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**UNITED STATES BANKRUPTCY COURT**
**NORTHERN DISTRICT OF CALIFORNIA**
**OAKLAND DIVISION**

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|---|---|
| In re:<br><br>FRANCISCAN FRIARS OF CALIFORNIA, INC.,<br><br>Debtor. | Case No. 23-41723 WJL<br><br>Chapter 11<br><br>**NOTICE OF (A) HEARING TO CONSIDER CONFIRMATION OF THE SECOND AMENDED JOINT PLAN OF REORGANIZATION FOR THE FRANCISCAN FRIARS OF CALIFORNIA, INC.; (B) DEADLINES FOR VOTING TO ACCEPT OR REJECT THE PLAN AND FILING ANY OBJECTIONS THERETO AND (C) RELATED MATTERS**<br><br>Judge: Hon. William J. Lafferty<br>Date: September 24, 2026<br>Time: 9:00 a.m. (Pacific Time)<br>Place: United States Bankruptcy Court<br>1300 Clay Street, Courtroom 220<br>Oakland, CA 94612 |

**TO: ALL HOLDERS OF CLAIMS AND PARTIES-IN-INTEREST, PLEASE TAKE NOTICE THAT:**

**Approval of Disclosure Statement.** On July 1, 2026, the United States Bankruptcy Court for the Northern District of California (the "**Bankruptcy Court**") entered its Amended and Restated Order (i) Approving Disclosure Statement and (ii) Establishing Procedures for Plan Solicitation, Notice, and Balloting [Docket No. 1768] (the "**Disclosure Statement Order**") approving the *First Amended Disclosure Statement in Support of Second Amended Joint Plan of Reorganization for the Franciscan Friars of California, Inc. Dated June 22, 2026* [Docket No. 1732] (the "**Disclosure Statement**") in connection with the *Second Amended Joint Plan of Reorganization for The Franciscan Friars of California, Inc. Dated June 22, 2026,* [Docket No. 1731] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Joint Plan**") filed by the Franciscan Friars of California, Inc. (the "**Debtor**") and the Official Committee of Unsecured Creditors (the "**Committee**," and together with the Debtor, the "**Plan Proponents**"). The Disclosure Statement Order authorizes the Plan Proponents to solicit votes to accept or reject the Joint Plan under the Bankruptcy Code.[1]

If you wish to review the Joint Plan, Disclosure Statement, and/or Disclosure Statement Order (the "**Plan Documents**"), you may receive a copy of the Plan Documents free of charge from Donlin Recano & Company, LLC ("**DRC**"), the claims, noticing, and solicitation agent retained by the Debtor in this Chapter 11 Case, by: (a) calling the Debtor's toll-free restructuring hotline at (888) 444-4055 (U.S./Canada); (b) emailing ffcinfo@AngeionGroup.com; or (c) accessing the case docket, free of charge, at the following web address: https://bankruptcy.angeiongroup.com/Clients/ffc/Dockets. DRC is authorized to answer questions and provide additional copies of solicitation materials but may **not** advise you as to whether you should object to the Joint Plan, or provide any other legal advice. You may also obtain copies of any pleadings filed in this Chapter 11 Case for a fee via PACER at: https://ecf.canb.uscourts.gov/bankruptcy.

## INFORMATION REGARDING CONFIRMATION HEARING

**Confirmation Hearing.** A hearing to consider confirmation of the Joint Plan (the "**Confirmation Hearing**"), shall commence at **9:00 a.m. (prevailing Pacific time) on September 24, 2026** at the United States Bankruptcy Court, 1300 Clay Street, Oakland, California, in Courtroom 220 before the Honorable William J. Lafferty, United States Bankruptcy Judge. The Confirmation Hearing may be adjourned or continued from time to time by the Court or jointly by the Plan Proponents without further notice except as announced in open court or as filed on the Court's docket. The Joint Plan may be modified under Section 1127 of the Bankruptcy Code before, during, or as a result of the Confirmation Hearing, in each case without further notice to parties in interest.

The Confirmation Hearing will be held in person in the courtroom, provided that (1) parties in interest may attend by Zoom Webinar; (2) additional information is available on Judge Lafferty's Procedures page on the Court's website, which is http://www.canb.uscourts.gov; and (3) information on how to attend the hearing by Zoom Webinar will be included with each calendar posted under Judge Lafferty's calendar on the Court's website.

## INFORMATION REGARDING VOTING TO CONFIRM OR REJECT JOINT PLAN

**Record Date for Voting Purposes.** Only holders of Claims in Class 2 (General Unsecured Claims), Class 3 (SAF Claim), Class 4 (Province of St. John the Baptist Claim), Class

[1] All capitalized terms used but not defined herein have the meanings ascribed to such terms in the Plan and Disclosure Statement, as applicable.

5 (Abuse Claims Other Than Unknown Abuse Claims), Class 6 (Unknown Abuse Claims), and Class 8 (Non-Abuse Litigation Claims) (collectively, the "**Voting Classes**"), each as described in the Disclosure Statement and Joint Plan, as of July 1, 2026 (the "**Voting Record Date**") are entitled to vote on the Joint Plan.

**Voting Procedures.** If you are entitled to vote on the Joint Plan, you will receive a Solicitation Package which will include a copy of (i) this Notice, (ii) the Disclosure Statement Order, (iii) the appropriate Ballot to accept or reject the Joint Plan, with detailed voting instructions and a pre-addressed, postage prepaid return envelope, (iv) the Disclosure Statement and Joint Plan, which may be provided in USB drive or QR Code form, at the discretion of the Plan Proponents, and (v) such other material as the Court may direct. Please review the Ballot for specific instructions as to how to vote. *Failure to follow the voting instructions may disqualify your vote.*

**Voting Deadline.** The deadline to vote on the Joint Plan is **August 5, 2026 at 5:00 p.m. (prevailing Pacific time)** (the "**Voting Deadline**"). Your Ballot must be properly completed, signed, dated and returned by: (a) first-class mail (whether in the return envelope provided with each Ballot or otherwise); (b) overnight courier; (c) hand delivery; or (d) electronic, online transmission through a customized online balloting portal (the "**E-Balloting Portal**") on the Bankruptcy Case website maintained by DRC, so that it is *actually received* by DRC no later than the Voting Deadline. *Otherwise your vote will not be counted.* Ballots submitted by facsimile, email, or any other means of electronic submission other than use of the E-Balloting Portal will not be counted. The E-Balloting Portal can be accessed at the following web address: https://bankruptcy.angeiongroup.com/Clients/ffc/vote

Only Holders of Claims in the Voting Classes are entitled to vote on the Joint Plan.

Holders of Administrative Claims and Priority Tax Claims (the "**Unclassified Claims**"), and Holders of Claims in Class 1 (Priority Non-Tax Claims) and Class 7 (Inbound Contribution Claims) (collectively, the "**Non-Voting Classes**") are not entitled to vote on the Joint Plan. Such holders will receive a Notice of Non-Voting Status instead of a Ballot. If you have timely filed a Proof of Claim and disagree with the classification of, objection to, or request for estimation of your Claim and believe you should be entitled to vote on the Joint Plan, then you must serve counsel to the Plan Proponents and file with the Court a motion (a "**Rule 3018 Motion**") for an order under Rule 3018(a) of the Bankruptcy Rules temporarily allowing your Claim in a different amount or in a different class for purposes of voting to accept or reject the Joint Plan. All Rule 3018 Motions must be filed on or before August 14, 2026. As to any creditor filing a Rule 3018 Motion, such creditor's Ballot will be counted only if/until otherwise ordered by the Court. Creditors may contact DRC to receive an appropriate Ballot for any claim for which a proof of claim has been timely filed and a Rule 3018 Motion has been granted. Rule 3018 Motions that are not timely filed and served in the manner set forth above will not be considered.

## OBJECTIONS TO CONFIRMATION OF THE JOINT PLAN

Objections to confirmation of the Joint Plan, if any, must: (a) be in writing; (b) conform to 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 of such party; (d) state with particularity the basis and nature of any objection or proposed modification to the Joint Plan; and (e) be filed, together with proof of service, with the Court and served so as to be received not later than **August 19, 2026** (the "**Confirmation Objection Deadline**"), by (i) counsel to the Debtor, Binder Malter Harris & Rome-Banks LLP, 1625 The Alameda, Suite 101, San Jose, CA 95126, Attn: Robert G. Harris (rob@bindermalter.com), Julie H. Rome-Banks (julie@bindermalter.com), and Reno Fernandez (reno@bindermalter.com); (ii) the Office of the United States Trustee for the Northern District of California, Office of the United States Trustee, 450 Golden Gate Avenue, Room 05-0153, San Francisco, CA 94102, Attn: Jason Blumberg (jason.blumberg@usdoj.gov);

(iii) counsel to the Official Committee of Unsecured Creditors, Keller Benvenutti Kim LLP, 425 Market Street, 26th Floor, San Francisco, CA 94105, Attn: Gabrielle L. Albert (galbert@kbkllp.com), Lowenstein Sandler LLP, One Lowenstein Drive, Roseland, NJ 07068, Attn: Jeffrey D. Prol (jprol@lowenstein.com) and Brent Weisenberg (bweisenberg@lowenstein.com), and Burns Bair LLP, 10 East Doty Street, Suite 600, Madison, WI 53703, Attn: Timothy W. Burns (tburns@burnsbair.com) and Jesse J. Bair (jbair@burnsbair.com); and (iv) those who have formally appeared and requested service in this case under Rule 2002 of the Federal Rules of Bankruptcy Procedure. All objections not timely filed and served in accordance with the provisions set forth above are hereby deemed waived and will not be considered by the Court.

## RELEASE OF CHANNELED CLAIMS, EXCULPATION, AND INJUNCTION PROVISIONS

**Release by Holders of Channeled Claims.** The release and injunction provisions set forth in Article XII of the Joint Plan are an integral part of the Debtor's overall restructuring efforts and are an essential element in obtaining the Protected Parties' and Settling Insurers' support for the Joint Plan. If one or more Class 5 Abuse Claimants withhold consent to the releases and Channeling Injunction contemplated under the Joint Plan, a condition to the Effective Date will not be satisfied and the Joint Plan may fail, which could jeopardize recoveries for all Class 5 Abuse Claimants and Class 6 Unknown Abuse Claimants. ***The Official Committee of Unsecured Creditors recommends that all Class 5 Abuse Claimants and Class 6 Unknown Abuse Claimants elect to be treated as Consenting Class 5 Claimants or Consenting Class 6 Unknown Abuse Claimants, as applicable.***

Article XII of the Joint Plan contains the following Release, Injunction, and Exculpation provisions:

**A. Release by Debtor of Claims Against Protected Parties and Settling Insurers (Section 12.3.8 of the Joint Plan)**

***Except for obligations arising under any executory contract assumed by the Reorganized Debtor, obligations under any settlement agreement (including, for the avoidance of doubt, any Insurance Settlement Agreement), and any Claims excepted from exculpation and discharge, the Debtor, the Reorganized Debtor, and the Estate, waive, release, settle, and compromise on the Effective Date any and all Claims or causes of action of every kind and nature that the Debtor, the Reorganized Debtor, or the Estate have or may have against a Protected Party or Settling Insurer Releasee, including without limitation, Avoidance Actions, and any Claim that such Protected Party or Settling Insurer Releasee or its assets are a part of, or are owned by, the Debtor or the Estate. No such Claim will survive the Effective Date or be deemed to be assigned to the Trust. Nothing in the foregoing or otherwise contained in the Joint Plan is intended to affect, diminish, or impair any releases in a Bankruptcy Court-approved agreement with a Protected Party or Settling Insurer (including, for the avoidance of doubt, any Insurance Settlement Agreement).***

**B. Release by Holders of Channeled Claims (Section 12.3.9 of the Joint Plan)**

***Except for obligations arising under any executory contract assumed and assigned to the Reorganized Debtor, obligations arising under the Joint Plan, and, solely with respect to the Debtor and the Protected Parties, Abuse Claims subject to delayed discharge in accordance with Section 12.1.4 above, on the Effective Date, each of the Protected Parties, the Committee, the Trust, and each Consenting Class 5 and Class 6 Claimant shall be deemed to waive and release any and all Claims and causes of action of every kind and nature that they may have against each other, except that Class 5 and 6 Abuse Claimants shall not waive their rights to distributions under the Trust in accordance with the Joint Plan and the Trust***

*Documents, and shall be deemed to release their Abuse Claims against the Debtor and the Protected Parties as of the applicable Abuse Claim Discharge Date; provided, however, that prior to their release any such Abuse Claims shall only be enforceable and compensable pursuant to the terms of the Joint Plan and Plan Documents.*

**C. Mutual Releases (Section 12.4 of the Joint Plan)**

*Except for obligations arising under any executory contract assumed and assigned to the Reorganized Debtor, obligations arising under the Joint Plan, and, solely with respect to the Debtor and the Protected Parties, Abuse Claims subject to delayed discharge in accordance with Section 12.1.4 of the Joint Plan, on the Effective Date, each of the Protected Parties, the Committee, the Trust, and each Consenting Class 5 and Class 6 Claimant shall be deemed to waive and release any and all Claims and causes of action of every kind and nature that they may have against each other, except that Class 5 and 6 Abuse Claimants shall not waive their rights to distributions under the Trust in accordance with the Joint Plan and the Trust Documents, and shall be deemed to release their Abuse Claims against the Debtor and the Protected Parties as of the applicable Abuse Claim Discharge Date; provided, however, that prior to their release any such Abuse Claims shall only be enforceable and compensable pursuant to the terms of the Joint Plan and Plan Documents.*

**D. Releases in Insurance Settlement Agreements (Section 12.4.1 of the Joint Plan)**

*Consenting Class 5 and Class 6 Claimants shall be deemed to waive, release, and discharge any and all Claims and causes of action of every kind and nature that they may have against a Settling Insurer on the date such Settling Insurer irrevocably remits in good funds the Insurance Settlement Amount due under such Settling Insurer's Insurance Settlement Agreement. The releases in the Insurance Settlement Agreements are hereby fully incorporated in the Joint Plan by reference and are adopted and ratified in all respects, and the Confirmation Order shall adopt and ratify all such releases. For the avoidance of doubt, but without limiting the generality of the foregoing, the Confirmation Order shall provide that all such releases are binding upon the Debtor, the Reorganized Debtor, the Protected Parties (as applicable), the Trust, Trust Administrator, and Unknown Abuse Claims Representative.*

**E. Releases of Claims Against Debtor and Non-Debtor Affiliates (Section 12.8 of the Joint Plan.)**

**Consenting Class 5 and Class 6 Claimants shall be deemed to waive, release, and discharge any and all Claims and causes of action for Alter Ego Liability and any right to assert Substantive Consolidation as to the Debor and the Non-Debtor Affiliates. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims and controversies, as well as a finding by the Bankruptcy Court that such compromises or settlements are in the best interests of the Debtor, its Estate, and holders of such Claims, and are fair, equitable, and reasonable.**

**Injunction Against Interference with the Joint Plan (Section 12.3.1)**

*Upon entry of the Confirmation Order, all Holders of Claims and all Non-Settling Insurers shall be precluded and enjoined from taking any actions to interfere with the implementation and consummation of the Joint Plan. On the Effective Date, the injunctions provided for in the Joint Plan shall be deemed issued, entered, valid, and enforceable according to their terms. The injunctions shall be permanent and irrevocable and are not subject to vacatur or modification.*

**F. Channeling Injunction (Section 12.3.3 of the Joint Plan)**

***This provision shall be referred to as the "Channeling Injunction." Except as provided in the Joint Plan for the treatment of Consenting Class 5 Litigation Claims, in consideration of the undertakings of the Released Parties (including, where applicable, their respective settlements with the Debtor and/or Trust), their contributions to the Trust, other consideration, and to further preserve and promote the agreements between and among the Released Parties, the Trust Administrator and the Unknown Abuse Claimants Representative, and the protections afforded the Released Parties, and pursuant to sections 105, 1123 and 1129 of the Bankruptcy Code:***

***(a) All Abuse Claims and Unknown Abuse Claims against the Debtor are channeled into the Trust;***

***(b) All Abuse Claims and Unknown Abuse Claims held by Consenting Class 5 and Class 6 Claimants against the other Released Parties are channeled into the Trust;***

***(c) All other Channeled Claims are channeled into the Trust;***

***(d) All Entities that have held or asserted, hold or assert, or may in the future hold or assert, any Channeled Claim are hereby permanently stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, for the purposes of asserting, enforcing, or attempting to assert or enforce any Channeled Claim, including:***

> ***(i) Commencing or continuing in any manner any suit, action or other proceeding of any kind with respect to any Channeled Claim against any of the Released Parties, or against any property or assets of any of the Released Parties;***
>
> ***(ii) Enforcing, attaching, collecting or recovering, or seeking to accomplish any of the foregoing, by any manner or means, any judgment, award, decree, or order with respect to any Channeled Claim from any of the Released Parties, or against any property or assets of any of the Released Parties;***
>
> ***(iii) Creating, perfecting or enforcing against any Released Party or the property or assets of any Released Party any Lien of any kind relating to any Channeled Claim;***
>
> ***(iv) Asserting, implementing, or effectuating any Channeled Claim against:***
>
> > **(1)** ***Any obligation due any of the Released Parties;***
> >
> > **(2)** ***Any of the Released Parties; or***
> >
> > **(3)** ***The property of any of the Released Parties; and***
>
> ***(v) Asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against an obligation due to any of the Released Parties or the property of any of the Released Parties.***

***This Channeling Injunction is an integral part of the Joint Plan and is essential to the Joint Plan's consummation and implementation. The channeling of Channeled Claims as provided above shall inure to the benefit of the Released Parties. In a successful action to***

*enforce the Channeling Injunction in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and hearing.*

**G. Limited Exceptions to the Channeling Injunction (Section 12.3.2 of the Joint Plan)**

*The injunction set forth in Section 12.3.3 shall not apply to prevent a Non-Consenting Class 5 Claimant or a Non-Consenting Class 6 Claimant from asserting any Claim they may have against any Protected Parties or Non-Settling Insurers in accordance with, and subject to, the terms and provisions of the Joint Plan.*

*The injunction set forth in Section 12.3.3 shall not prevent Consenting Class 5 Litigation Claimants from naming the Debtor, the Reorganized Debtor or any Protected Party in any litigation or other proceeding to resolve whether the Debtor, the Reorganized Debtor or any Protected Party has liability for Abuse Claims and the amount of any such liability, solely for the purpose of pursuing Coverage Claims against Non-Settling Insurers.*

**H. Settling Insurer Injunction (Section 12.3.5 of the Joint Plan)**

*In consideration of the undertakings of the Settling Insurers pursuant to their respective Insurance Settlement Agreements, including the payment of each Settling Insurer's Insurance Settlement Amount, and the Settling Insurers' purchase of Settling Insurer Policies and Related Insurance Claims free and clear of all Claims and Interests under section 363(f) of the Bankruptcy Code, and pursuant to sections 105, 363, 1123 and 1129 of the Bankruptcy Code, the Joint Plan hereby incorporates by reference, adopts, and endorses (and the Confirmation Order shall adopt and endorse) the Settling Insurer Injunction set forth in the Insurance Settlement Approval Order(s) in all respects.*

**I. Gatekeeper Injunction (Section 12.3.6 of the Joint Plan)**

*To the extent permitted by law, and subject in all respects to Section 12.3.2 of the Joint Plan, no Enjoined Party may commence or pursue against any Released Party (a) an Abuse Claim or (b) any other Claim or cause of action that arose, arises from, or is related to an Abuse Claim, the Chapter 11 Case, the negotiation of the Joint Plan, the administration of the Joint Plan or property to be distributed under the Joint Plan, the wind-down or reorganization of the business of the Debtor, the administration of the Trust, or the transactions in furtherance of the foregoing without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or cause of action represents a colorable Claim against a Released Party and (ii) subject in all respect to the Channeling Injunction and Settling Insurer Injunction, specifically authorizing such Enjoined Party to bring such Claim or cause of action against any such Released Party. The Bankruptcy Court will have jurisdiction to determine whether a Claim or cause of action is colorable and, to the extent legally permissible and as provided for in Article XIII of the Joint Plan, have jurisdiction to adjudicate the underlying colorable Claim or cause of action. For the avoidance of doubt, the Gatekeeper Injunction does not apply to Claims commenced for the purpose of seeking recovery from Non-Settling Insurers.*

**J. Permanence**

*All injunctions and stays provided under the Joint Plan are permanent, remain in full force and effect following the Effective Date, and are not subject to being vacated or modified.*

### K. **Exculpation Provision**

An exculpatory clause in a Chapter 11 plan is a provision that shields key stakeholders—such as debtors, creditors' committees, lenders, and their professionals—from liability for actions taken during the bankruptcy case. Section 12.2 of the Joint Plan provides for the exculpating or limiting the liability of certain parties, including the Debtor, the Reorganized Debtor, the Committee, and other parties. The Exculpation Clause may affect the rights, Claims, and/or Causes of Action of Holders of Claims, including Holders of Abuse Claims, in relation to the exculpated parties.

***The exculpation states that from and after the Effective Date, the Exculpated Parties will not have or incur any liability for any act or omission that occurred between the Petition Date and the Effective Date in connection with the Chapter 11 Case, or in connection with formulating, negotiating, or pursuing confirmation of the Joint Plan. The only exception is for claims arising from gross negligence, willful misconduct, fraud, or breach of the fiduciary duty of loyalty, as determined by a final order of a court of competent jurisdiction. In other words, no one can sue these parties for their conduct during the bankruptcy process unless it rises to the level of truly egregious behavior.***

***The "Excluded Parties," receiving the benefit of the exculpation clause are defined as: (i) the Debtor; (ii) the Reorganized Debtor; (iii) the Debtor's Professionals; (iv) the Definitorium (solely in its capacity as an oversight board of the Debtor); (v) the Committee; (vi) the Committee's Professionals; (vii) the Mediator; and (viii) the Protected Parties as defined by Section 2.2.117 of the Joint Plan—provided that no Excluded Party may be an Exculpated Party. An Excluded Party includes any individual who personally committed an act of Abuse that resulted or would result in an Abuse Claim against the Debtor or any Protected Party, any religious order or other Entity that is an Affiliate of or associated with the Roman Catholic Church (other than the Debtor, the Reorganized Debtor, and the Protected Parties), and the Holy See.***

**<u>Class 5 Abuse Claimants</u>.** If a Class 5 Abuse Claimant wishes to be treated as a Consenting Class 5 Claimant and wishes to receive the maximum amount of distributions available to such Claimant under the Joint Plan and consents to the release and injunction provisions in the Joint Plan, such Class 5 Claimant must: (i) submit a Class 5 Abuse Claim Ballot affirmatively consenting to the releases and injunctions contemplated in this Joint Plan by checking the appropriate box in the Abuse Claim Ballot; (ii) return a Class 5 Abuse Claim Ballot but fail to check the appropriate box withholding consent to having their Abuse Claim(s) against the Protected Parties and the Settling Insurers released and enjoined under the Channeling Injunction and release provisions of this Joint Plan; or (iii) execute a Consenting Class 5 Claim Release Agreement.

If a Class 5 Abuse Claimant wishes to be treated as a Non-Consenting Class 5 Claimant and to receive a Distribution limited to that portion of Trust Assets funded by the Debtor Cash Contribution and Settling Insurer Contribution under the Joint Plan, but retain their right to assert any Claim such holder may have against any Protected Party and Non-Settling Insurers in accordance with, and subject to, the terms and provisions of the Joint Plan, such holder must: (i) submit a Class 5 Abuse Claim Ballot; and (ii) execute a Non-Consenting Class 5 Release Agreement and not affirmatively consent to the Channeling Injunction and releases provided for in the Joint Plan with respect to the Protected Parties and Settling Insurers as set forth in Section 3.3.3.3 of the Joint Plan or any Order of the Bankruptcy Court setting forth the requirements for being a Consenting or Non-Consenting Class 5 Claimant. A Non-Consenting Class 5 Claimant may become a Consenting Class 5 Claimant by means of the procedure set forth in Section 3.3.3.3(d) of the Joint Plan.

**Class 6 Unknown Abuse Claimants.** The Unknown Abuse Claimants Representative shall elect on behalf of all, but not less than all, Unknown Abuse Claimants to treat Unknown Abuse Claims as either Consenting Class 6 Claims or Non-Consenting Class 6 Claims by casting an Abuse Claim Ballot prior to the Voting Deadline making such election. Consent shall be conclusively presumed if the Unknown Abuse Claimants Representative (i) submits an Abuse Claim Ballot consenting to the releases and injunctions contemplated in this Plan by checking the appropriate box in the Abuse Claim Ballot or returns an Abuse Claim Ballot but fails to elect the treatment of Class 6 Claims.

Dated: July 1, 2026

**BINDER MALTER HARRIS & ROME-BANKS LLP**

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