on or before the Effective Date and shall be paid on a regular basis thereafter as incurred until the Bankruptcy Case is closed. Post-confirmation Fee Claims are not subject to Bankruptcy Court review.

3.1.2. Other Administrative Claims.

All other Administrative Claims not included in 3.1.1 above, shall be paid by the Plan Administrator, at its election: (a) in full, in cash, in such amounts as are incurred in the ordinary course of business by the Estate, or in such amounts as the Bankruptcy Court may allow upon the later of the Effective Date or the date upon which there is a Final Order allowing such Administrative Claim; (b) upon such other terms as may exist in the ordinary course of the Debtor's business; or (c) upon such other terms as may be agreed upon between the Holder of such Administrative Claim and the Estate.

3.2 Unimpaired Classes of Claims. (Not Entitled to Vote on Plan)

3.2.1. Class 1. Employee Claims.

To the extent there are sufficient Estate Assets after payment in full of all Allowed Administrative Claims, the Plan Administrator shall distribute Cash proceeds of the Estate Assets on a pro rata basis to holders of Allowed Employee Claims to the extent of \$10,950 for each individual employee on the Initial Distribution Date, and on each Distribution Date thereafter until all employee claims are paid in full.

Class 1 is Unimpaired and not entitled to vote on the Plan.

3.2.2. Class 2. Secured Claims

Due to the Abandonment Order, there are no Secured Claims against the Debtor. To the extent any Secured Creditors assert a deficiency claim relating to the Abandoned Property, such deficiency claim shall be treated as a General Unsecured Claim.

Class 2 is Unimpaired and not entitled to vote on the Plan.

3.3 Impaired Classes of Claims. (Entitled to Vote on Plan)

3.3.1. Class 3. General Unsecured Claims

(a) To the extent that there are sufficient Estate Assets, after payment in full of all Allowed Administrative and Employee Claims, the Plan Administrator shall distribute the Cash proceeds of the remaining Estate Assets to holders of Allowed Class 3 Claims on a pro rata basis.

(b) The remaining assets of the Debtor shall vest with the Estate on the Effective Date of the Plan. Thereafter, the Plan Administrator shall make distributions from the Estate on the Initial Distribution Date and on any distribution date thereafter in his sole discretion.

(c) Claims Allowed subsequent to the Effective Date shall receive a pro-rata "catch-up" payment equal to the amount such Allowed Claim would have received as of the Initial Distribution and any subsequent Distribution made thereafter to other Allowed Claims.

Class 3 is Impaired and entitled to vote on the Plan.

3.4 Impaired Classes to Claims (Not Entitled to Vote on Plan)

3.4.1. Class 4. Interests.

Holders of Interests in the Debtor which were incurred prior to the Petition Date shall not retain their Interests as of the Effective Date. Class 4 shall not receive a distribution under this Plan and Class 4 is not entitled to vote on the Plan.

ARTICLE IV

MEANS FOR IMPLEMENTATION OF THE PLAN

4.1 Appointment of Plan Administrator. On the Effective Date, the Plan Administrator Agreement shall be executed by the Debtor and Plan Administrator. The Plan Administrator shall become the exclusive representative of the Estate under section 1123(b)(3)(B) of the Bankruptcy Code. The powers, rights, and responsibilities of the Plan Administrator, all of which shall arise upon the occurrence of the Effective Date, shall be specified in the Plan Administrator Agreement.

4.2 Vesting of Assets in the Estate for Purpose of Distribution. On the Effective Date of the Plan, all assets of the Debtor and its Estate not previously abandoned pursuant to the Abandonment Order, shall be remain in and vest with the Estate and be deemed contributed thereto, subject to the terms of the Plan and Plan

Administrator Agreement. The Estate Assets include, without limitation, all cash in the possession of the Debtor (or its agents), the Recovered Property, all Avoidance Actions, Litigation Claims, causes of action on behalf of the Debtor seeking recovery of the Debtor's accounts receivable, all rights of the Debtor under the Plan, the Confirmation Order, and all other orders entered by the Bankruptcy Court in this Chapter 11 Case on or prior to the Effective Date, and all books and records related to the Estate.

4.3 Estate Asset Administration. The Plan Administrator shall administer the Estate Assets pursuant to the Plan and Plan Administrator Agreement from and after the Effective Date. The Plan Administrator shall be responsible for liquidating the Estate Assets, analyzing and reconciling Claims (including pursuing objections to Claims as required), pursuing Avoidance Actions and Litigation Claims, making distributions of the Net Available Cash to the beneficiaries of the Estate, and all other activities typically related to plan administration.

4.4 Sources of Net Available Cash for Plan Administrator Distributions. Except as otherwise provided in the Plan, Plan Administrator Agreement or the Confirmation Order, all Cash necessary for the Estate to make payments pursuant to the Plan and Plan Administrator Agreement shall be obtained from existing Cash balances, collection of the accounts receivable of the Debtor and liquidation of the Estate Assets. Specifically, the Debtor or the Estate, as the case may be, shall take the following steps to liquidate the Debtor's scheduled assets:

- 4.4.1 Liquidate non-abandoned assets;
- 4.4.2 Continue to analyze, prosecute and/or negotiate all adversary cases pending in the Bankruptcy Case;
- 4.4.3 Take all appropriate action to analyze, prosecute and/or negotiate all Litigation Claims including Avoidance Actions, Claims, rights of action, suits or proceedings against "insiders" of the Debtor as such term is defined in section 101(31) of the Bankruptcy Code;
- 4.4.4 Investigate and liquidate any potential tax recoveries; and
- 4.4.5 Liquidate any other Estate Assets of value.

4.5 Preservation of Litigation Claims. Unless expressly waived, relinquished, exculpated, released, compromised or settled in the Plan, the Confirmation Order or other agreement entered into or delivered in connection with the Plan: (a) the Plan Administrator shall exclusively retain and may prosecute and enforce, and the Debtor expressly reserve and preserve for these purposes, in accordance with sections 1123(a)(5)(B) and 1123(b)(3) of the Bankruptcy Code, any Claims, demands, rights, causes of action and Litigation Claims that the Debtor or the Estate may hold against any person or entity; and (b) accordingly, no preclusion doctrine, including, without

limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise), claim splitting or laches shall apply to such Claims or Litigation Claims by virtue of or in connection with the confirmation, consummation or effectiveness of the Plan.

4.6 Chapter 11 Case Administration. From and after the Effective Date and continuing through the date that a final decree closing the Bankruptcy Case is entered pursuant to section 350 of the Bankruptcy Code and Bankruptcy Rule 3022, the Plan Administrator shall possess the rights of a party in interest pursuant to section 1109(b) of the Bankruptcy Code for all matters arising in, arising under or related to the Bankruptcy Case. In addition to the foregoing, for all matters arising in, arising under or related to the Bankruptcy Case, the Plan Administrator shall (i) have the right to appear and be heard on matters brought before the Bankruptcy Court or other courts of competent jurisdiction, (ii) have the right to obtain records of, or related to, the Debtor (including, without limitation, cancelled checks, bank statements and lists of lessors), (iii) be entitled to notice and opportunity for hearing, (iv) be entitled to participate in all matters brought before the Bankruptcy Court, (v) be entitled to request the Bankruptcy Court to enter a final decree closing this Bankruptcy Case, and (vi) be entitled to receive notice of all applications, motions and other papers and pleadings set before the Bankruptcy Court in this Bankruptcy Case.

4.7 Plan Administrator's Professionals. Upon the Effective Date, the Plan Administrator may retain such law firms, accounting firms, experts, advisors, consultants, investigators, appraisers, auctioneers or other Professionals as the Plan Administrator may deem necessary, in his or her sole discretion, to aid in the performance of the Plan Administrator's responsibilities pursuant to this Plan. The Professionals retained by the Plan Administrator are not required to be "disinterested" as that term is defined in the Bankruptcy Code and may include, without limitation, counsel and financial advisors of any party in the Bankruptcy Case, and the Plan Administrator shall be permitted to retain any such Professional in light of the efficiencies implicit in continuity of Professionals.

4.8 Continued Existence of Debtor Until Closing of the Case. Following entry of the Confirmation Order, the Debtor shall continue in existence for the purposes of, among other things, completing the liquidation of the Estate Assets, winding up its affairs and filing appropriate tax returns, and thereafter shall be dissolved at the discretion of the Plan Administrator. No later than upon the entry of an order closing the Bankruptcy Case, the Debtor shall be deemed dissolved for all purposes and shall file a certificate of dissolution with the appropriate state agencies. No other actions or payments shall be required of the Debtor in furtherance of such dissolution.

ARTICLE V

ACCEPTANCE OR REJECTION OF THE PLAN

5.1 Classes Entitled to Vote. Classes 1 and 2 are deemed unimpaired and not entitled to vote to accept or reject the Plan. Allowed Class 3 Claims are impaired and entitled to vote to accept or reject the Plan. Class 4 will not receive or retain any distribution under the Plan and is conclusively presumed to reject the Plan under section 1126(g) of the Bankruptcy Code.

5.2 Cramdown. The Plan contains only one (1) class of Claims eligible to vote. As such, the Debtor cannot seek confirmation by "cramdown" under section 1129(b) of the Bankruptcy Code.

ARTICLE VI

PROVISIONS GOVERNING DISTRIBUTIONS

6.1 Distributions for Claims or Interests Allowed as of the Effective Date. Except as otherwise provided herein, in the Plan Administrator Agreement or as ordered by the Bankruptcy Court, distributions to be made on account of Claims that are Allowed Claims as of the Effective Date shall be made from time to time on dates determined by the Plan Administrator. Any distribution to be made on the Effective Date pursuant to this Plan shall be deemed as having been made on the Effective Date if such distribution is made on the Effective Date or as soon thereafter as is practicable. Any payment or distribution required to be made under the Plan on a day other than a Business Day shall be made on the next succeeding Business Day.

6.2 Distributions for Claims or Interests Allowed After the Effective Date. Distributions on account of Claims or Interests that first become Allowed Claims or Interests after the Effective Date shall consist of a pro-rata "catch-up" payment equal to the amount such Allowed Claim would have received as of the Initial Distribution and any subsequent Distribution made thereafter to other Allowed Claims.

6.3 Interest on Claims. Unless otherwise specifically provided for in the Plan or Confirmation Order, or required by applicable bankruptcy law, postpetition interest shall not accrue or be paid on any Claims, and no Holder of any other Claim shall be entitled to interest accruing on or after the Petition Date on any such Claim. This provision does not apply to the United States or the Internal Revenue Service.

6.4 Distributions by Estate. Except as otherwise provided below, the Estate shall make all distributions required to be distributed under the Plan and Plan Administrator Agreement.

6.5 Delivery of Distributions and Undeliverable or Unclaimed Distributions.

6.5.1. Delivery of Distributions in General. Distributions to Holders of Allowed Claims shall be made at the addresses set forth in the Debtor's records unless proofs of claim or transfers of claim filed pursuant to the Bankruptcy Rules

supersede such addresses.

6.5.2. Undeliverable and Unclaimed Distributions.

6.5.2.1. Holding of Undeliverable and Unclaimed Distributions. If the distribution to any Holder of an Allowed Claim or Interest is returned to the Estate as undeliverable or is otherwise unclaimed, no further distributions shall be made to such Holder unless and until the Plan Administrator or Estate is notified in writing of such Holder's then current address.

6.5.2.2. After Distributions Become Deliverable. The Estate shall make all distributions that have become deliverable or have been claimed since the Effective Date as soon as practicable after such distribution has become deliverable.

6.5.2.3. Failure to Claim Undeliverable Distributions. Any Holder of an Allowed Claim that does not assert a claim pursuant to the Plan for an undeliverable or unclaimed distribution within three (3) months after distribution shall be deemed to have forfeited its claim for such undeliverable or unclaimed distribution and shall be forever barred and enjoined from asserting and such claim for an undeliverable or unclaimed distribution against the Debtor, the Estate or its property. In such cases, any Cash for distribution on account of such claims for undeliverable or unclaimed distributions shall become the property of the Estate, for redistribution, free of any restrictions thereon and notwithstanding any federal or state escheat laws to the contrary. This provision does not apply to the United States or the Internal Revenue Service.

6.6 Compliance with Tax Requirements. Any federal, state or local withholding taxes or amounts required to be withheld under applicable law shall be deducted from distributions hereunder. All entities holding Claims shall be required to provide any information necessary to effect the withholding of such taxes.

6.7 Allocation of Plan Distributions Between Principal and Interest. To the extent that any Allowed Claim entitled to a distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall, for federal income tax purposes, be allocated to the principal amount of the Claim first and then, to the extent the consideration exceeds the principal amount of the Claim, to the portion of such Claim representing accrued but unpaid interest.

6.8 Means of Cash Payment. Payments of Cash made pursuant to the Plan shall be in U.S. dollars and shall be made, at the option and in the sole discretion of the Plan Administrator, by (a) checks drawn on or (b) wire transfer from a domestic bank selected by the Plan Administrator or Estate. Cash payments to foreign creditors may be made, at the option of the Plan Administrator, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

6.9 Withholding and Reporting Requirements. In connection with the Plan and all distributions hereunder, the Estate shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority and all distributions hereunder shall be subject to any such withholding and reporting requirements. The Estate shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements.

6.10 Setoffs. The Estate may, pursuant to section 553 of the Bankruptcy Code or applicable nonbankruptcy laws, but shall not be required to, set off against any Claim and the payments or other distributions to be made pursuant to the Plan in respect of such Claim or Litigation Claims that the Debtor or the Estate may have against the Holder of such Claim, provided, however, that neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtor or the Estate of any such Litigation Claim that they may have against such Holder.

ARTICLE VII

TREATMENT OF EXECUTORY CONTRACTS, UNEXPIRED LEASES AND PENSION PLANS

7.1 Rejection of Executory Contracts and Unexpired Leases. All executory contracts or unexpired leases of the Debtor that have not expired on its own terms or been rejected prior to the Confirmation Date shall be deemed rejected as of the Confirmation Date in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code.

PROCEDURES FOR RESOLVING DISPUTED, CONTINGENT AND UNLIQUIDATED CLAIMS

7.2 Objection Deadline, Prosecution of Objections. The Plan Administrator shall be authorized to, and shall, resolve all Disputed Claims by filing objections to Disputed Claims, withdrawing or settling such objections thereto, or by litigating to judgment (in the Bankruptcy Court or such other court having jurisdiction) as to the validity, nature and/or amount thereof.

7.3 No Distributions Pending Allowance. Notwithstanding any other provision of the Plan, no payments or distributions shall be made with respect to all or any portion of a Disputed Claim unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by Final Order, and the Disputed Claim, or some portion thereof, has become an Allowed Claim.

ARTICLE VIII

CONFIRMATION AND CONSUMMATION OF THE PLAN

8.1 Conditions to Effective Date. The following are condition precedent to the occurrence of the Effective Date: (i) the Confirmation Order confirming the Plan, as such Plan may have been modified, shall be in full force and effect and shall not have been vacated, amended, modified or stayed, and if it is the subject of an appeal, reconsideration or other review, no stay of the Confirmation Order shall be in effect; and (ii) the Plan Administrator shall have been appointed by the Debtor upon notice to the Bankruptcy Court

ARTICLE IX

EFFECT OF PLAN CONFIRMATION

9.1 Binding Effect. The Plan shall be binding upon and inure to the benefit of the Debtor, all present and former Holders of Claims and Interests, and the Debtor's respective successors and assigns, including, but not limited to, the Estate.

9.2 Discharge of Claims and Termination of Interests. Pursuant to Section 1141(d)(3), the Debtor shall not receive a discharge upon confirmation of this Plan.

9.3 Litigation Claims. Litigation Claims to the extent any exist, shall vest with and remain in the Estate and the Estate shall be authorized to investigate and prosecute such Litigation Claims.

9.4 Term of Bankruptcy Injunction or Stays. All injunctions or stays provided for in the Bankruptcy Case under section 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

9.5 Consideration of Unsecured Claims. The classification and manner of satisfying all Claims and Interests under the Plan take into consideration all subordination rights, whether arising by contract or under general principles of equitable subordination, sections 510(b) or 510(c) of the Bankruptcy Code, or otherwise. All subordination rights that a Holder of a Claim or Interest may have with respect to any distribution to be made pursuant to the Plan will be discharged and terminated, and all actions related to the enforcement of such subordination rights will be permanently enjoined. Accordingly, distributions pursuant to the Plan to Holders of Allowed Claims will not be subject to payment to a beneficiary of such terminated subordination rights, or to levy, garnishment, attachment or other legal process by a beneficiary of such terminated subordination rights.

ARTICLE X

RETENTION OF JURISDICTION

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court will retain exclusive jurisdiction over all matters arising out of, and related to, the Bankruptcy Case, the Estate and the Plan to the fullest extent permitted by law, including, among other things, jurisdiction to:

(a) Allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any objections to the allowance or priority of Claims;

(b) Resolve any matters related to the rejection of any executory contract or unexpired lease to which the Debtor is a party or with respect to which the Debtor or Estate may be liable and to hear, determine and, if necessary, liquidate any Claims arising therefrom;

(c) Ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

(d) Decide or resolve any motions, adversary proceedings, contested or litigated matters and any other matters and grant or deny any applications involving the Debtor that may be pending on the Effective Date;

(e) Enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all contracts, instruments, releases and other agreements or documents created in connection with the Plan, the Disclosure Statement or the Confirmation Order;

(f) Resolve any cases, controversies, suits or disputes that may arise in connection with the consummation, interpretation or enforcement of the Plan or any contract, instrument, release or other agreement or document that is executed or created pursuant to the Plan, or any entity's rights arising from or obligations incurred in connection with the Plan or such documents;

(g) Modify the Plan before or after the Effective Date pursuant to section 1127 of the Bankruptcy Code or modify the Disclosure Statement, the Confirmation Order or any contract, instrument, release or other agreement or document created in connection with the Plan, the Disclosure Statement or the Confirmation Order, or remedy any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, the Plan, the Disclosure Statement, the Confirmation Order or and/or contract, instrument, release or other agreement or document created in connection with the Plan, the Disclosure Statement or the Confirmation Order, in such manner as may be necessary or appropriate to consummate the Plan;

(h) Grant or deny any applications for allowance of compensation or

reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan for periods ending on or before the Effective Date, including all applications for compensation and reimbursement of expenses of Professionals under the Plan or under sections 330, 331 503 (b), 1103 and 1129 (c) (9) of the Bankruptcy Code; provided, however, that from and after the Effective Date the payment of fees and expenses of the Estate, including counsel fees, shall be made in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court;

(i) Issue injunctions, enter and implement other orders or take such other actions as shall be necessary or appropriate to restrain interference by any entity with consummation, implementation or enforcement of the Plan or the Confirmation Order;

(j) Hear and determine Litigation Claims and Avoidance Actions;

(k) Hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code;

(l) Enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason or in any respect modified, stayed, reversed, revoked or vacated or distributions pursuant to the Plan are enjoined or stayed;

(m) Determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release or other agreement or document created in connection with the Plan, the Disclosure Statement or the Confirmation Order;

(n) Enforce all orders, judgments, injunctions, releases, exculpations, indemnifications and rulings entered in connection with the Bankruptcy Case;

(o) Hear and determine all matters related to the property of the Estate from and after the Confirmation Date;

(p) Hear and determine such other matters as may be provided in the Confirmation Order or as may be authorized under the Bankruptcy Code: and

(q) Enter an order closing the Bankruptcy Case.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.1 Effectuating Documents and Further Transactions. The Debtor or Plan Administrator is authorized to execute, deliver, file or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions of the Plan and any notes issued pursuant to the Plan.

11.2 Corporate Action. Prior to, on or after the Effective Date (as appropriate), all matters provided for under the Plan that would otherwise require approval of the stockholders or directors of the Debtor or Estate shall be deemed to have occurred and shall be in effect prior to, on or after the Effective Date (as appropriate) pursuant to the applicable general corporation laws of the state in which the Debtor or Estate is incorporated without any requirement of further action by the Debtor or Estate. The Estate is authorized to dissolve itself after the later of the Final Distribution Date or the date the Bankruptcy Case is closed.

11.3 Exemption from Transfer Taxes. Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer or exchange of a security, or the making or delivery of an instrument of transfer under a plan confirmed under section 1129 of the Bankruptcy Code, may not be taxed under any law imposing a stamp tax or similar tax. Unless the Bankruptcy Court orders otherwise, all sales, transfers and assignments of owned and leased property approved by the Bankruptcy Court on or after the Effective Date, shall be deemed to have been in furtherance of, or in connection with, the Plan.

11.4 Bar Dates for Administrative Claims. The Bar Date for filing Administrative Claims (not including Fee Claims), is sixty (60) days after the Confirmation Date, unless otherwise ordered by the Bankruptcy Court. Notice of such Bar Date will be provided to administrative claimants should such exist. All administrative claimants must submit requests for payment of Administrative Claims on or before such Administrative Claims Bar Date to be eligible for payment.

11.5 Payment of Statutory Fees. All fees payable pursuant to section 1930 of title 28 United States Code shall be paid by the Debtor or the Estate as and when they become due, until the Bankruptcy Case is closed.

11.6 Amendment or Modification of the Plan. Subject to section 1127 of the Bankruptcy Code, the Debtor reserves the right, to alter, amend or modify the Plan at any time prior to or after the Confirmation Date but prior to the substantial consummation of the Plan. A Holder of a Claim that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such Holder.

11.7 Severability of Plan Provisions. If, prior to the Confirmation Date, any term or provision of the Plan is determined by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court, at the request of the Debtor, will have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision will then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order will constitute a judicial determination and will provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

11.8 Successors and Assigns. The Plan shall be binding upon and inure to the benefit of the Debtor, and its successors and assigns, including, without limitation, the Estate. The rights, benefits and obligations of any entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign of such entity,

11.9 Revocation, Withdrawal or Non-Consummation. The Debtor reserves the right to revoke or withdraw the Plan prior to the Confirmation Date and to file subsequent plans of reorganization. If the Debtor revokes or withdraws the Plan, or if confirmation or consummation of the Plan does not occur, then, (a) the Plan shall be null and void in all respects, (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain any Claim or Interest or Class of Claims or Interests), assumption or rejection of executory contracts or leases affected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void, and (c) nothing contained in the Plan shall (i) constitute a waiver or release of any Claims by or against, or any Interests in, the Debtor or any other Person, (ii) prejudice in any manner the rights of the Debtor or any other Person, or (iii) constitute an admission of any sort by the Debtor or any other Person.

11.10 Notice. All notices, requests and demands to or upon the Debtor or the Estate to be effective shall be in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

William A. Brandt, Jr.
Plan Administrator—
Equipment Acquisition Resources, Inc.
70 W. Madison Street, Suite 2300
Chicago, Illinois 60602

with a copy to:

Arnstein & Lehr LLP
120 South Riverside Plaza, Suite 1200
Chicago, Illinois 60606
Facsimile: (312) 876-0288
Attn: Barry A. Chatz

11.11 Governing Law. Except to the extent the Bankruptcy Code, the Bankruptcy Rules or other federal law is applicable, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the laws of Illinois, without giving effect to any principles of conflicts of law of such jurisdiction.

11.12 Tax Reporting and Compliance. In connection with the Plan and all instruments issued in connection therewith and distributions thereof, the Debtor, and the Estate, as the case may be, shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority and all distributions hereunder shall be subject to any such withholding and reporting requirements. The Estate is hereby authorized to request an expedited determination under section 505(b) of the Bankruptcy Code of the tax liability of the Debtor for all taxable periods ending after the Petition Date through, and including, the Effective Date.

11.13 Schedules. All exhibits and schedules to the Plan, if any, are incorporated and are a part of the Plan as if set forth in full herein.

This Plan of Liquidation has been respectfully submitted on this 14th day of July 2010, by the Debtor.

ATTORNEYS FOR DEBTOR:

By: /s/ Miriam R. Stein
Miriam R. Stein

Barry A. Chatz
Miriam R. Stein
Kevin H. Morse
ARNSTEIN & LEHR LLP
120 South Riverside Plaza, Suite 1200
Chicago, IL 60606
Phone: (312) 876-7100
Fax: (312) 876-0288

EXHIBIT – A

PLAN ADMINISTRATOR AGREEMENT

This Plan Administrator Agreement ("Agreement"), dated as of July 15, 2010, is made and entered into by and between Equipment Acquisition Resources, Inc., as debtor ("Debtor"), and William A. Brandt, Jr. of Development Specialists, Inc. ("Plan Administrator"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Second Amended Plan of Liquidation of the Debtor dated July 15, 2010, as the same has and may from time to time be amended or modified ("Plan").

Recitals

A. On October 23, 2009, the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code. The Debtor's case is pending as Case No. 09 B 39937 (the "Bankruptcy Case") before the Bankruptcy Court for the Northern District of Illinois ("Bankruptcy Court").

B. To the extent that there are capitalized terms not otherwise defined in this Agreement, those terms shall have the same definitions as ascribed to them in the Plan.

C. The Plan appoints the Plan Administrator who shall, as of the Effective Date, have the powers and duties set forth in the Plan. The Parties hereto acknowledge that the Plan Administrator shall automatically succeed to the rights and obligations of the Debtor as set forth in the Plan and this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I

ACCEPTANCE OF POSITIONS AND OBLIGATION TO PAY CLAIMS

1.01 Acceptance. (a) William A. Brandt, Jr. and Development Specialists Inc. accept employment as the Plan Administrator; and (b) the Plan Administrator agrees to observe and perform all duties and obligations imposed upon the Plan Administrator under this Agreement, the Plan, orders of the Bankruptcy Court, and applicable laws.

1.02 Payment of Claims. The Plan Administrator, solely in its capacity as the Plan Administrator, agrees to cause the Debtor to pay from the Assets (a) all payments required under the Plan to be paid by the Debtor on the Effective Date and (b) all distributions payable under the Plan on account of the Allowed Administrative Claims (including Allowed Professional Fee Claims), Employee Claims and Allowed General Unsecured Claims.

1.03 Objections to Claims. After the Effective Date, the Plan Administrator on behalf of the Estate shall file all such objections to Claims prior to the expiration of the Claims Objection Deadline.

1.04 Resolution of Disputed Claims. The Plan Administrator shall be authorized to settle, compromise or otherwise resolve Disputed Claims.

1.05 Fractional Dollars. Notwithstanding any provision of the Plan, the Plan Administrator or the Debtor shall not be required to make Distributions or payments of fractions of dollars, and whenever any payment of a fraction of a dollar under the Plan would otherwise be called for, the actual payment made shall reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars being rounded down

ARTICLE II

OBLIGATIONS OF THE PLAN ADMINISTRATOR

2.01 Estate Assets. The Estate Assets shall consist of all non-exempt, non-encumbered property and assets of Debtor, whatsoever and wheresoever situated. The Estate Assets shall include, without limitation, the following assets:

- (a) All cash on hand and in various bank accounts;
- (b) All Avoidance Actions, Litigation Claims and causes of action on behalf of the Debtor seeking recovery of the Debtor's accounts receivable;
- (c) All proceeds from any litigation engaged in by the Estate;
- (d) The Recovered Property;
- (e) All other rights of the Debtor under the Plan, the Confirmation Order and all orders entered by the Bankruptcy Court; and
- (f) All books and records of the Debtor.

2.02 Conversion of Assets to Cash Pursuant to section 1123(a)(5) of the Bankruptcy Code, the Plan Administrator shall sell or otherwise dispose of, and liquidate to or otherwise convert to Cash, any non-Cash Assets as expeditiously and in such manner as is in the best interests of the Estate.

2.03 Purposes. As of the Effective Date, the purposes of the Estate are:

- (a) Liquidate the miscellaneous office furniture, supplies and equipment;
- (b) Continue to analyze, prosecute and/or negotiate all adversary cases

pending in the Bankruptcy Case;

- (c) Take all appropriate action to analyze, prosecute and/or negotiate all Litigation Claims including Avoidance Actions, Claims, rights of action, suits or proceedings against "insiders" of the Debtor as such term is defined in section 101(31) of the Bankruptcy Code;
- (d) Investigate and liquidate any potential tax recoveries;
- (e) Liquidate any other Estate Assets of value; and
- (f) Distribute the Net Cash Available to Holders of Allowed Class 3 Claims.

2.04 Continuation of the Estate. Following the entry of the Confirmation Order, the Debtor shall continue in existence and the Estate Assets shall remain in and vest with the Estate until the Debtor is dissolved at the discretion of the Plan Administrator.

ARTICLE III

POWERS AND ESTATE ADMINISTRATION

3.01 Powers. The Plan Administrator shall have, *inter alia*, the following powers, rights and duties:

- (a) To sell, or otherwise dispose of all property of Debtor in such manner as the Plan indicates, and if there is no instruction by the Plan, in such manner as the Plan Administrator deems best. The Plan Administrator is authorized, *inter alia*:
 - (1) To enter into, negotiate, close, finalize and otherwise complete, on behalf of the Estate, sales of the Estate Assets, execute any and all documents necessary to transfer title to Estate Assets, and perform all other acts or execute all necessary documents in connection therewith;
 - (2) To employ, without further order of the Bankruptcy Court, brokers, contractors, architects, technical experts, consultants, property managers, accountants, agents, servants, employees, engineers, geologists, environmental consultants and engineers, clerks, investigators, security guards, project managers, and any other persons deemed by the Plan Administrator to be necessary or advisable to assist him in performing his duties hereunder and pay therefore the ordinary and usual rates and prices out of the funds that may come into the possession of the Plan Administrator; and

- (3) To do any and all acts necessary, convenient, and incidental to discharging the duties of the Plan Administrator hereunder.
- (b) To collect any and all accounts receivable owing to Debtor.
 - (c) To employ attorneys, accountants, and such additional personnel to whatever extent may be necessary, and without further order of the Bankruptcy Court, to handle the administrative details of this Estate.
 - (d) To settle any and all Litigation Claims against or in favor of Debtor, with full power to compromise, or in the discretion of the Plan Administrator, to sue or be sued, and to prosecute or defend any Claim or Claims of any nature whatsoever existing against or in favor of Debtor.
 - (e) To use the Estate Assets to make distributions required under the Plan and under this Agreement.
 - (f) To manage, maintain and liquidate pursuant to the terms of the Plan the Debtor's interests in the Estate Assets.
 - (g) To collect, sell, liquidate, abandon or otherwise dispose of and/or reduce to cash all Estate Assets pursuant to the terms of the Plan and this Agreement.
 - (h) To investigate, identify and pursue Litigation Claims of the Debtor against third parties which Claims are property of the Estate.
 - (i) To otherwise carry out the provisions of this Agreement and the Plan and any other agreements into which the Plan Administrator has entered or will enter in connection with the Plan and this Agreement.

3.02 Reporting Requirements. The Plan Administrator shall cause to be prepared and served upon Debtor and any Holder of an Allowed Class 3 Claim who makes a request to the Plan Administrator, the following:

- (a) within thirty (30) days following the end of each calendar quarter of each year, a quarterly report containing financial statements of the Estate; and
- (b) simultaneously with delivery of each set of financial statements referred to in subsection (a) above, a report containing a summary (in reasonable detail) of the following information with respect to the period covered by the financial statement:
 - (1) the expenses incurred by the Estate;

- (2) the expenses paid by the Estate;
- (3) the amount(s) paid to creditors of Debtor and the identity of such creditors;
- (4) the real and personal property sold, if any, the costs of such sale(s), and the net proceeds;
- (5) the remaining Estate Assets.

ARTICLE IV

PAYMENTS AND INVESTMENTS

4.01 Earnings. Any investment earnings received with respect to, or other proceeds of, any asset held in the Estate shall be property of the Estate.

4.02 Investments. Investment of monies held in the Estate shall be administered in view of the manner in which individuals of ordinary prudence, discretion and judgment would act in the management of their own affairs. The Plan Administrator shall invest and reinvest the Cash and Cash equivalents in the Estate that is in excess of \$10,000 in (i) interest bearing bank accounts, certificates of deposit or money market accounts, provided that any such account, certificate of deposit and money market account is federally insured and that the balance in any one such instrument as well as the aggregate balances of all such instruments of deposit in any one banking institution do not exceed the limits of such insurance and/or (ii) United States Treasury Notes, Bonds and Bills. The Plan Administrator shall not invest any of the principal or income in any bonds, notes, debentures, mortgages, preferred or common stocks, interests in common Estate funds, or other property not specifically authorized in this Section 4.02.

4.03 Source of Payments. All expenses of the Estate and payments in respect of Claims against Debtor shall be payable solely out of Net Available Cash. Neither the Plan Administrator nor any employee of the Estate nor Debtor nor any director, officer, employee or agent of Debtor shall be liable for the payment of any expense of the Estate or other liability of the Estate, and no person shall look to any of the foregoing persons for payment of any such expense or liability.

ARTICLE V

PLAN ADMINISTRATOR

5.01 Successor Plan Administrator. In the event of death, inability or refusal to act, or the resignation of William A. Brandt, Jr. as Plan Administrator, then, in any such event Patrick O'Malley is hereby appointed as Successor Plan Administrator with all the duties, rights, and powers herein imposed upon and granted to William A. Brandt, Jr., as

original Plan Administrator.

5.02 Liability of Plan Administrator. No Plan Administrator shall be liable to the Estate or to any beneficiary thereof except for his own misconduct. No Plan Administrator shall be liable to the Estate or to any beneficiary thereof for any act or omission of any agent or employee of the Estate unless the Plan Administrator acted with willful misconduct in the selection, supervision or retention of such agent or employee.

5.03 Compensation and Expenses of Plan Administrator.

- (a) The Plan Administrator and any professional employed by him shall receive reasonable compensation for his services.
- (b) The Plan Administrator shall maintain reasonable records of the time devoted to the Estate in accordance with this Agreement.
- (c) The Plan Administrator and any professional employed by him shall receive reimbursement of all reasonable out-of-pocket costs and expenses incurred by them.

5.04 Indemnification of Plan Administrator. The Plan Administrator (and each representative of the Plan Administrator and each officer, employee or agent of the Plan Administrator) shall be indemnified by the Estate to the fullest extent that a corporation organized under Illinois law is from time to time entitled to indemnify its directors, officers, employees or agents against any and all liabilities, expenses, claims, damages or losses incurred by him in the performance of his duties hereunder, except any such liability, expense, claim, damage or loss as to which it is liable under Section 5.02.

ARTICLE VI

GENERAL PROVISIONS

6.01 Termination. The Estate shall terminate on the date upon which all Estate Assets have been disbursed in accordance with the terms of this Agreement and the Plan and the entry of an order closing the Bankruptcy Case. The Debtor shall be deemed dissolved for all purposes and shall file a certificate of dissolution with the appropriate state agencies.

6.02 Severability. Should any provision in this Agreement be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Agreement.

6.03 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall

together constitute one and the same instrument.

6.04 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Debtor, the Estate and the Plan Administrator and their respective successors and assigns.

6.05 Entire Agreement: No Waiver. The entire agreement of the parties relating to the subject matter of this Agreement is contained in this Agreement, and this Agreement supersedes any prior oral or written agreements concerning the subject matter other than as stated in the Plan. No failure to exercise or delay in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

6.06 Relationship to Plan. The principal purpose of this Agreement is to aid in the implementation of the Plan and, therefore, this Agreement incorporates and is subject to the provisions of the Plan. To that end, the Plan Administrator shall have full power and authority to take any action consistent with the purposes and provisions of the Plan. In the event that the provisions of this Agreement are found to be inconsistent with the provisions of the Plan, the provisions of the Plan shall control; provided, however, that provisions of this Agreement adopted by amendment and approved by the Bankruptcy Court following substantial consummation (as such term is used in Section 1127(b) of the Bankruptcy Code) shall control over provisions of the Plan.

6.07 Retention of Jurisdiction. As provided in Section 4.5 and Article X of the Plan, the Bankruptcy Court shall retain jurisdiction over the Estate and the Debtor to the fullest extent permitted by law, including, but not limited to, for the purposes of interpreting and implementing the provisions of this Agreement and in the prosecution and settlement of Litigation Claims.

6.08 Headings. The headings used in this Agreement are inserted for convenience only and neither constitute a portion of this Agreement nor in any manner affect the construction of the provisions of this Agreement.

6.09 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be executed and the Plan Administrator has executed this Agreement, all as of the day and year first above written.

Remainder of Page Intentionally Left Blank - Signature Page(s) Follow

DEBTOR
EQUIPMENT ACQUISITION RESOURCES, INC.

William A. Brandt, Jr, as Chief Restructuring
Officer

PLAN ADMINISTRATOR

William A. Brandt, Jr., not individually but solely as
Plan Administrator of the Debtor's Estate