

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

In re:

BEDMAR, LLC,

Debtor.¹

)
)
) Chapter 11
)
) Case No. 25-11027 (JKS)
)
)

**NOTICE OF (I) COMMENCEMENT OF CHAPTER 11 CASE,
(II) COMBINED HEARING ON DISCLOSURE STATEMENT,
CONFIRMATION OF CHAPTER 11 PLAN, AND RELATED MATTERS, AND
(III) RELATED OBJECTION DEADLINES,
AND SUMMARY OF DEBTOR'S CHAPTER 11 PLAN**

NOTICE IS HEREBY GIVEN as follows:

Bedmar, LLC, as debtor and debtor in possession (the “**Debtor**”), filed a voluntary petition for relief commencing a case under chapter 11 of the Bankruptcy Code (the “**Chapter 11 Case**”) in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) on June 9, 2025 (the “**Petition Date**”).

The Debtor is an indirect wholly-owned subsidiary of National Resilience Holdco, Inc. (the “**Parent**”). The Debtor was formed pursuant to certain corporate transactions that occurred in early June 2025 as part of an effort to wind down nonoperational and/or underutilized facilities of the Parent and certain subsidiaries thereof in a prompt, efficient, and equitable manner in order to enable the Parent and its operating subsidiaries to continue to serve customers at their remaining facilities. As part of these transactions, the Debtor became a lessee under certain leases to which the Parent and certain subsidiaries thereof were previously party. In addition, to ensure the fairness of these transactions, substantial assets, largely in the form of cash and receivables, were contributed and are presently held by the Debtor.

On the Petition Date, the Debtor filed the *Motion of Debtor for Entry of an Order (I) Scheduling Combined Hearing to Consider Approval of the Disclosure Statement and Confirmation of the Plan; (II) Approving Manner of Notice of Commencement, Combined Hearing, and Objection Deadline; (III) Establishing a Deadline to Object to the Disclosure Statement and the Plan; (IV) Waiving Solicitation of the Plan; (V) Conditionally (A) Directing the U.S. Trustee Not to Convene Section 341(a) Meeting Of Creditors and (B) Waiving Requirement to File Statement of Financial Affairs and Schedules of Assets and Liabilities; and (VI) Granting Related Relief* [Docket No. 9] (the “**Combined Hearing Motion**”) together with (i) the *Disclosure Statement for Prepackaged Plan of Reorganization of Bedmar, LLC under Chapter 11 of the*

¹ The Debtor in this chapter 11 case, along with the last four digits of the Debtor’s federal tax identification number, is Bedmar, LLC (5047). The Debtor’s mailing address is The Debtor’s mailing address is: P.O. Box 68, Yorklyn, DE 19736.

Bankruptcy Code [Docket No. 8] (as may be amended, modified, or supplemented from time to time, the “**Disclosure Statement**”) and (ii) the *Prepackaged Plan of Reorganization of Bedmar, LLC under Chapter 11 of the Bankruptcy Code* [Docket No. 7] (as may be amended, modified, or supplemented from time to time, the “**Plan**”).²

On June 12, 2025, the Court granted the relief sought by the Combined Hearing Motion, as modified, including approval of this notice (the “**Combined Notice**”) and the various dates, deadlines, and procedures described herein. *See* Docket No. 33.

Information Regarding Plan

The Plan comprises the Debtor’s proposal for a reorganization of the Debtor that will leave all classes of Claims and Interests Unimpaired and allow the Debtor to emerge from chapter 11 expeditiously and efficiently.

No Claims against or Interests in the Debtor will be Impaired under the Plan. Accordingly, the Debtor will not solicit the vote of any Class of Claims or Interests regarding the Plan. Copies of the Disclosure Statement and Plan may be obtained free of charge by (a) contacting the Debtor’s claims and noticing agent, Epiq Corporate Restructuring (the “**Notice and Claims Agent**”), at <https://dm.epiq11.com/case/bedmar/dockets> or (b) accessing the Debtor’s case website at <https://dm.epiq11.com/Bedmar> (the “**Case Website**”). All documents filed in the Chapter 11 Case are also available via PACER at <http://www.deb.uscourts.gov>.

The Court has approved the following dates and deadlines in connection with confirmation of the Plan:

Event	Proposed Date / Deadline
Mailing of Combined Notice	June 12, 2025
Plan Supplement Filing Deadline	July 8, 2025
Plan and Disclosure Statement Objection Deadline	July 16, 2025 at 5:00 p.m. (Eastern Time)
Deadline to File Proposed Confirmation Order	July 21, 2025
Confirmation Brief and Reply Deadline	July 23, 2025 at 12:00 p.m. (Eastern Time)
Combined Hearing	July 29, 2025 at 1:00 p.m. (Eastern Time)

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Combined Hearing Motion or the Plan., as applicable.

I. HEARING TO CONSIDER COMPLIANCE WITH DISCLOSURE REQUIREMENTS, CONFIRMATION OF THE PLAN, AND REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A combined hearing to consider the Debtor's compliance with the Bankruptcy Code's disclosure requirements, confirmation of the Plan, the rejection of Executory Contracts and Unexpired Leases, and any objections to any of the foregoing, and any other matter that may properly come before the Court, will be held before the Honorable J. Kate Stickles, United States Bankruptcy Judge, in Courtroom No. 6 of the United States Bankruptcy Court, 824 North Market Street, 5th Floor, Wilmington, Delaware 19801, on **July 29, 2025 at 1:00 p.m. (Prevailing Eastern Time)** or as soon thereafter as counsel may be heard (the "**Combined Hearing**"). The Combined Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date or dates at the Combined Hearing, which adjournment notice will be made available on the electronic case filing docket and Case Website.

II. DEADLINE TO OBJECT TO ADEQUACY OF DISCLOSURE STATEMENT OR CONFIRMATION OF PLAN

Any responses or objections to the Disclosure Statement and/or the Plan must (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by such person or entity; (d) state with particularity the legal and factual basis for such objection, and, if practicable, a proposed modification to the Plan that would resolve such objection; and (e) be filed with the Court (contemporaneously with a proof of service) and served upon all of the following parties (the "**Notice Parties**") so as to be actually received on or before **July 16, 2025 at 5:00 p.m. (Prevailing Eastern Time)** (the "**Objection Deadline**"):

- a. proposed counsel to the Debtor, Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: Michael J. Merchant (merchant@rlf.com) and Amanda R. Steele (steele@rlf.com));
- b. the Office of the U.S. Trustee, 844 N King St., Suite 2207, Lockbox 35, Wilmington, Delaware 19801 (Attn: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov)); and
- c. counsel to any statutory committee appointed in the Chapter 11 Case.

UNLESS AN OBJECTION IS TIMELY FILED AND SERVED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AT THE COMBINED HEARING.

III. HEARING WITH RESPECT TO ASSUMPTION AND REJECTION PROCEDURES SET FORTH IN THE COMBINED MOTION

SCHEDULE A TO THE PLAN SETS FORTH THE SCHEDULED REJECTION DAMAGES CLAIMS FOR CERTAIN UNEXPIRED LEASES, SUBLEASES, AND GUARANTIES. PARTIES RECEIVING THIS NOTICE SHOULD REVIEW THE PLAN TO SEE IF THEIR AGREEMENTS ARE SET FORTH ON SCHEDULE A TO THE PLAN.

The Combined Hearing Motion sought certain procedures related to assumption and rejection of Executory Contracts and Unexpired Leases pursuant to the Plan (the “**Assumption and Rejection Procedures**”). A hearing with respect to the Assumption and Rejection Procedures shall be held before The Honorable J. Kate Stickles, United States Bankruptcy Judge for the District of Delaware, at the Court, 824 North Market Street, 5th Floor, Courtroom 6, Wilmington, Delaware 19801 on **June 26, 2025 at 10:00 a.m. (prevailing Eastern Time)**.

Any responses or objections to the proposed Assumption and Rejection Procedures must be in writing and filed with the Clerk of the Court, 824 North Market Street, 5th Floor, Courtroom 6, Wilmington, Delaware 19801 on or before **June 19, 2025 at 4:00 p.m. (prevailing Eastern Time)**

IV. SUMMARY OF THE PLAN³

The following table summarizes the treatment of Claims and Interests under the Plan. The table is qualified in its entirety by reference to the full text of the Plan. For a more detailed summary of the terms and provisions of the Plan, see Article IV of the Disclosure Statement.

SUMMARY OF EXPECTED RECOVERIES			
Class	Claim / Interest	Treatment of Claim / Interest	Projected Recovery Under the Plan
N/A	DIP Claims Estimated Principal Amount: \$25,000,000 Unimpaired; Deemed to Accept Plan	Except to the extent that a Holder of an Allowed DIP Claim and the Debtor agree to a less favorable treatment of its Allowed Claim, in exchange for full satisfaction, settlement, discharge and release of, and in exchange for its Allowed DIP Claim, upon the Effective Date, all unpaid obligations under the DIP Loan, including accrued and unpaid interest, shall automatically be converted to membership interests in the Reorganized Debtor through a capital account equal to the amount of the Allowed DIP Claim(s) on the Effective Date, and the DIP Lender shall not be entitled to any other	100%

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

SUMMARY OF EXPECTED RECOVERIES			
Class	Claim / Interest	Treatment of Claim / Interest	Projected Recovery Under the Plan
		distributions under the Plan on account of such Allowed DIP Claims.	
1	Other Priority Claims Unimpaired; Deemed to Accept Plan	Except to the extent that a Holder of an Allowed Other Priority Claim and the Debtor agree to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and the discharge of each Allowed Other Priority Claim, each Holder of an Allowed Other Priority Claim due and payable on or prior to the Effective Date shall receive, as soon as reasonably practicable after the Effective Date, on account of such Claim: (i) Cash in an amount equal to the amount of such Allowed Other Priority Claim; or (ii) Cash in an amount agreed to by the Debtor or the Reorganized Debtor, as applicable, and such Holder. To the extent any Allowed Other Priority Claim is not due and owing on or before the Effective Date, such Claim shall be paid in full in Cash in accordance with the terms of any agreement between the Debtor (or the Reorganized Debtor, as applicable) and such Holder, or as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business. Nothing in the foregoing or otherwise in the Plan shall prejudice the Debtor's or the Reorganized Debtor's rights and defenses regarding any asserted Other Priority Claim.	100%
2	Secured Claims Unimpaired; Deemed to Accept Plan	Except to the extent that a Holder of an Allowed Secured Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Secured Claim, each Holder of an Allowed Secured Claim, at the option of the Debtor, shall, on the Effective Date, (i) be paid in full in Cash, including the payment of any interest required to be paid under section 506(b) of the Bankruptcy Code, (ii) receive the collateral securing its Allowed Secured Claim, or (iii) receive any other treatment that would render such Claim Unimpaired, in each case, as determined by the Debtor.	100%
3	General Unsecured Claims Unimpaired; Deemed to Accept Plan	Subject to <u>Article V.C</u> of the Plan and except to the extent that a Holder of an Allowed General Unsecured Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge and in exchange for each Allowed General Unsecured Claim, each Holder of an Allowed General Unsecured Claim against the Debtor shall receive, at the option of the Debtor, (i) Reinstatement of such Allowed General Unsecured Claim; (ii) payment in full in Cash in accordance with applicable law and the terms and conditions of the particular transaction giving rise to, or the agreement that governs, such Allowed General Unsecured Claim, which payment shall occur on the later of (A) the date	100%

SUMMARY OF EXPECTED RECOVERIES			
Class	Claim / Interest	Treatment of Claim / Interest	Projected Recovery Under the Plan
		due in the ordinary course of business or (B) the Effective Date; or (iii) receive any other treatment that would render such Claim Unimpaired, in each case, as determined by the Debtor; <i>provided</i> , that in each case, no Holder of an Allowed General Unsecured Claim shall receive any distribution for any Claim that has previously been satisfied pursuant to a Final Order of the Bankruptcy Court.	
4	Interests Unimpaired; Deemed to Accept Plan	On the Effective Date, each Holder of an Allowed Interest shall have such Interest Reinstated.	N/A

V. NOTICE REGARDING CERTAIN RELEASE, EXCULPATION AND INJUNCTION PROVISIONS IN THE PLAN

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

IF YOU DO NOT WANT TO BE A RELEASING PARTY UNDER THE PLAN, YOU MAY OPT OUT OF THE CLAIMANT RELEASE BY TIMELY FILING THE OPT-OUT FORM INCLUDED AS APPENDIX I HERETO IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREIN. ANY PARTY WHO FILES AN OPT-OUT FORM OPTING OUT OF THE CLAIMANT RELEASE WILL NEITHER RELEASE ANY CLAIMS UNDER THE PLAN NOR BE RELEASED BY ANY OTHER PARTY.

VI. 341 MEETING

The Debtor will file and serve a notice setting forth the time, date and place of the meeting of creditors pursuant to section 341(a) of the Bankruptcy Code (the “**Section 341 Meeting**”) on the parties on whom it served this notice and any other parties entitled to notice pursuant to the Bankruptcy Rules. The Debtor will also post such notice on the Case Website not less than twenty-one (21) days before the date scheduled for the 341 Meeting. The 341 Meeting may be adjourned or continued from time to time by notice at the meeting, without further notice to creditors.

Dated: June 12, 2025
Wilmington, Delaware

Respectfully Submitted,

/s/ Michael J. Merchant

RICHARDS, LAYTON & FINGER, P.A.

Mark D. Collins (No. 2981)

Michael J. Merchant (No. 3854)

Amanda R. Steele (No. 5530)

One Rodney Square

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merchant@rlf.com
steele@rlf.com

Proposed Counsel for Debtor and Debtor in Possession

Appendix I
Opt-Out Form

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

In re:

BEDMAR, LLC,

Debtor.¹

)
) Chapter 11
)
) Case No. 25- 11027 (JKS)
)
)
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**RELEASE OPT-OUT FORM FOR
HOLDERS OF UNIMPAIRED CLAIMS**

**THE DEADLINE TO COMPLETE AND RETURN THIS RELEASE OPT-OUT
FORM IS JULY 16, 2025 AT 5:00 P.M. (PREVAILING EASTERN TIME)**

General Information Concerning This Release Opt-Out Form

Bedmar, LLC, the debtor and debtor in possession in the above-captioned proceeding (the “**Debtor**”), has filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”), thereby commencing this chapter 11 case (the “**Chapter 11 Case**”) in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”), and has filed the *Prepackaged Plan of Reorganization of Bedmar, LLC under Chapter 11 of the Bankruptcy Code* [Docket No. 7] (as it may be amended, modified, or supplemented from time to time, the “**Plan**”), which is described in the *Disclosure Statement for Prepackaged Plan of Reorganization of Bedmar, LLC under Chapter 11 of the Bankruptcy Code* [Docket No. 8] (as it may be amended, modified, or supplemented from time to time, the “**Disclosure Statement**”).²

You are receiving this release opt-out form (this “**Release Opt-Out Form**”) because, according to the Debtor’s books and records, you may be a Holder of a Claim under the Plan. All Claims are Unimpaired under the Plan, and their Holders are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Claims are not entitled to vote to accept or reject the Plan.

As described in more detail below, Article IX.C of the Plan contains certain *voluntary* third-party releases. This Release Opt-Out Form provides you with the opportunity to elect to opt out of the voluntary releases set forth in Article IX.C of the Plan.

¹ The Debtor in this chapter 11 case, along with the last four digits of the Debtor’s United States federal tax identification number is Bedmar, LLC (5047). The Debtor’s mailing address is The Debtor’s mailing address is: P.O. Box 68, Yorklyn, DE 19736.

² Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan.

Making an Alternative Election Under This Release Opt-Out Form

Holders of Claims who take no action with respect to this Release Opt-Out Form will automatically be deemed to grant the releases contained in Article IX.C of the Plan.

You should review the Disclosure Statement and the Plan before you make any elections on this Release Opt-Out Form. You may wish to seek legal advice concerning the elections available under this Release Opt-Out Form. Copies of the Disclosure Statement and the Plan may be found on the Debtor's restructuring website at <https://dm.epiq11.com/Bedmar>.

Questions may be directed to Epiq Corporate Restructuring (the "Notice and Claims Agent") by emailing the Notice and Claims Agent at Bedmar@epiqglobal.com.

Release Opt-Out Election

This election allows you to:

- **OPT OUT OF THE VOLUNTARY RELEASES IN THE PLAN, WHICH WILL DISQUALIFY YOU FROM BEING SUBJECT TO AND BENEFITING FROM THE RELEASES IN ARTICLE IX OF THE PLAN.**

Complete and return this Form if you wish to elect to opt out of granting the voluntary releases contained in Article IX.C of the Plan.

Summary of Election

Article IX.C of the Plan contains a voluntary third-party release that binds releasing parties, which is described in greater detail below. Releasing parties include Holders of Unimpaired Claims that do not opt out of the releases provided for in Article IX.C of the Plan by properly completing and making an election under this Release Opt-Out Form.

IMPORTANT INFORMATION REGARDING THE CLAIMANT RELEASE

YOU WILL BE DEEMED TO HAVE GRANTED THE RELEASES CONTAINED IN ARTICLE IX.C OF THE PLAN UNLESS YOU COMPLETE AND RETURN THIS RELEASE OPT-OUT FORM BY JULY 16, 2025 AT 5:00 P.M. (PREVAILING EASTERN TIME).

Article IX.C of the Plan contains the following provision:

Article IX.C. Releases by Holders of Claims and Interests

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS PLAN OR THE COMBINED ORDER, AS OF THE EFFECTIVE DATE, IN EXCHANGE FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, EACH RELEASING PARTY, IN EACH CASE ON BEHALF

OF ITSELF AND ITS RESPECTIVE SUCCESSORS, ASSIGNS, AND RELATED PARTIES, AND ANY AND ALL OTHER ENTITIES WHO MAY PURPORT TO ASSERT ANY CLAIM OR CAUSE OF ACTION, DIRECTLY OR DERIVATIVELY, BY, THROUGH, FOR, OR BECAUSE OF THE FOREGOING ENTITIES, HAS AND IS DEEMED TO HAVE, FOREVER AND UNCONDITIONALLY (X) RELEASED, ABSOLVED, ACQUITTED, AND DISCHARGED THE DEBTOR AND THE REORGANIZED DEBTOR AND (Y) RELEASED ABSOLVED, AND ACQUITTED EVERY OTHER RELEASED PARTY FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTOR, ITS ESTATE, OR THE REORGANIZED DEBTOR THAT SUCH ENTITIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM AGAINST, OR INTEREST IN, A DEBTOR OR OTHER ENTITY, COULD ASSERT ON BEHALF OF THE DEBTOR, ITS ESTATE, AND THE REORGANIZED DEBTOR, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, (I) THE MANAGEMENT, OWNERSHIP, OR OPERATION OF THE DEBTOR OR THE NON-DEBTOR AFFILIATES; (II) THE PURCHASE, SALE, OR RESCISSION OF ANY SECURITY OF THE DEBTOR OR THE NON-DEBTOR AFFILIATES; (III) THE SUBJECT MATTER OF, OR THE TRANSACTIONS, EVENTS, CIRCUMSTANCES, ACTS OR OMISSIONS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE THIS PLAN, INCLUDING THE NEGOTIATION, FORMULATION, OR PREPARATION OF ANY TRANSACTION RELATED TO EFFECTUATING THIS PLAN; (IV) THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTOR OR ANY NON-DEBTOR AFFILIATE AND ANY OTHER ENTITY; (V) THE DEBTOR AND NON-DEBTOR AFFILIATES' IN- OR OUT-OF-COURT RESTRUCTURING EFFORTS; (VI) INTERCOMPANY TRANSACTIONS; (VII) THE DEFINITIVE DOCUMENTS, THE CHAPTER 11 CASE, THE DIP FACILITY, OR ANY TRANSACTION RELATED TO EFFECTUATING THIS PLAN; (VIII) ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE DEFINITIVE DOCUMENTS OR ANY TRANSACTION RELATED TO EFFECTUATING THIS PLAN; (IX) THE DISTRIBUTION, INCLUDING ANY DISBURSEMENTS MADE BY A DISTRIBUTION AGENT, OF PROPERTY UNDER THIS PLAN OR ANY OTHER RELATED AGREEMENT; OR (X) ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE RELATED TO ANY OF THE FOREGOING AND TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE; *PROVIDED*, THAT THE RELEASING PARTIES DO NOT RELEASE CLAIMS OR CAUSES OF ACTION ARISING OUT OF, OR RELATED TO, ANY ACT OR OMISSION OF A RELEASED PARTY THAT IS DETERMINED BY FINAL ORDER OF THE BANKRUPTCY COURT OR ANY OTHER COURT OF COMPETENT JURISDICTION TO HAVE CONSTITUTED ACTUAL FRAUD, GROSS NEGLIGENCE, OR WILLFUL

MISCONDUCT; *PROVIDED, FURTHER*, THAT THE FOREGOING “CLAIMANT RELEASES” SHALL NOT OPERATE TO WAIVE OR RELEASE ANY CAUSE OF ACTION OF ANY RELEASING PARTY AGAINST A RELEASED PARTY ARISING FROM ANY OBLIGATIONS OWED TO THE RELEASING PARTY THAT IS WHOLLY UNRELATED TO THE DEBTOR OR THE REORGANIZED DEBTOR. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE (A) ANY POST EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THIS PLAN, THE COMBINED ORDER, ANY OTHER DEFINITIVE DOCUMENT, ANY TRANSACTION RELATED TO EFFECTUATING THIS PLAN, ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN, OR ANY CLAIM OR OBLIGATION ARISING UNDER THIS PLAN OR (B) ANY CAUSES OF ACTION SPECIFICALLY RETAINED BY THE DEBTOR PURSUANT TO THE SCHEDULE OF RETAINED CAUSES OF ACTION.

ENTRY OF THE COMBINED ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT’S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE CLAIMANT RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THIS PLAN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT’S FINDING THAT THE CLAIMANT RELEASE IS: (I) CONSENSUAL; (II) ESSENTIAL TO THE CONFIRMATION OF THIS PLAN; (III) GIVEN IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY EACH OF THE RELEASED PARTIES, INCLUDING THE RELEASED PARTIES’ SUBSTANTIAL CONTRIBUTIONS TO IMPLEMENTING THIS PLAN AND FACILITATING ANY RELATED TRANSACTION; (IV) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE CLAIMANT RELEASE; (V) IN THE BEST INTERESTS OF THE DEBTOR AND ITS ESTATE; (VI) FAIR, EQUITABLE, AND REASONABLE; (VII) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (VIII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE CLAIMANT RELEASE.

Terms Used in the Claimant Release

“*Claimant Release*” means the releases given by the Releasing Parties to the Released Parties in Article IX.C of the Plan.

“Released Parties” means, collectively, each of, and in each case in its capacity as such: (a) the Debtor; (b) the Reorganized Debtor; (c) each Non-Debtor Affiliate; (d) each of the Debtor’s and Non-Debtor Affiliates’ current and former directors, officers, managers, and proxyholders; (e) each Releasing Party; and (f) each Related Party of each Entity in clause (a) through (e); *provided*, that in each case, an Entity shall not be a Released Party if it (i) timely Files with the

Bankruptcy Court on the docket of the Chapter 11 Case an objection to the Plan on the basis of the Claimant Release that is not resolved before Confirmation or (ii) elects to opt out of the Releases.

“Releasing Parties” means, collectively, each of, and in each case in its capacity as such: (a) each Non-Debtor Affiliate; (b) each Holder of a Claim or Interest that (i) does not timely File with the Bankruptcy Court on the docket of the Chapter 11 Case an objection to the Plan on the basis of the Claimant Release, (ii) Files such an objection that is consensually resolved with the Debtor on terms providing for such Holder to be a Releasing Party or that is withdrawn before Confirmation, or (iii) Files an objection that is thereafter overruled by the Bankruptcy Court; and (c) each Related Party of each Entity in clause (a) through (b) each in its capacity as such and to the fullest extent it would be obligated to release its claims under the principles of agency if so directed by the Entity in clause (a) through (b) to whom it relates; *provided*, that in each case, an Entity shall not be a Releasing Party if it elects to opt out of the Releases.

Instructions for Making a Release Opt-Out Election

If you wish to make the election and opt out of granting the releases contained in Article IX.C of the Plan, check the box under “Your Election” below. If your election contained in this Release Opt-Out Form is not received by the Notice and Claims Agent by July 16, 2025 at 5:00 p.m. (prevailing Eastern Time), your election will not count, your Release Opt-Out Form will not be effective, and you will be deemed to have consented to the releases provided for in Article IX.C of the Plan. If your election is received and the opt-out box below is not checked, you will be deemed to have consented to the releases provided for in Article IX.C of the Plan. Any opt-out election that is illegible or does not provide sufficient information to identify the Claim Holder will not be valid.

All questions as to the validity, form, eligibility (including time of receipt), and acceptance and revocation of an opt-out election will be resolved by the Debtor or Reorganized Debtor (as applicable), in its sole discretion, which resolution will be final and binding.

If you have any questions on how to properly complete this Release Opt-Out Form, you may contact the Notice and Claims Agent by emailing the Notice and Claims Agent at Bedmar@epiqglobal.com.

IF YOU WISH TO MAKE THE OPT-OUT ELECTION, PLEASE COMPLETE, SIGN, AND DATE THIS RELEASE OPT-OUT FORM AND RETURN IT (WITH A

SIGNATURE) PROMPTLY IN THE ENVELOPE PROVIDED (IF APPLICABLE) OR VIA FIRST-CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

**Bedmar, LLC
c/o Epiq Opt-Out Processing Center
10300 SW Allen Blvd.
Beaverton, OR 97005**

To arrange hand delivery of your Release Opt-Out Form, please email the Notice and Claims Agent at Bedmar@epiqglobal.com (with “Bedmar Opt-Out Form Delivery” in the subject line) at least 24 hours prior to your arrival at the address above and provide the anticipated date and time of delivery.

In the alternative, to properly submit the customized electronic version of your Opt-Out Form via the Notice and Claims Agent’s online Opt-Out Portal, please visit <https://dm.epiq11.com/Bedmar>, click on the “E-Opt Out” section of the website, and follow the instructions to submit your Opt-Out Form.

If you choose to submit your Opt-Out Form using the Opt-Out Portal, you should NOT also submit a paper Opt-Out Form.

The Notice and Claims Agent’s Opt-Out Portal is the only acceptable means of submission of Opt-Out Forms via electronic or online transmission. Opt-Out Forms submitted by facsimile, email, or other means of electronic transmission will not be counted.

Opt-Out Election

The undersigned, a Holder of an Other Secured Claim or General Unsecured Claim:

- ☐ ELECTS TO **OPT OUT** OF THE RELEASES IN ARTICLE IX.C OF THE PLAN AND, AS A RESULT, NOT BE SUBJECT TO OR BENEFIT FROM THE RELEASES UNDER ARTICLE IX OF THE PLAN.

**IF YOU HAVE MADE THE ELECTION ABOVE,
YOU MUST SIGN BELOW.**

Certification and Signature for Opt-Out Election

Certification. By signing this Release Opt-Out Form, the electing Claim Holder certifies to the Bankruptcy Court and the Debtor:

- a. that the Holder acknowledges that the election provided for in this Release Opt-Out Form is being made pursuant to the terms and conditions set forth in the Plan; and
- b. that the Holder has the full power and authority to make the election provided for in this Release Opt-Out Form with respect to its Claim.

Name of Holder (Please Print)	_____
Authorized Signature	_____
Name of Signatory	_____
Title, if by Authorized Agent ³	_____
Street Address	_____
City, State, Zip Code	_____
Telephone Number	_____
Date Completed	_____

³ If you are completing this Release Opt-Out Form on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing.