

Fill in this information to identify the case:

United States Bankruptcy Court for the:
District of Delaware
 _____ (State)
 Case number (if known): _____ Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy 02/20

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name Pace Industries, LLC

2. All other names debtor used in the last 8 years
 Include any assumed names, trade names and *doing business as* names

Pace Industries Castings, LLC
L&P Acquisition LLC-6
L&P Aluminum Holdings, LLC

3. Debtor's federal Employer Identification Number (EIN) 20-8436490

4. Debtor's address	Principal place of business	Mailing address, if different from principal place of business
	<u>481 South Shiloh Drive</u> Number Street	_____ Number Street
	<u>Fayetteville AR 72704</u> City State ZIP Code	P.O. Box _____ City State ZIP Code
	<u>Washington</u> County	Location of principal assets, if different from principal place of business <u>See Attachment A</u> Number Street _____ City State ZIP Code

5. Debtor's website (URL) www.paceind.com

6. Type of debtor

Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
 Partnership (excluding LLP)
 Other. Specify: _____

7. Describe debtor's business

A. Check one:

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Railroad (as defined in 11 U.S.C. § 101(44))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- Clearing Bank (as defined in 11 U.S.C. § 781(3))
- None of the above

B. Check all that apply:

- Tax-exempt entity (as described in 26 U.S.C. § 501)
- Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.
3315

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- Chapter 7
- Chapter 9
- Chapter 11.

Check all that apply:

- Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625 (amount subject to adjustment on 4/01/22 and every 3 years after that).
- The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- A plan is being filed with this petition.
- Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

No

Yes. District _____ When _____ Case number _____
MM / DD / YYYY

District _____ When _____ Case number _____
MM / DD / YYYY

If more than 2 cases, attach a separate list.

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

No

Yes. Debtor See Attachment A Relationship _____

District _____ When _____
MM / DD / YYYY

Case number, if known _____

List all cases. If more than 1, attach a separate list.

11. Why is the case filed in this district?

Check all that apply:

- Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

- No
- Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

- It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
 What is the hazard? _____
- It needs to be physically secured or protected from the weather.
- It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
- Other _____

Where is the property? _____

Number _____ Street _____

 City _____ State _____ ZIP Code _____

Is the property insured?

- No
- Yes. Insurance agency _____

Contact name _____
 Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

- Funds will be available for distribution to unsecured creditors.
- After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors*

- | | | |
|----------------------------------|---|--|
| <input type="checkbox"/> 1-49 | <input checked="" type="checkbox"/> 1,000-5,000 | <input type="checkbox"/> 25,001-50,000 |
| <input type="checkbox"/> 50-99 | <input type="checkbox"/> 5,001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input type="checkbox"/> 200-999 | | |

15. Estimated assets*

- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

16. Estimated liabilities*
- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

* Information provided on a consolidated basis, and based on financial statements as of December 31, 2019.

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor
- The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.
 - I have been authorized to file this petition on behalf of the debtor.
 - I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 04/12/2020
MM / DD / YYYY

/s/ Craig Potter Craig Potter
Signature of authorized representative of debtor Printed name
Title Chief Financial Officer

18. Signature of attorney
- /s/ Robert S. Brady Date 04/12/2020
Signature of attorney for debtor MM / DD / YYYY
- Robert S. Brady
Printed name
- Young Conaway Stargatt & Taylor LLP
Firm name
- Rodney Square, 1000 North King Street
Number Street
- Wilmington DE 19801
City State ZIP Code
- (302) 571-6600 rbrady@ycst.com
Contact phone Email address
- 2847 DE
Bar number State

ATTACHMENT A TO VOLUNTARY PETITION**1. Pending Bankruptcy Cases Filed by Affiliates of the Debtor**

Concurrently herewith, each of the affiliated entities listed below, including the debtor filing this petition (collectively, the “**Debtors**”), filed a petition in this Court for relief under chapter 11 of title 11 of the United States Code.

Entity Name	Relationship
KPI Holdings, LLC	Debtors’ Ultimate Parent Company
KPI Capital Holdings, Inc.	Direct subsidiary of KPI Holdings, LLC
KPI Holdings, Inc.	Indirect subsidiary of KPI Holdings, LLC
KPI Intermediate Holdings, Inc.	Indirect subsidiary of KPI Holdings, LLC
Pace FQE, LLC	Indirect subsidiary of KPI Holdings, LLC
Pace Industries, LLC	Indirect subsidiary of KPI Holdings, LLC
Pace Industries, Inc.	Indirect subsidiary of KPI Holdings, LLC
Port City Group, Inc.	Indirect subsidiary of KPI Holdings, LLC
Muskegon Castings, LLC	Indirect subsidiary of KPI Holdings, LLC
Pace Industries of Mexico, L.L.C.	Indirect subsidiary of KPI Holdings, LLC
Alloy Resources, LLC	Indirect subsidiary KPI Holdings, LLC

Contemporaneously with the filing of their voluntary petitions, the Debtors filed a motion requesting that this Court consolidate their chapter 11 cases for procedural purposes only.

2. Location of Principal Assets (on a Consolidated Basis)

- a. 481 South Shiloh Drive, Fayetteville, Washington County, AR 72704
- b. 513 Highway 62/65 Bypass North, Harrison, Boone County, AR 72601
- c. 231 Industrial Park Road, Harrison, Boone County, AR 72601
- d. 312 North Industrial Park Road, Harrison, Boone County, AR 72601
- e. 67 Faulkner Street, North Billerica, Middlesex County, MA 01862
- f. 29 ½ Littleworth Road, Dover, Strafford County, NH 03820
- g. 25 Katrina Road, Chelmsford, Middlesex County, MA 01824
- h. 1005 Portwest, St. Charles, St. Charles County, MO 63303
- i. 2721 E. Avalon Avenue, Muscle Shoals, Colbert County, AL 35661
- j. 3737 North Lexington Avenue North, Arden Hills, Ramsey County, MN 55126
- k. 1004 Industrial Boulevard, Loyalhanna, Westmoreland County, PA 15661
- l. 31541 Ligonier Street, Latrobe, Westmoreland County, PA 15650
- m. 127 Power Drive, Loyalhanna, Westmoreland County, PA 15650
- n. 1600 Seventh Avenue, Grafton, Ozaukee County, WI 53024
- o. 2039 Highway W, Grafton, Ozaukee County, WI 53024
- p. 310/360 Congress Avenue, Maple Lake, Wright County, MN 55358
- q. 1985 E Laketon Avenue, Muskegon, Muskegon County, MI 49442
- r. 711 E Porter Road, Norton Shores, Muskegon County, MI 49441
- s. 2350 Black Creek Road, Muskegon, Muskegon County, MI 49444
- t. 2121 Latimer Drive, Muskegon, Muskegon County, MI 49442
- u. 2281 Port City Boulevard, Muskegon, Muskegon County, MI 49442

**ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE MANAGERS**

OF

PACE INDUSTRIES, LLC

April 12, 2020

The undersigned, being all of the managers (collectively, the “Managers”) of Pace Industries, LLC, a Delaware limited liability company (the “Company”), and acting pursuant to the Company’s Second Amended and Restated Limited Liability Company Agreement and the Delaware Limited Liability Company Act, do hereby adopt the following recitals and resolutions:

CHAPTER 11 CASE

WHEREAS, the Managers have reviewed and analyzed materials and advice presented by the management and the outside financial and legal advisors of the Company regarding the financial condition, capital structure, liquidity position, business model and projections, short term and long term prospects of the Company and the restructuring and other strategic alternatives available to it, and the impact of the foregoing on the business of the Company;

WHEREAS, the Managers have determined that it is desirable and in the best interests of the Company and its creditors, employees and other parties in interest, that the Company file or cause to be filed a voluntary petition seeking relief under the provisions of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”);

WHEREAS, the Managers have determined to consummate a restructuring transaction through the filing of a prepackaged bankruptcy case under chapter 11 of the Bankruptcy Code (the “Chapter 11 Case”);

WHEREAS, the Company previously executed that certain *Joint Prepackaged Chapter 11 Plan for Pace Industries, LLC and its Affiliated Debtors* (the “Plan”); and

WHEREAS, the Company previously commenced solicitation of votes on the Plan by causing that certain *Disclosure Statement for Joint Prepackaged Chapter 11 Plan for Pace Industries, LLC and its Affiliated Debtors* (the “Disclosure Statement,” and along with the documents related thereto, the “Solicitation Package”), to be distributed to the lenders under the Note Agreement (as defined below) (the “Prepetition Noteholders”).

NOW THEREFORE, IT IS HEREBY RESOLVED, that the filing of the Chapter 11 Case by the Company, and the seeking of relief by the Company under chapter 11 of the Bankruptcy Code in the Bankruptcy Court be, and each hereby is, authorized and approved for all purposes and in all respects;

FURTHER RESOLVED, that each of the officers of the Company, including any president, vice president, chairman, managing director, executive vice president, chief executive officer, chief financial officer, chief operating officer, chief restructuring officer, treasurer, secretary or assistant secretary, and any other person designated and so authorized to act by the aforementioned officer (each such officer or designee being an “Authorized Person”), be, and each hereby is, authorized and empowered to execute, verify and file or cause to be filed on behalf of and in the name of the Company any and all petitions, schedules, motions, lists, applications, pleadings and other papers, in such forms as the Authorized Person executing the same shall approve, his, her or their execution to be conclusive evidence of the approval thereof by such Authorized Person and the Managers, and to take all such other actions deemed by such Authorized Person to be necessary, appropriate or desirable in connection with the Chapter 11 Case, with a view to the successful prosecution of the Chapter 11 Case; and

FURTHER RESOLVED, that any Authorized Person be, and each hereby is, authorized and empowered on behalf of the Company, to retain (i) Willkie Farr & Gallagher LLP, located at 787 Seventh Avenue, New York, New York 10019, as bankruptcy co-counsel; (ii) Young Conaway Stargatt & Taylor, LLP, located at 1000 North King Street, Wilmington, Delaware 19801, as bankruptcy co-counsel; (iii) FTI Consulting, Inc., located at 350 South Grand Avenue, Suite 3000, Los Angeles, California 90071, as financial advisor; (iv) Kurtzman Carson Consultants LLC, located at 1290 Avenue of the Americas, New York, NY 10104, as claims, noticing and balloting agent; (v) Hughes Hubbard & Reed LLP, located at One Battery Park Plaza, New York, New York 10004, as special finance counsel; and (vi) such other professionals as the Authorized Persons deem necessary, appropriate or desirable in connection with the Chapter 11 Case, in each case on such terms as the Authorized Persons shall deem necessary, appropriate or desirable and subject to any required approvals of the Bankruptcy Court.

ENGAGEMENT OF FTI AND APPOINTMENT OF CHIEF RESTRUCTURING OFFICERS

WHEREAS, in connection with the Chapter 11 Case, the Company proposes to enter into a consultancy agreement with FTI Consulting, Inc. (“FTI”) in the form of the Engagement Letter, substantially in the form of the draft thereof presented to the Managers (the “Engagement Letter”), pursuant to which FTI will advise the Company and its affiliates with respect to the Chapter 11 Case;

RESOLVED, that the Managers believe it is in the best interests of the Company to enter into the Engagement Letter and that the form, terms and provisions of the Engagement Letter and the transactions contemplated thereby be, and hereby are, approved and adopted in all respects, and that the Company is authorized, and any Authorized Person be, and each of them individually hereby is, authorized, in the name and on behalf of the Company, to execute and deliver the Engagement Letter in substantially the form previously delivered to the undersigned and approved hereby with such changes therein (substantial or otherwise) or in such other form as the Authorized Persons executing the same shall, by execution thereof, approve (and such Authorized Person’s signature shall be conclusive evidence that such Authorized Person did deem such changes or form to be necessary or appropriate and in the best interest of the Company); and

FURTHER RESOLVED, that the Company hereby appoints Patrick Flynn and Johnathan Miller of FTI as co-chief restructuring officers (each a “Co-CRO”, and together, the “Co-CROs”) of the Company in such capacity to facilitate the efficient administration of the Chapter 11 Case.

DIP TERM LOAN AGREEMENT

WHEREAS, the Company is party to that certain Senior Note Agreement, dated as of June 30, 2015 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Note Agreement”), by and among the Company, Pace Industries, Inc. (“Pace Inc.”), Muskegon Castings, LLC (“MCC”) and Alloy Resources, LLC (“ARC”), KPI Capital Holdings, Inc. (“KPI Capital”), KPI Holdings, Inc. (“KPI Holdings”) and each other Note Party (as defined in the Note Agreement) party thereto, TCW Asset Management Company LLC, as administrative agent and collateral agent and the Purchasers (as defined in the Note Agreement) party thereto; and

WHEREAS, the Company, Pace Inc., MCC and ARC (collectively, together with each other Person that executes a joinder agreement pursuant to paragraph 5J to the DIP Term Loan Agreement (as defined below), the “Borrowers”) have requested that the Lenders (as defined below) make available to the Borrowers a senior secured, super-priority multi-draw term loan facility of up to \$50,000,000 in the aggregate to fund the working capital requirements and general corporate purposes of the Borrowers, subject to the terms and conditions set forth in that certain Senior Secured, Super-Priority Debtor-in-Possession Term Loan Agreement, to be entered into on or about the date hereof and substantially in the form of the draft thereof presented to the Managers (the “DIP Term Loan Agreement”), by and among the Borrowers, each subsidiary of the Company listed as a “Loan Party” on the signature pages thereto, the lenders from time to time party thereto (the “Lenders”) and TCW Asset Management Company LLC, as administrative and collateral agent for the Lenders (the “DIP Term Agent”);

RESOLVED, that the Managers believe it is in the best interests of the Company to enter into the DIP Term Loan Agreement and that the form, terms and provisions of the DIP Term Loan Agreement, the Guaranty Agreement (as defined in the DIP Term Loan Agreement) and the other Senior Loan Documents (as defined in the DIP Term Loan Agreement) and the transactions contemplated thereby (including the incurrence of the debt under the DIP Term Loan Agreement, the “DIP Term Loan Transactions”) be, and hereby are, approved and adopted in all respects, and that the Company is authorized, and any Authorized Person be, and each of them individually hereby is, authorized, in the name and on behalf of the Company, to, if applicable, (a) execute and deliver (i) the DIP Term Loan Agreement in substantially the form previously delivered to the undersigned and approved hereby with such changes therein (substantial or otherwise) or in such other form as such Authorized Person executing the same shall, by execution thereof, approve (and such Authorized Person’s signature shall be conclusive evidence that such Authorized Person did deem such changes or form to be necessary or appropriate and in the best interest of the Company), (ii) the Guaranty Agreement (as defined in the DIP Term Loan Agreement) and the other Senior Loan Documents (as defined in the DIP Term Loan Agreement), and (iii) such other agreements, instruments, notices, letters, warrants, notes, documents, financing statements, title affidavits, indemnities and certificates contemplated by or required in connection with the DIP Term Loan Agreement or the DIP Term Loan Transactions, in each case, in such form as may be approved by any Authorized Person, such approval (and the approval of

the Managers) to be conclusively evidenced by such Authorized Person's or Authorized Persons' execution and delivery thereof and the execution and delivery thereof by such Authorized Persons to conclusively evidence the approval thereof by the Company, and (b) assume and agree to pay and perform all the obligations under the DIP Term Loan Agreement and the other Senior Loan Documents (as defined in the DIP Term Loan Agreement) and that any Authorized Person be, and each of them individually hereby is, authorized, in the name and on behalf of the Company, to execute and deliver such other agreements and documents and take such other actions from time to time in connection with the DIP Term Loan Agreement as any Authorized Person may deem necessary or appropriate (including, without limitation, the execution and delivery of any amendments, restatements, supplements or other modifications to the DIP Term Loan Agreement and such other Senior Loan Documents); and

FURTHER RESOLVED, that any Authorized Person be, and each of them hereby severally is, authorized and empowered to (a) negotiate, execute and deliver any documents, instruments, agreements or certificates in connection with the DIP Term Loan Agreement, and any amendments, waivers or supplements thereto from time to time with such terms and provisions as such Authorized Person executing the same shall determine to be necessary, advisable or appropriate, the execution and delivery thereof by any such Authorized Persons to conclusively evidence the approval thereof by the Company and (b) perform the obligations and carry out the duties of the Company thereunder.

DIP REVOLVING CREDIT AGREEMENT

WHEREAS, the Company is party to that certain Amended and Restated Credit Agreement, dated as of June 30, 2015 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof), by and among the Company, Pace Inc., Pace Industries of Mexico, L.L.C. ("Pace Mexico"), MCC and ARC (ARC together with the Company, Pace Inc., Pace Mexico and MCC, each a "Revolver Borrower" and collectively, the "Revolver Borrowers"), as borrowers, KPI Capital, KPI Holdings, KPI Intermediate Holdings, Inc. ("KPI Intermediate"), Port City Group, Inc. ("PCG") and Pace FQE, LLC ("PFQE"), as guarantors, the other guarantors (if any) party thereto (PCG and PFQE, each a "Guarantor" and collectively, the "Guarantors"), and together with the "Revolver Borrowers", the "Revolver Loan Parties"), certain financial institutions as lenders (the "Revolver Lenders"), Bank of Montreal, as administrative agent, swing line lender and L/C issuer, BMO Capital Markets, as arranger and book runner, and Regions Bank as syndication agent;

WHEREAS, the Revolver Borrowers have requested that the Revolver Lenders make available to the Revolver Borrowers a senior secured, super-priority revolving credit facility of at least \$125,000,000 to fund the working capital requirements of the Revolver Borrowers, subject to the terms and conditions set forth in that certain Senior Secured, Super-Priority Debtor-in-Possession Revolving Credit Agreement, to be entered into on or about the date hereof and substantially in the form of the draft thereof presented to the Managers (the "DIP Revolving Credit Agreement"), by and among the Revolver Loan Parties, the Revolver Lenders, and Bank of Montreal, as administrative agent and as collateral agent (the "DIP Revolver Agent");

RESOLVED, that the Managers believe it is in the best interests of the Company to enter into the DIP Revolving Credit Agreement and the other Loan Documents (as defined in the DIP

Revolving Credit Agreement) and that the form, terms and provisions of the DIP Revolving Credit Agreement and the other Loan Documents (as defined in the DIP Revolving Credit Agreement) and the transactions contemplated thereby (including the incurrence of debt under the DIP Revolving Credit Agreement, the “DIP Revolving Credit Transactions”) be, and hereby are, approved and adopted in all respects, and that the Company is authorized, and any Authorized Person be, and each of them individually hereby is, authorized, in the name and on behalf of the Company, to, if applicable, (a) execute and deliver (i) the DIP Revolving Credit Agreement and the other Loan Documents (as defined in the DIP Revolving Credit Agreement), each in substantially the form previously delivered to the undersigned and approved hereby with such changes therein (substantial or otherwise) or in such other form as the Authorized Persons executing the same shall, by execution thereof, approve (and such Authorized Person’s signature shall be conclusive evidence that such Authorized Person did deem such changes or form to be necessary or appropriate and in the best interest of the Company), (ii) the Security Agreement (as defined in the DIP Revolving Credit Agreement) and the other Loan Documents (as defined in the DIP Revolving Credit Agreement), and (iii) such other agreements, instruments, notices, letters, warrants, notes, documents, financing statements, title affidavits, indemnities and certificates contemplated by or required in connection with the DIP Revolving Credit Agreement or the DIP Revolving Credit Transactions, in each case, in such form as may be approved by any Authorized Person, such approval (and the approval of the Managers) to be conclusively evidenced by such Authorized Person’s or Authorized Persons’ execution and delivery thereof and the execution and delivery thereof by such Authorized Persons to conclusively evidence the approval thereof by the Company, and (b) assume and agree to pay and perform all the obligations under the DIP Revolving Credit Agreement and the other Loan Documents (as defined in the DIP Revolving Credit Agreement) and that any Authorized Person be, and each of them individually hereby is, authorized, in the name and on behalf of the Company, to execute and deliver such other agreements and documents and take such other actions from time to time in connection with the DIP Revolving Credit Agreement as any such Authorized Person may deem necessary or appropriate (including, without limitation, the execution and delivery of any amendments, restatements, supplements or other modifications to the DIP Revolving Credit Agreement and such other Loan Documents); and

FURTHER RESOLVED, that any Authorized Person be, and each of them hereby severally is, authorized and empowered to (a) negotiate, execute and deliver any documents, instruments, agreements or certificates in connection with the DIP Revolving Credit Agreement, and any amendments, waivers or supplements thereto from time to time with such terms and provisions as the Authorized Person executing the same shall determine to be necessary, advisable or appropriate, the execution and delivery thereof by any such Authorized Persons to conclusively evidence the approval thereof by the Company and (b) perform the obligations and carry out the duties of the Company thereunder.

AMENDED AND RESTATED INTERCREDITOR AGREEMENT

RESOLVED, that the form, terms and provisions of the Amended and Restated Intercreditor Agreement to be entered into on or about the date hereof and substantially in the form of the draft thereof presented to the Managers (the “Intercreditor Agreement”) and the transactions contemplated thereby (which, among other things, sets forth the relative priorities of the liens of the DIP Term Agent and the DIP Revolver Agent on the assets of the Company) be,

and hereby are, approved and adopted in all respects, and that any Authorized Person be, and each of them hereby is, authorized and directed to (a) execute and deliver the Intercreditor Agreement in such form as may be approved by any Authorized Person and in such other forms as the Authorized Persons executing the same shall, by execution thereof, approve (and such Authorized Person's signature shall be conclusive evidence that such Authorized Person did deem such form to be necessary or appropriate and in the best interest of the Company) and (b) perform the obligations and carry out the duties of the Company thereunder and under all such other documents required to be executed and delivered in connection therewith.

SECURITY; ANCILLARY DOCUMENTS

RESOLVED, that the Managers hereby authorize (a) the Company to grant liens on, and security interests in, any and all assets and property (both personal and real) of the Company as collateral, as contemplated by or specified in the pledge and security agreements, pledge agreements, mortgages, leasehold mortgages, deeds of trust, intellectual property agreements and other security documents, instruments and agreements (including, but not limited to, pledge and security documents covering collateral in Mexico, if applicable) contemplated under the DIP Revolving Credit Agreement, the other Loan Documents (as defined in the DIP Revolving Credit Agreement), the DIP Term Loan Agreement and the other Senior Loan Documents (as defined in the DIP Term Loan Agreement) (collectively, the "Security Documents") and (b) the filing of financing statements (including the use of the collateral descriptions "all personal property of the debtor", "all assets of the debtor" or similar descriptions) and amendments to financing statements or any other instrument or document in any jurisdictions and with any filing offices, whether by the Company, the DIP Term Agent or the DIP Revolver Agent with or without the signature of the Company, as contemplated by or specified in such Security Documents, and/or the entering into of any other agreement or instrument (including deposit account control agreements and securities account control agreements), as requested by the DIP Term Agent or the DIP Revolver Agent to perfect the security interests granted under the Security Documents; and

FURTHER RESOLVED, that, to the extent that the Company is a party thereto, all other agreements, leases, instruments (including, but not limited to, instruments of assignment, transfer and conveyance), bills of sale, affidavits, financing statements, certificates, ancillary agreements or other documents necessary in connection with or related to the transactions or documents referenced in any of the DIP Revolving Credit Agreement, DIP Term Loan Agreement, the other Senior Loan Documents (as defined in the DIP Term Loan Agreement), the other Loan Documents (as defined in the DIP Revolving Credit Agreement) or Security Documents are hereby approved and adopted by the Managers and the Company is authorized to enter into, execute, deliver and perform its obligations under each of such agreements, leases, instruments (including, but not limited to, instruments of assignment, transfer and conveyance), bills of sale, affidavits, financing statements, certificates, ancillary agreements or other documents contemplated thereby or required in connection therewith, in each case, with such amendments, restatements, modifications and supplements thereto as may now or hereafter, from time to time, be approved by an appropriate Authorized Person or Authorized Persons, such approval to be conclusively evidenced by such Authorized Person or Authorized Persons' execution and delivery thereof.

GENERAL AUTHORITY

RESOLVED, that, any Authorized Person be, and each of them hereby is, authorized, empowered and directed, to do or cause to be done all such acts or things and to sign and deliver, or cause to be signed and delivered, all such documents, instruments, affidavits, agreements and certificates, in the name and on behalf of the Company, or otherwise, as such Authorized Persons may deem necessary, advisable or appropriate to effectuate or carry out the purposes and intent of the foregoing resolutions and to perform the obligations of the Company under the agreements and the instruments referred to therein; and

FURTHER RESOLVED, that all acts and things previously done and performed or caused to be done and performed by any Authorized Person, in the name and on behalf of the Company, prior to the date of these resolutions in connection with the actions contemplated by the foregoing resolutions be, and hereby are, ratified, confirmed and approved in all respects.

This Action by Unanimous Written Consent (this "Written Consent") may be executed in counterparts, each of which shall be an original instrument but all of which taken together shall constitute one consent. A party may deliver executed signature pages to this Written Consent by facsimile or other electronic transmission, which facsimile or other electronic copy shall be deemed to be an original executed signature page.

(signatures on following page)

IN WITNESS WHEREOF, each of the undersigned has executed this Written Consent as of the day and year first above written.

/s/ Jeffrey L. Kenner
Jeffrey L. Kenner

/s/ J. Scott Bull
J. Scott Bull

/s/ Larry T. Solari
Larry T. Solari

/s/ Dave T. Brown
Dave T. Brown

/s/ Joseph R. Ponteri
Joseph R. Ponteri

/s/ Bruce J. Essex, Jr.
Bruce J. Essex, Jr.

Being all of the voting members of the Managers of Pace Industries, LLC, a Delaware limited liability company

Fill in this information to identify the case:

Debtor name: Pace Industries, LLC

United States Bankruptcy Court for the: District of Delaware (State)

Case number (if known): 20-

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1.	SERVICE ALUMINUM CORPORATION PO BOX 744295 ATLANTA, GA 30374 3300 N RIDGE ROAD SUITE 290 ELLIOT CITY, MD 21043	TOM WALTERS (410) 465-3300 twalters@servicealuminum.com	Trade Debt				\$1,647,924.87
2.	SID TOOL CO., INC. PO BOX 78845 MILWAUKEE, WI 53278 75 MAXESS ROAD MELVILLE, NY 11747	KHYAMM SANDERS (714) 307-8396 sanderkh@mscdirect.com	Trade Debt				\$1,575,741.38
3.	STROHWIG INDUSTRIES, INC. DEPT 00538 MILWAUKEE, WI 53259 3285 INDUSTRIAL ROAD RITCHFIELD, WI 53075	MICHAEL RETZER (262) 628-5417 mretzer@strohwig.com	Trade Debt				\$1,468,567.79

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
4.	COMMERCIAL METALS CO PO BOX 844681 DALLAS, TX 75284 65645 N MACARTHUR BOULEVARD IRVING, TX 75039	DAVID SAX (214) 689-4342 david.sax@cmc.com	Trade Debt				\$1,390,811.34
5.	B&B METAL PROCESSING COMPANY, INC. 14520 PIONEER ROAD NEWTON, WI 53063	BOB BURROWS (920) 693-8261 bbm@bbmetalprocessing.com	Trade Debt				\$1,042,309.43
6.	SHAPIRO SALES COMPANY PO BOX 776198 CHICAGO, IL 60677 9666 OLIVE BOULEVARD SUITE 500 ST LOUIS, MO 63132	RICK DOBKIN (314) 381-9300 rdobkin@shapirometals.com	Trade Debt				\$1,035,877.38
7.	ONSET FINANCIAL, INC 274 WEST 12300 DRAPER, UT 84020	DUSTIN BOND (801) 816-0800 dbond@mazumacapital.com	Trade Debt				\$1,006,239.47
8.	LEFTON METAL ENTERPRISES PO BOX 95212 CHICAGO, IL 60694 111 WEST PORT PLAZA #700 ST. LOUIS, MO 63146	GARY STEIN (314) 542-7272 gstein@metalexchangecorp.com	Trade Debt				\$952,471.37
9.	IMSAMET OF ARIZONA 3829 SOUTH ESTRELLA PARKWAY GOODYEAR, AX 85338	DAVID BURLISON (623) 925-4286 david.burlison@realalloy.com	Trade Debt				\$920,030.66

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
10.	SPECTRO ALLOYS CORPORATION BIN #130102 PO BOX 9201-02 MINNEAPOLIS, MN 55480 13220 DOYLE PATH EAST ROSEMOUNT, MN 55068	GARY BORNER (651) 480-6107 gborner@spectroalloys.com	Trade Debt				\$856,551.87
11.	GUANGDONG ZHAOQING POWER FOUNDRY BANK OF CHINA LTD. ZHAQING BRANCH NO 37 DUANZHOU 4TH ROAD ZHAOQING 526040 CHINA 32 JIANSHE THIRD ROAD ZHAOQING 526040 CHINA	PHOEBE FU (+86) 758-290-3373 phoebefu@gdzpa.com	Trade Debt				\$820,222.80
12.	SCEPTER INC MSC 30306 PO BOX 415000 NASHVILLE, TN 37241 111 WEST PORT PLAZA # 700 ST. LOUIS, MO 63146	GUY RIVIERE (914) 921-0289 guyriviere8@aol.com	Trade Debt				\$801,602.17
13.	DIE-TECH & ENGINEERING INC 4620 HERMAN AVENUE SW WYOMING, MI 49509	BILL BERRY (616) 530-9030 w.berry@dietech-gr.com	Trade Debt				\$698,235.00
14.	STANTON A. MOSS INC PO BOX 896 BRYN MAWR, PA 19010 551 WEST LANCASTER AVENUE SUITE 209 HAVERFORD, PA 19041	STANTON MOSS (215) 877-8200 stanton@stantonmoss.com	Trade Debt				\$683,347.78

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
15.	EASTERN ALLOYS, INC PO BOX 419834 BOSTON, MA 02241 HENRY HANNING DRIVE PO BOX 317 MAYBROOK, NY 12543	JACK TURNEY (918) 629-1322 jturney@eazall.com	Trade Debt				\$677,378.23
16.	HANSON INTERNATIONAL INC. 3500 HOLLYWOOD ROAD ST. JOSEPH, MI 49085	JULIE LaVANWAY (269) 429-5555 jlavanway@hansonmold.com	Trade Debt				\$541,505.00
17.	BISHOP INTERNATIONAL, INC. P.O. BOX 223585 DALLAS, TX 75222 224 NORTH CORINTH STREET DALLAS, TX 75203	RICHIE VAUGHT (214) 426-6449 rvaught@bishopengine.com	Trade Debt				\$525,454.41
18.	BUHLERPRINCE INC 670 WINDCREST DRIVE HOLLAND, MI 49423	AMY LORENZ (616) 394-8287 amy.lorenz@buhlergroup.com	Trade Debt				\$503,033.33
19.	SPRAY-RITE, INC. 201 DURHAM AVENUE POCOLA, OK 74902	CHELSEA LONG (479) 648-3351 clong@spray-rite.net	Trade Debt				\$468,362.84
20.	MOLD SUPPLIES, INCORPORATED 2305 RICHFIELD PARKWAY RICHFIELD, WI 53076	ROBERTO MARTINEZ (915) 591-1296 epmold@aol.com	Trade Debt				\$446,700.91

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

In re

PACE INDUSTRIES, LLC,

Debtor.

Chapter 11

Case No. 20-_____ (___)

**LIST OF EQUITY SECURITY HOLDERS AND CORPORATE
OWNERSHIP STATEMENT OF PACE INDUSTRIES, LLC**

Pursuant to Federal Rules of Bankruptcy Procedure 1007(a)(1), 1007(a)(3), and 7007.1, KPI Intermediate Holdings, Inc. holds 100% of the common stock in Pace Industries, LLC, the Debtor¹ in this case, as of the date hereof. The following corporate entities indirectly own 10% or more of the Debtor's common stock.

Name: KPI Holdings, LLC
Address: 437 Madison Avenue
New York, NY 10022

Name: KPI Capital Holdings, Inc.
Address: 437 Madison Avenue
New York, NY 10022

Name: KPI Holdings, Inc.
Address: 437 Madison Avenue
New York, NY 10022

¹ The Debtor's noticing address in this chapter 11 case is 481 South Shiloh Drive, Fayetteville, Arkansas 72704.

Fill in this information to identify the case and this filing:Debtor Name Pace Industries, LLCUnited States Bankruptcy Court for the: District of Delaware
(State)Case number (If known): 20-**Official Form 202****Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets—Real and Personal Property* (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- Schedule H: Codebtors* (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- Amended Schedule _____
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- Other document that requires a declaration: *List of Equity Security Holders and Corporate Ownership Statement of Pace Industries, LLC*

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 04/12/2020
MM / DD / YYYY

/s/ Craig Potter
Signature of individual signing on behalf of debtor

Craig Potter
Printed name

Chief Financial Officer
Position or relationship to debtor