

Zev Shechtman (Bar No. 266280)
zev.shechtman@saul.com
Jeffrey Hampton (admitted pro hac vice)
jeffrey.hampton@saul.com
Turner N. Falk (admitted pro hac vice)
turner.falk@saul.com
Mariam Khoudari (admitted pro hac vice)
mariam.khoudari@saul.com
SAUL EWING LLP
1888 Century Park East, Suite 1500
Los Angeles, California 90067
Telephone: (310) 255-6100
Facsimile: (310) 255-6200

Attorneys for Hronis, Inc. and
affiliated Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA
FRESNO DIVISION**

In re

HRONIS, INC., a California corporation,
et al.,

Debtors in Possession

Affects:

- ☒ ALL DEBTORS
- ☐ HRONIS, INC., a California corporation
- ☐ HRONIS CAPITAL ASSETS, LP, a California limited partnership
- ☐ HRONIS CAPITAL MANAGEMENT, LLC, a California limited liability company
- ☐ HRONIS CITRUS, LLC, a California limited liability company
- ☐ HRONIS FARMING, LP, a California limited partnership
- ☐ HRONIS FRUIT COMPANY LLC, a California limited liability company
- ☐ HRONIS LAND COMPANY, a California general partnership
- ☐ HRONIS RANCH, LLC, a California limited liability company
- ☐ HRONIS RESOURCE MANAGEMENT,

Case No. 1:26-bk-10978

Chapter 11

(Jointly Administered with Case Nos. 1:26-bk-10979, 1:26-bk-10980, 1:26-bk-10981, 1:26-bk-10982, 1:26-bk-10983, 1:26-bk-10984, 1:26-bk-10986, 1:26-bk-10987, and 1:26-bk-10988)

**NOTICE OF (I) DEADLINE FOR
CASTING VOTES TO ACCEPT OR
REJECT THE DEBTORS' COMBINED
CHAPTER 11 PLAN AND DISCLOSURE
STATEMENT, AND (II) HEARING TO
CONSIDER CONFIRMATION OF PLAN**

Date: August 11, 2026

Time: 9:30 a.m. (PT)

Place: U.S. Bankruptcy Court
2500 Tulare Street
Fresno, CA 93721
Courtroom 13 (5th Floor)

Judge: Hon. René Lastreto II

LLC, a California limited liability company

☐ THE HRONIS FAMILY LIMITED PARTNERSHIP, a California limited partnership

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. ***Deadline for Voting on the Plan.*** The Court has established **August 5, 2026 at 5:00 p.m. (Prevailing Pacific Time)** (the “**Voting Deadline**”) as the deadline by which Ballots accepting or rejecting the *Debtors’ Combined Chapter 11 Plan and Disclosure Statement* (as may be amended, modified and/or supplemented, collectively, the “**Plan**”) must be received. Only holders of Claims in Classes 3 (Prepetition Lender Secured Claim), 4(a) (Sun Pacific Undersecured Claim), 4(b) (DLP Funding Undersecured Claim), 4(c) (Peter Hronis Undersecured Claim), and 5 (General Unsecured Claims) under the Plan are entitled to vote on the Plan and will receive Ballots to cast such votes. To be counted, Ballots must be properly executed, completed, and delivered to the Voting Agent at the address provided for herein, or submitted via the E-Balloting Portal (as defined below), so as to be received by the Voting Agent no later than the Voting Deadline, unless extended by the Debtors. Ballots will be accepted in paper form by delivering the Ballot by first-class mail postage prepaid, personal delivery or overnight courier to the Voting Agent at:

If Voting By First Class Mail, Return a hard copy of the completed and signed Ballot to:

Hronis Inc., *et al.*
c/o Donlin Recano & Company, Inc.
Attn: Voting Department
P.O. Box 2053
New York, NY 10272-2042

If Voting By Overnight Mail or Hand Delivery, Return a hard copy of the completed and signed Ballot to:

Donlin, Recano & Company, LLC
C/O Angeion Group
Re: Hronis, Inc., *et al.*
200 Vesey Street, 24th Floor
New York, NY 10281

Ballots may, alternatively, be submitted via an electronic Ballot through the Voting Agent’s online electronic Ballot submission portal (the “**E-Balloting Portal**”) pursuant to the instructions in the Ballot by no later than the Voting Deadline. The Voting Agent’s E-Balloting Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Any failure to follow the voting instructions included with the Ballot may disqualify a Ballot and vote. Ballots cast by facsimile or other electronic transmission, except through the E-Balloting Portal, will not be counted.

2. Holders of Unclassified Claims (i.e. Administrative Claims, Professional Fee Claims and Priority Tax Claims), Unimpaired Claims under the Plan (i.e., Classes 1 (Priority Non-

Tax Claims) and 2 (PACA Claims)) and Classes that are deemed to reject the Plan (i.e., Classes 6 (Intercompany Claims) and 7 (Equity Interests)) are not entitled to vote on the Plan.

3. ***Confirmation Hearing.*** A hearing to consider the confirmation of the Plan and for such other and further relief as may be just or proper (the “**Confirmation Hearing**”) will be held on **August 11, 2026 at 9:30 a.m. (PT)** before the Honorable René Lastreto II, United States Bankruptcy Court for the Eastern District of California (the “**Bankruptcy Court**”), 2500 Tulare Street Fresno, CA 93721 (which hearing may be held remotely). The Confirmation Hearing may be continued by the Debtors from time to time without further notice to holders of Claims or Interests or other parties in interest other than the announcement of the adjourned date(s) at the Confirmation Hearing or any continued hearing or on the applicable hearing agenda or a notice filed with the Bankruptcy Court. The Plan may be modified in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Plan and other applicable law, without further notice, prior to or as a result of the Confirmation Hearing. If the Bankruptcy Court enters an order confirming the Plan, section 1141 of the Bankruptcy Code shall become applicable with respect to the Plan and the Plan shall be binding on all parties to the fullest extent permitted by the Bankruptcy Code.

4. ***Deadline for Objections to Confirmation of the Plan.*** Objections, if any, to confirmation of the Plan, must (i) be in writing; (ii) state the name, address, and nature of the Claim or Interest of the objecting or responding party; (iii) state with particularity the legal and factual basis and nature of any objection or response; and (iv) be filed with the Clerk of the Bankruptcy Court, 2500 Tulare Street Fresno, CA 93721, and served on the following parties so as to be actually received **before July 28, 2026**: (a) counsel for the Debtors, Saul Ewing LLP, 1888 Century Park East, Suite 1500, Los Angeles, California 90067 (Attn: Jeffrey C. Hampton, Zev Shechtman, and Turner N. Falk, Esq.) (Jeffrey.hampton@saul.com, zev.shechtman@saul.com, and turner.falk@saul.com); (b) counsel for the Committee, Raines Feldman Littrell, LLP, 4675 MacArthur Court, Suite 1550 Newport Beach, CA 92660 (Attn: Robert S. Marticello and Stephen M. Mott, Esq.) (rmarticello@raineslaw.com and smott@raineslaw.com) and 30 North LaSalle Street, Suite 3100 Chicago, IL 60602 (Attn: Mark S. Melickian, Esq.) (mmelickian@raineslaw.com); (c) counsel to the Prepetition Lender, Miller Nash LLP, 340 Golden Shore, Suite 450 Long Beach, California 90802 (Attn: Bernie Kornberg, Brianna Morrison, and Andrew Morton, Esq.) (bernie.kornberg@millernash.com, brianna.morrison@millernash.com, and andy.morton@millernash.com), and Royer Cooper Cohen Braunfeld LLC, 1120 Avenue of the Americas, 4th Floor New York, NY 10036 (Attn: Marc Hirschfield and Marc F. Skapof) (mhirschfield@rccblaw.com and mskapof@rccblaw.com); and (d) the United States Trustee, 2500 Tulare Street, Suite 1401 Fresno, CA 93720 (Attn: Peter C. Anderson, Gregory S. Powell, Michael J. Fletcher, and Jared A. Day, Esq.). Objections not timely filed and served shall not be considered and shall be deemed overruled.

5. ***Certain Voting Issues.*** Any party that wishes to challenge the allowance of its Claim for voting purposes shall serve on counsel to the Debtors and file with the Court a motion for an order, pursuant to Bankruptcy Rule 3018(a), temporarily allowing such Claim in a different amount or classification for purposes of voting to accept or reject the Plan **on or before July 27, 2026**.

6. **RELEASE, INJUNCTION AND EXCULPATION PROVISIONS IN THE PLAN.** Article XII of the Plan contains certain release, injunction, and exculpation provisions.

You are encouraged to carefully review the Plan, including these provisions, since your rights may be affected, regardless of whether you are Unimpaired or Impaired under the Plan. These release, injunction and exculpation provisions are as follows:

A. Exculpation and Limitation of Liability

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, EACH OF THE EXCULPATED PARTIES SHALL NOT BE LIABLE FOR ANY CLAIM, ACTION, PROCEEDING, CAUSE OF ACTION, SUIT, ACCOUNT, CONTROVERSY, AGREEMENT, PROMISE, RIGHT TO LEGAL REMEDIES, RIGHT TO EQUITABLE REMEDIES, RIGHT TO PAYMENT OR CLAIM (AS DEFINED IN SECTION 101(5) OF THE BANKRUPTCY CODE), WHETHER KNOWN, UNKNOWN, REDUCED TO JUDGMENT, NOT REDUCED TO JUDGMENT, LIQUIDATED, UNLIQUIDATED, FIXED, CONTINGENT, MATURED, UNMATURED, DISPUTED, UNDISPUTED, SECURED OR UNSECURED AND WHETHER ASSERTED OR ASSERTABLE DIRECTLY OR DERIVATIVELY, IN LAW, EQUITY OR OTHERWISE TO ONE ANOTHER OR TO ANY HOLDER OF A CLAIM OR EQUITY INTEREST, OR ANY OTHER PARTY IN INTEREST, OR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, FINANCIAL ADVISORS, ATTORNEYS, OR ANY OF THEIR SUCCESSORS OR ASSIGNS, FOR ANY ACT OR OMISSION ORIGINATING OR OCCURRING ON OR AFTER THE PETITION DATE THROUGH AND INCLUDING THE EFFECTIVE DATE IN CONNECTION WITH, RELATING TO, OR ARISING OUT OF THE CHAPTER 11 CASES, THE NEGOTIATION AND FILING OF THE PLAN OR ANY PRIOR PLANS, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THE PLAN OR ANY PRIOR PLANS, ANY SALE ORDER, THE CONSUMMATION OF THE PLAN, OR THE ADMINISTRATION OF THE PLAN OR THE PROPERTY TO BE LIQUIDATED AND/OR DISTRIBUTED UNDER THE PLAN, EXCEPT FOR WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR FRAUD AS DETERMINED BY A FINAL ORDER OF A COURT OF COMPETENT

JURISDICTION.

B. Releases

Prepetition Lender Pursuant to Settlement and Stipulation

ON THE EFFECTIVE DATE, PURSUANT TO THE SETTLEMENT, THE DEBTORS (ON BEHALF OF THEMSELVES AND THEIR ESTATES), THE COMMITTEE, THE HRONIS LIQUIDATING TRUST, THE LIQUIDATING TRUSTEE, AND ANY OTHER PERSON SEEKING TO EXERCISE THE DERIVATIVE RIGHTS OF THE ESTATES SHALL RELEASE UNCONDITIONALLY, AND HEREBY ARE DEEMED TO FOREVER RELEASE UNCONDITIONALLY, THE PREPETITION LENDER, MAGNETAR CAPITAL AND ITS AFFILIATES, AND THE PREPETITION LENDER'S AND MAGNETAR CAPITAL'S CURRENT AND FORMER EMPLOYEES, AGENTS, ATTORNEYS, FINANCIAL ADVISORS, OFFICERS DIRECTORS, AND THEIR AFFILIATES, SUBSIDIARIES, PREDECESSORS, SUCCESSORS AND ASSIGNS, AND SUCH ENTITIES' RESPECTIVE HEIRS, EXECUTORS, ESTATES, SERVANTS AND NOMINEES, IN EACH CASE, FROM ANY AND ALL CLAIMS (INCLUDING CLAIMS UNDER CHAPTER 5 OF THE BANKRUPTCY CODE), OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, RIGHTS, CAUSES OF ACTION AND LIABILITIES WHATSOEVER (OTHER THAN THE RIGHT TO ENFORCE THE PERFORMANCE OF THEIR RESPECTIVE OBLIGATIONS, IF ANY, TO THE DEBTORS UNDER THE PLAN, AND THE CONTRACTS, INSTRUMENTS, RELEASES AND OTHER AGREEMENTS DELIVERED UNDER THE PLAN), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, DIRECTLY OR DERIVATIVELY, THEN EXISTING OR THEREAFTER ARISING, IN LAW, EQUITY OR OTHERWISE THAT ARE BASED IN WHOLE OR IN PART ON ANY ACT OR OMISSION, TRANSACTION, EVENT OR OTHER OCCURRENCE TAKING

PLACE ON OR PRIOR TO THE EFFECTIVE DATE IN ANY WAY RELATING TO THE DEBTORS, THE CHAPTER 11 CASES, THE PLAN, THE PREPETITION CREDIT AGREEMENT, THE PREPETITION LOAN DOCUMENTS; PROVIDED, HOWEVER, THAT NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED HEREIN IS INTENDED TO OR SHALL OPERATE AS A RELEASE OF ANY CLAIMS FOR WILLFUL MISCONDUCT OR FRAUD, AS DETERMINED BY A FINAL ORDER OF A COURT OF COMPETENT JURISDICTION.

Other Parties

ON THE EFFECTIVE DATE, THE DEBTORS, ON BEHALF OF THEMSELVES AND THEIR ESTATES, SHALL RELEASE UNCONDITIONALLY, AND HEREBY ARE DEEMED TO FOREVER RELEASE UNCONDITIONALLY THE DEBTORS' RESPECTIVE ADVISORS EMPLOYED OR RETAINED POSTPETITION (INCLUDING THE DEBTORS' CO-CHIEF RESTRUCTURING OFFICERS AND PALADIN), PROFESSIONALS, CONSULTANTS, AND ATTORNEYS, SOLELY IN THEIR RESPECTIVE CAPACITIES AS SUCH, FROM ANY AND ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, RIGHTS, CAUSES OF ACTION AND LIABILITIES WHATSOEVER (OTHER THAN THE RIGHT TO ENFORCE THE PERFORMANCE OF THEIR RESPECTIVE OBLIGATIONS, IF ANY, UNDER THE PLAN, AND THE CONTRACTS, INSTRUMENTS, RELEASES AND OTHER AGREEMENTS DELIVERED UNDER THE PLAN), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, DIRECTLY OR DERIVATIVELY, THEN EXISTING OR THEREAFTER ARISING, IN LAW, EQUITY OR OTHERWISE THAT ARE BASED IN WHOLE OR IN PART ON ANY ACT OR OMISSION, TRANSACTION, EVENT OR OTHER OCCURRENCE TAKING PLACE ON OR PRIOR TO THE EFFECTIVE DATE IN ANY WAY RELATING TO THE DEBTORS, THE

CHAPTER 11 CASES, THE PLAN, THE PREPETITION CREDIT AGREEMENT, THE PREPETITION LOAN DOCUMENTS; PROVIDED, HOWEVER, THAT NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED HEREIN IS INTENDED TO OR SHALL OPERATE AS A RELEASE OF ANY CLAIMS FOR WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR FRAUD, AS DETERMINED BY A FINAL ORDER OF A COURT OF COMPETENT JURISDICTION.

C. Injunction

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS AGAINST OR INTERESTS IN ANY OF THE DEBTORS ARE PERMANENTLY ENJOINED FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST ANY OF THE DEBTORS OR THEIR ESTATES, ANY DEBTOR'S PROPERTY, THE HRONIS LIQUIDATION TRUST, THE LIQUIDATING TRUSTEE, THE PREPETITION LENDER, MAGNETAR CAPITAL AND ITS AFFILIATES, OR THE EXCULPATED PARTIES, ON ACCOUNT OF ANY SUCH CLAIMS OR INTERESTS: (A) ENFORCING, ATTACHING, COLLECTING OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE OR ORDER; (B) CREATING, PERFECTING OR ENFORCING ANY LIEN OR ENCUMBRANCE; (C) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OF ANY KIND AGAINST ANY DEBT, LIABILITY OR OBLIGATION DUE TO ANY DEBTOR; (D) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY ACTION THAT DOES NOT COMPLY WITH OR IS INCONSISTENT WITH THE PROVISIONS OF THE PLAN; AND (E) TAKING ANY ACTION WHICH INTERFERES WITH THE IMPLEMENTATION OR CONSUMMATION OF THE PLAN; PROVIDED, HOWEVER, THAT NOTHING CONTAINED IN THE PLAN SHALL PRECLUDE SUCH PERSONS FROM EXERCISING AND/OR ENFORCING THEIR RIGHTS PURSUANT TO AND

CONSISTENT WITH THE TERMS OF THE PLAN OR THE CONFIRMATION ORDER.

7. **Copies of Documents.** The Disclosure Statement and Plan are on file with the Clerk of the Bankruptcy Court and may be examined by any interested party at the Clerk's office at any time during regular business hours or by accessing the Voting Agent by (a) visiting the Debtors' case website (<https://bankruptcy.angeiongroup.com/Clients/hro/Static/ConfirmationDocuments>); (b) telephoning the Voting Agent at (855) 552-1575 (Toll-Free); or (c) sending a written request to the Voting Agent via e-mail to hronisinfo@angeiongroup.com. In addition, copies of the Disclosure Statement and the Plan may be obtained at or viewed on the Bankruptcy Court's website (<https://www.caeb.uscourts.gov>) by following the directions for accessing the ECF system on such website.

Dated: July 10, 2026

SAUL EWING LLP

By: /s/ Zev Shechtman

Zev Shechtman

Attorneys for Hronis, Inc., et al., Debtors in
Possession