

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

)

) Chapter 11

)

ORBITAL INFRASTRUCTURE GROUP,
INC., *et al.*,¹

)

) Case No. 23-90763 (CML)

)

)

Debtors.

)

) Jointly Administered

)

NOTICE OF NON-VOTING STATUS

PLEASE TAKE NOTICE that, on October 20, 2023, the United States Bankruptcy Court for the Southern District of Texas (the “**Court**”) entered the Conditional Disclosure Statement Order [Docket No. 239] that, among other things, conditionally approved the Disclosure Statement contained in the *Combined Disclosure Statement and Joint Chapter 11 Plan of Liquidation of Orbital Infrastructure Group, Inc. et al.* [Docket No. 228] (as it may be amended, modified, or supplemented from time to time in accordance with the terms thereof (including all appendices, exhibits, schedules, and supplements (including any Plan Supplements) thereto), the “**Combined DS and Plan**,” the “**Disclosure Statement**,” or the “**Plan**,” as applicable)² for use by the Debtors in soliciting acceptances or rejections to the Plan from Holders of Impaired Claims entitled to receive distributions under the Plan.

PLEASE TAKE FURTHER NOTICE THAT, UNDER THE TERMS OF THE PLAN, YOUR CLAIM(S) AGAINST AND/OR EQUITY INTEREST(S) IN THE DEBTORS IS (ARE) NOT ENTITLED TO VOTE ON THE PLAN. CLAIMS IN CLASS 1 (OTHER SECURED CLAIMS) AND CLASS 2 (OTHER PRIORITY CLAIMS) ARE UNIMPAIRED AND DEEMED TO ACCEPT THE PLAN. CLAIMS IN CLASS 4 (SUBORDINATED CLAIMS) AND CLASS 5 (INTERCOMPANY CLAIMS), AND INTERESTS IN CLASS 6 (INTERCOMPANY INTERESTS) AND CLASS 7 (INTERESTS IN ORBITAL) ARE IMPAIRED AND DEEMED TO REJECT THE PLAN. You may wish to seek independent legal advice concerning the Combined DS and Plan and the classification and treatment of your Claim thereunder. No Person or other Entity has been authorized to give any information or advice, or to make any representation, other than what is included in the

¹ The Debtors in the Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number, are: Orbital Infrastructure Group, Inc. (3284); Orbital Gas Systems, North America, Inc. (7018); Orbital Power, Inc. (6341); Orbital Solar Services, LLC (1156); and Eclipse Foundation Group, Inc. (5575). The location of the Debtors’ service address is: 5444 Westheimer Road, Suite 1650, Houston, TX 77056.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Combined DS and Plan or the Conditional Disclosure Statement Order (including the Solicitation and Tabulation Procedures attached thereto), as applicable. Copies of those documents and additional information about the Chapter 11 Cases can be accessed free of charge on the Case Information Website (<https://www.donlinrecano.com/Clients/oig/Index>).

Combined DS and Plan or the materials accompanying this notice. If you have any questions about the status of your Claim or Interest, please contact the Solicitation Agent via email at oiginfo@drc.equiniti.com, or via telephone at +1-866-853-1834 (toll-free in the U.S. and Canada) or +1-212-771-1128 (international).

PLEASE TAKE FURTHER NOTICE THAT YOU WILL NOT BE SERVED WITH A COPY OF THE CONDITIONAL DISCLOSURE STATEMENT ORDER OR THE COMBINED DS AND PLAN. If you wish to review copies such documents, if you received your Notice of Non-Voting Status via email and desire paper copies (or vice versa), if you received your Notice of Non-Voting Status in paper form but the Opt-Out Form is either missing or damaged, or if you need to obtain additional Opt-Out Forms, you may obtain copies at no charge by (a) accessing the Case Information Website (<https://www.donlinrecano.com/Clients/oig/Index>) or (b) contacting the Solicitation Agent via the methods set forth above. Please contact the Solicitation Agent via those same methods if you have any questions on how to properly complete or submit an Opt-Out Form. **The Solicitation Agent cannot and will not provide legal advice. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE COURT.**

PLEASE TAKE FURTHER NOTICE that, if you wish to challenge the Debtors' classification of your claim, you must file and serve on the Debtors a Rule 3018 Motion for temporary allowance, pursuant to Bankruptcy Rule 3018(a), requesting that the Court temporarily allow your Claim in a different amount or with a different classification for purposes of voting to accept or reject the Plan. Rule 3018 Motions must be filed five days after the later of (a) service of the Combined Hearing Notice or (b) if such Rule 3018 Motion relates to a Disputed Claim, the date on which such Claim became a Disputed Claim. Unless and until your Claim is temporarily allowed in a different amount or with a different classification for purposes of voting to accept or reject the Plan pursuant to an order of the Court entered prior to the Voting Deadline after notice and a hearing, any Opt-Out Form you submit may not be counted, without regard to the amount sought to be allowed or the classification sought to be applied in any Rule 3018 Motion.

PLEASE TAKE FURTHER NOTICE THAT, UPON CONFIRMATION OF THE PLAN, ANY NON-VOTING PARTY WILL BE DEEMED TO HAVE GRANTED THE RELEASES SET FORTH IN ARTICLE XII OF THE PLAN. ALL HOLDERS OF CLAIMS IN NON-VOTING CLASSES THAT DO NOT ELECT TO OPT OUT OF SUCH PROVISIONS BY PROPERLY AND TIMELY RETURNING THE ATTACHED OPT-OUT FORM, OR SUBMITTING ONE THROUGH THE E-OPT-OUT LINK ON THE CASE INFORMATION WEBSITE (<https://www.donlinrecano.com/Clients/oig/index>), WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES.

PLEASE TAKE FURTHER NOTICE THAT, TO BE CONSIDERED, OPT-OUT FORMS MUST BE SUBMITTED VIA THE E-OPT-OUT PORTAL ON THE CASE INFORMATION WEBSITE, OR THIS OPT-OUT FORM MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT, BY NOVEMBER 21, 2023, AT 4:00 P.M. (PREVAILING CENTRAL TIME) (THE "OPT-OUT DEADLINE"), UNLESS EXTENDED BY THE

DEBTORS. HOLDERS ARE STRONGLY ENCOURAGED TO CONSIDER SUBMITTING THEIR OPT-OUT FORM VIA THE E-OPT-OUT PORTAL.

PLEASE TAKE FURTHER NOTICE that a Combined Hearing on the final approval of the Disclosure Statement and Confirmation of the Plan will commence on **November 28, 2023, at 1:00 p.m. (prevailing Central Time)**, in the United States Bankruptcy Court for the Southern District of Texas before the Honorable Christopher M. Lopez, Courtroom 401, at 515 Rusk Street, Houston, Texas 77002. Please be advised that the Combined Hearing may be continued from time to time by the Court or the Debtors without further notice other than by such continuance being announced in open court or by a notice of continuance or reset being filed with the Court and served on parties entitled to notice under Bankruptcy Rule 2002 or otherwise. In accordance with the Plan and the Conditional Disclosure Statement Order, the Plan may be modified, if necessary, before, during or as a result of the Combined Hearing without further action by the Debtors and without further notice to or action, order, or approval of the Court or any other Entity.

PLEASE TAKE FURTHER NOTICE that the Court has established **4:00 p.m. (prevailing Central Time) on November 21, 2023**, as the deadline for filing and serving objections to final approval of the Disclosure Statement and Confirmation of the Plan (the **“Combined DS and Plan Objection Deadline”**). Any objection to the Plan must: (a) be in writing, in English, and in text-searchable format, (b) comply with the Bankruptcy Code, Bankruptcy Rules, Local Rules, and Complex Procedures, (c) state, with specificity, the legal and factual bases thereof, (d) be filed with the Court no later than the Combined DS and Plan Objection Deadline, and (e) be served on (i) the U.S. Trustee, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Jayson B. Ruff and Vianey Garza; (ii) counsel to the Debtors, Haynes and Boone, LLP, 1221 McKinney Street, Suite 4000, Houston, Texas 77010, Attn: Steven M. Pezanosky, Arsalan Muhammad, Kourtney Lyda and David A. Trausch; (iii) proposed counsel to the Committee, White & Case LLP, 609 Main Street, Suite 2900, Houston, Texas 77002, Attn: Charles Koster and Ronald Gorsich; (iv) counsel to the Ad Hoc Group of Front Line Lenders (as defined in the Final DIP Order³), (X) Norton Rose Fulbright US LLP, 1301 McKinney Street, Suite 5100, Houston, Texas 77010, Attn: Jason L. Boland and Julie Goodrich Harrison and (Y) Davis Polk & Wardwell, LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Angela Libby, Joshua Sturm and Joseph W. Brown; (v) counsel to Streeterville Capital, LLC, Parsons Behle & Latimer, 201 S. Main Street, Suite 1800, Salt Lake City, Utah 84111, Attn: Brian M. Rothschild and Simeon J. Brown; and (vi) counsel to Kurt and Audrey Johnson, Kane Russell Coleman Logan PC, 901 Main Street, Suite 5200, Dallas, Texas 75202, Attn: Joseph M. Coleman, Kyle Woodard and William Hotze.

PLEASE TAKE FURTHER NOTICE that if the Plan is confirmed by the Court, all Holders of Claims against and Interests in the Debtors (including those Holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

³ The **“Final DIP Order”** shall mean the *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* [Docket No. 138].

PLEASE TAKE FURTHER NOTICE that there may be changes made to the Plan that do not cause material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors may not resolicit votes for acceptance or rejection of the Plan. Any other changes to the Combined DS and Plan shall be subject to Article XIII.F thereof.

PLEASE TAKE FURTHER NOTICE that if the Debtors revoke or withdraw the Plan, the Confirmation Order is not entered, or consummation of the Plan does not occur, your Opt-Out Form shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.

Dated: October 20, 2023
Houston, Texas

By: /s/ Arsalan Muhammad
Charles A. Beckham, Jr. (TX Bar No. 02016600)
Arsalan Muhammad (TX Bar No. 24074771)
Kourtney Lyda (TX Bar No. 24013330)
David Trausch (TX Bar No. 24113513)
HAYNES AND BOONE, LLP
1221 McKinney Street, Suite 4000
Houston, Texas 77010
Telephone: (713) 547-2000
Facsimile: (713) 547-2600
Email: charles.beckham@haynesboone.com
Email: arsalan.muhammad@haynesboone.com
Email: kourtney.lyda@haynesboone.com
Email: david.trausch@haynesboone.com

– and –

Stephen M. Pezanosky (TX Bar No. 15881850)
Thomas J. Zavala (TX Bar No. 24116265)
HAYNES AND BOONE, LLP
2801 N. Harwood Street, Suite 2300
Dallas, TX 75201
Telephone: (214) 651-5000
Facsimile: (214) 651-5940
Email: stephen.pezanosky@haynesboone.com
Email: tom.zavala@haynesboone.com

Counsel to the Debtors

INSTRUCTIONS FOR COMPLETING THE OPT-OUT FORM

THE DEADLINE TO OPT OUT OF THE RELEASES CONTAINED IN THE PLAN IS NOVEMBER 21, 2023, AT 4:00 P.M. (PREVAILING CENTRAL TIME).

ABSENT THE WRITTEN CONSENT OF THE DEBTORS, ALL OPT-OUT FORMS MUST BE PROPERLY COMPLETED, EXECUTED, AND DELIVERED ACCORDING TO THE INSTRUCTIONS HEREIN AND THE SOLICITATION AND TABULATION PROCEDURES SO THAT SUCH FORMS ARE ACTUALLY RECEIVED BY THE SOLICITATION AGENT NO LATER THAN THE OPT-OUT DEADLINE.

You can opt out electronically by visiting the Case Information Website maintained by the Solicitation Agent (<https://www.donlinrecano.com/Clients/oig/Index>), clicking on the “E-Opt-Out” section, and following the prompts and directions. To access and submit your electronic Opt-Out Form, you will need to enter your unique E-Opt-Out ID#: _____. Please complete and submit an electronic Opt-Out Form for each E-Opt-Out ID# you receive, as applicable. Holders who submit an electronic Opt-Out Form using the online portal should NOT also submit a paper Opt-Out Form. The E-Opt-Out portal is the only approved method to submit Opt-Out Forms electronically, and Holders who wish to submit an Opt-Out Form are strongly encouraged to consider submitting their Opt-Out Forms via the E-Opt-Out portal. Opt-Out Forms delivered by email, facsimile, or any other electronic means may not be considered.

If you choose to submit via this paper Opt-Out Form, you must deliver, prior to the Opt-Out Deadline, an original, complete, and executed Opt-Out Form directly to the Solicitation Agent as follows:¹

If by First-Class Mail:	If by Hand Delivery or Overnight Mail:
Orbital Infrastructure Group, Inc. Balloting Center c/o Donlin Recano & Company, Inc. Attn: Voting Department P.O. Box 199043 Blythebourne Station Brooklyn, NY 11219	Donlin, Recano & Company, Inc. C/O Equiniti Attn: Orbital Infrastructure Group, Inc. Balloting Center 48 Wall Street, 22nd Floor New York, NY 10005

1. If the “opt-out” box is not checked, or the Opt-Out Form is otherwise not properly completed, executed, or timely returned, then the Opt-Out Form may not be considered.
2. If you are completing this Opt-Out Form on behalf of another Person or other Entity, indicate your relationship with such Person or other Entity and the capacity in which you

¹ If you wish to receive acknowledgement of the Claims and Solicitation Agent’s receipt of an Opt-Out Form delivered in this manner, you also must submit to the Claims and Solicitation Agent by the Opt-Out Deadline and concurrently with submitting your Opt-Out Form, a copy of the original Opt-Out Form and a self-addressed, stamped return envelope.

are signing and submit satisfactory evidence of your authority to so act (*e.g.*, a power of attorney or a certified copy of board resolutions authorizing you to so act).

3. Review the certifications contained in the Opt-Out Form and provide all the information requested therein.
4. In accordance with the Tabulation Procedures, any Opt-Out Form that is illegible, contains insufficient information to identify the Holder or is otherwise incomplete, **or is unsigned** may not be considered.
5. If you submit more than one Opt-Out Form prior to the Opt-Out Deadline, only the latest-dated, properly completed, and otherwise valid Opt-Out Form timely received will be deemed to reflect the Holder's intent and, thus, will supersede any prior valid Opt-Out Form.

Opt-Out Form

Please be advised that Article XII of the Plan contains the following release, exculpation, and injunction provisions:

A. Compromise and Settlement of Claims and Controversies

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the Distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any Distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and the Holders of Claims and Interests and is fair, equitable, and reasonable.

B. Releases

1. Releases by the Debtors

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE PLAN OR CONFIRMATION ORDER, PURSUANT TO SECTION 1123(B) OF THE BANKRUPTCY CODE, IN EXCHANGE FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, ON AND AFTER THE EFFECTIVE DATE, EACH RELEASED PARTY IS, AND IS DEEMED TO BE, HEREBY CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED BY THE DEBTORS AND THEIR ESTATES, IN EACH CASE ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND REPRESENTATIVES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF ANY OF THE DEBTORS OR THEIR ESTATES THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS (INCLUDING THE MANAGEMENT, OWNERSHIP OR OPERATION THEREOF), THEIR CAPITAL STRUCTURE, THE FILING OF THE CHAPTER 11 CASES, ANY INTERCOMPANY TRANSACTION BETWEEN OR AMONG A DEBTOR AND ANOTHER DEBTOR, THE DEFINITIVE DOCUMENTS, OR ANY CONTRACT, INSTRUMENT RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE DEFINITIVE DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED IN THE PLAN, THE PURSUIT OR ADMINISTRATION OF CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED IN THE PLAN, ANY SECURITY OF THE DEBTORS OR THE

DEBTORS' ESTATES, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE ASSERTION OR ENFORCEMENT OF RIGHTS AND REMEDIES AGAINST THE DEBTORS, AND ANY AND ALL OTHER PAYMENTS MADE, INVESTMENTS UNDERTAKEN, OR VALUE TRANSFERS OF ANY KIND, IN EACH CASE THAT FLOWED FROM THE DEBTOR TO ANY RELEASED PARTY, OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY THAT CONSTITUTES ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EACH SOLELY TO THE EXTENT DETERMINED BY A FINAL ORDER OF A COURT OF COMPETENT JURISDICTION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE OR IN ANY WAY AFFECT OR PREJUDICE ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN, THE CONFIRMATION ORDER, ANY TRANSACTION CONTEMPLATED IN THE PLAN, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN, INCLUDING THE LIQUIDATING TRUST AGREEMENT, OR ANY CLAIM OR OBLIGATION ARISING UNDER THE PLAN.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE DEBTORS' RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE DEBTORS' RELEASE IS: (A) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, THE RELEASED PARTIES' CONTRIBUTIONS TO FACILITATING THE TRANSACTIONS CONTEMPLATED BY AND IMPLEMENTING THE PLAN; (B) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE DEBTORS' RELEASE; (C) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS OR INTERESTS; (D) FAIR, EQUITABLE, AND REASONABLE; (E) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (F) A BAR TO ANY OF THE DEBTORS OR THE DEBTORS' ESTATES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE DEBTORS' RELEASE.

2. Releases by Holders of Claims and Interests other than the Debtors

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE PLAN OR CONFIRMATION ORDER, IN EXCHANGE FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, ON AND AFTER THE EFFECTIVE DATE, EACH RELEASED PARTY, D&O, AND EACH

RELEASING PARTY IS, AND IS DEEMED TO BE, HEREBY CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER WAIVED, RELEASED AND SETTLED BY EACH RELEASING PARTY AND THEIR ESTATES, IN EACH CASE ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND REPRESENTATIVES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF ANY OF THE DEBTORS OR THEIR ESTATES THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS (INCLUDING THE MANAGEMENT, OWNERSHIP OR OPERATION THEREOF), THEIR CAPITAL STRUCTURE, THE FILING OF THE CHAPTER 11 CASES, ANY INTERCOMPANY TRANSACTION BETWEEN OR AMONG A DEBTOR AND ANOTHER DEBTOR, THE DEFINITIVE DOCUMENTS, OR ANY TRANSACTION CONTEMPLATED IN THE PLAN, CONTRACT, INSTRUMENT RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE DEFINITIVE DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED IN THE PLAN, THE PURSUIT OF CONSUMMATION OR ADMINISTRATION OF THE TRANSACTIONS CONTEMPLATED IN THE PLAN, ANY SECURITY OF THE DEBTORS, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE ASSERTION OR ENFORCEMENT OF RIGHTS AND REMEDIES AGAINST THE DEBTORS, AND ANY AND ALL OTHER PAYMENTS MADE, INVESTMENTS UNDERTAKEN, OR VALUE TRANSFERS OF ANY KIND, IN EACH CASE THAT FLOWED FROM THE DEBTOR TO ANY RELEASED PARTY, OR UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE RELATED OR RELATING TO ANY OF THE FOREGOING TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE, OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY, D&O, OR RELEASING PARTY THAT CONSTITUTES ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EACH SOLELY TO THE EXTENT AS DETERMINED BY A FINAL ORDER OF A COURT OF COMPETENT JURISDICTION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE OR IN ANY WAY AFFECT OR PREJUDICE (A) ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN, THE CONFIRMATION ORDER, ANY TRANSACTION CONTEMPLATED IN THE PLAN, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN, INCLUDING THE

LIQUIDATING TRUST AGREEMENT, OR ANY CLAIM OR OBLIGATION ARISING UNDER THE PLAN, OR (B) ANY RETAINED CAUSE OF ACTION.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD-PARTY RELEASES, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASES ARE: (A) CONSENSUAL; (B) ESSENTIAL TO THE CONFIRMATION OF THE PLAN; (C) GIVEN IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (D) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASES; (E) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES; (F) FAIR, EQUITABLE, AND REASONABLE; (G) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (H) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASES.

C. Exculpation

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE PLAN OR CONFIRMATION ORDER, FROM AND AFTER THE EFFECTIVE DATE NO EXCULPATED PARTY SHALL HAVE OR INCUR, AND EACH EXCULPATED PARTY IS RELEASED AND EXCULPATED FROM, ANY LIABILITY FOR ANY ACT OR OMISSION ON OR AFTER THE PETITION DATE UP TO AND INCLUDING THE EFFECTIVE DATE IN CONNECTION WITH, RELATING TO OR ARISING OUT OF THE CHAPTER 11 CASES, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION, OR EXECUTION OF THE DISCLOSURE STATEMENT, THE PLAN, OR ANY TRANSACTION, CONTRACT, INSTRUMENT, RELEASE OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE FOREGOING, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, EXCEPT FOR CLAIMS RELATED TO ANY ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED ACTUAL FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT; IN ALL RESPECTS THE EXCULPATED PARTIES SHALL BE ENTITLED TO REASONABLY RELY UPON THE ADVICE OF COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES. THE EXCULPATED PARTIES HAVE, AND UPON COMPLETION OF THE PLAN SHALL BE DEEMED TO HAVE, PARTICIPATED IN THE SOLICITATION OF VOTES AND DISTRIBUTIONS PURSUANT TO THE PLAN IN GOOD FAITH AND IN COMPLIANCE WITH APPLICABLE LAWS AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH ACTIONS SHALL NOT BE, LIABLE AT ANY TIME FOR THE VIOLATION OF ANY APPLICABLE LAW, RULE,

OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR DISTRIBUTIONS MADE PURSUANT TO THE PLAN.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES AND EXCULPATIONS ABOVE DO NOT RELEASE OR IN ANY WAY AFFECT OR PREJUDICE, OR EXCULPATE ANY D&O FROM ANY D&O ACTION.

D. Injunction

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS OR CAUSES OF ACTION THAT HAVE BEEN SETTLED, RELEASED, OR ARE SUBJECT TO EXCULPATION UNDER THE PLAN ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST, AS APPLICABLE, THE DEBTORS, THE LIQUIDATING TRUST, THE EXCULPATED PARTIES, OR THE RELEASED PARTIES: (A) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH ANY SUCH CLAIMS OR INTERESTS OR CAUSES OF ACTION; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH ANY SUCH CLAIMS OR INTERESTS OR CAUSES OF ACTION; (C) CREATING, PERFECTING, OR ENFORCING AN ENCUMBRANCE OF ANY KIND AGAINST SUCH ENTITIES OR THEIR PROPERTIES ON ACCOUNT OF OR IN CONNECTION WITH SUCH CLAIMS OR INTERESTS OR CAUSES OF ACTION; (D) ASSERTING ANY RIGHT OF SETOFF, SUBROGATION, OR RECOUPMENT OF ANY KIND AGAINST ANY OBLIGATION DUE FROM SUCH ENTITIES OR AGAINST THE PROPERTY OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH SUCH CLAIMS OR INTERESTS OR CAUSES OF ACTION UNLESS SUCH HOLDER HAS FILED A MOTION REQUESTING THE RIGHT TO PERFORM SUCH SETOFF ON OR BEFORE THE CONFIRMATION DATE, NOTWITHSTANDING AN INDICATION IN ANY PROOF OF CLAIM OR OTHERWISE THAT SUCH HOLDER ASSERTS, HAS, OR INTENDS TO PRESERVE THE RIGHT OF SETOFF PURSUANT TO APPLICABLE LAW OR OTHERWISE; AND (E) COMMENCING OR CONTINUING ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH SUCH CLAIMS OR INTERESTS OR CAUSES OF ACTION.

E. Term of Injunctions or Stays

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays arising under or entered during the pendency of the Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

F. Release of Claims Under the Sale Orders

Pursuant to the Sale Orders, all Claims against the Debtors and Estates arising from the Prepetition Secured Debt, the DIP Obligations, and the Prepetition Secured Intercompany Note have been released and discharged. Notwithstanding anything to the contrary in the Plan, neither the Debtors, the Estates, nor the Liquidating Trust shall have any liability on account of Claims against the Debtors and Estates that were released and discharged under the Sale Orders, and no Holder shall be entitled to Distributions on account of any such Claims.

YOU ARE ADVISED TO CAREFULLY REVIEW THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

AS A HOLDER OF A CLAIM UNDER THE PLAN, YOU ARE DEEMED TO GRANT THE RELEASES IF THE COURT CONFIRMS THE PLAN. YOU MAY CHECK THE BOX BELOW TO OPT OUT OF THE THIRD-PARTY RELEASE PROVISIONS SET FORTH IN ARTICLE XII OF THE PLAN. IF YOU DO NOT OPT OUT OF THE THIRD-PARTY RELEASE PROVISIONS SET FORTH IN ARTICLE XII OF THE PLAN, YOU WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES. YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT. ELECTION TO WITHHOLD CONSENT IS AT YOUR OPTION.

The undersigned Holder of a Claim hereby elects to:

- ☐ Opt out of the third-party release provisions set forth in Article XII of the Plan. By checking this box, the undersigned Holder a Claim hereby acknowledges that, to the extent it is a Released Party under the Plan, **it is choosing to forego the benefits of obtaining such [release] and will not be considered a Released Party.**

Acknowledgements and Certification. By signing this Opt-Out Form, the undersigned acknowledges the following: (a) it has received and reviewed the Notice of Non-Voting Status and the materials that accompanied it; (b) it has the power and authority to elect whether to grant the releases set forth in Article XII of the Plan; (c) it was the Holder of a Claim as of the Voting Record Date (or is entitled to submit this Opt-Out Form on behalf of such Holder); and (d) all authority conferred, or agreed to be conferred, pursuant to this Opt-Out Form, and every obligation of the undersigned hereunder, shall be binding on the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned, and shall not be affected by, and shall survive, the death or incapacity of the undersigned.

Print or Type Name of Holder: _____

Signature: _____

Name of Signatory (if different than Claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State, and Zip Code: _____

Telephone Number: _____

Email Address: _____

Date Completed: _____