

ENTERED

October 20, 2023

Nathan Ochsner, Clerk

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

In re:	)	
	)	Chapter 11
	)	
ORBITAL INFRASTRUCTURE GROUP,	)	Case No. 23-90763 (CML)
INC., <i>et al.</i> , ¹	)	
	)	
Debtors.	)	Jointly Administered
	)	

**ORDER (I) APPROVING THE DISCLOSURE STATEMENT ON A
CONDITIONAL BASIS, (II) APPROVING THE SOLICITATION AND
TABULATION PROCEDURES, (III) APPROVING THE FORM OF BALLOT,
SOLICITATION PACKAGE, AND NOTICES, (IV) ESTABLISHING CERTAIN
DATES AND DEADLINES IN CONNECTION WITH THE SOLICITATION AND
CONFIRMATION OF THE PLAN, (V) SCHEDULING A COMBINED HEARING
FOR FINAL APPROVAL OF THE DISCLOSURE STATEMENT AND
CONFIRMATION OF THE PLAN, AND (VI) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)² of Orbital Infrastructure Group, Inc. and certain of its affiliates (collectively, the “**Debtors**”), each of which is a debtor and debtor in possession in the Chapter 11 Cases, for entry of orders, pursuant to sections 105, 1125, 1126, and 1128 of the Bankruptcy Code, Bankruptcy Rules 2002(b), 3016, 3017, 3018, and 3020, Local Rule 3016-2, and section P of the Complex Procedures, (a) conditionally and finally approving the Disclosure Statement, (b) approving the Solicitation and Tabulation Procedures attached hereto as **Exhibit A**, (c) approving the Combined Hearing Notice, substantially in the form attached hereto as **Exhibit B**, and the manner of notice, service, and publication thereof, (d) approving the Ballot, substantially in the form attached hereto as **Exhibit C**; (e) finding that the Solicitation Package complies with

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 Motion.

Bankruptcy Rules 2002(b) and 3017(d); (f) approving the Notice of Non-Voting Status, substantially in the form attached hereto as **Exhibit D**, and (g) approving the Plan Confirmation Schedule (including the scheduling of the Combined Hearing, as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334 and the *Order of Reference to Bankruptcy Judges*, General Order 2012-6 (S.D. Tex. May 24, 2012) (Hinojosa, C.J.); and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157; and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of the Chapter 11 Cases and related proceedings being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided, such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Motion; and the Court having held a hearing, if necessary, to consider the relief requested in the Motion (the “**Hearing**”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any, establish just cause for the relief granted herein; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors, their creditors, their Estates, and all other parties in interest; and all objections and reservations of rights filed or asserted in respect of the Motion, if any, having been withdrawn, resolved, or overruled; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND ORDERED THAT:

1. The form of Ballot attached hereto as **Exhibit C** and incorporated herein by reference (a) is consistent with Official Form Number 314, (b) adequately address the particular

needs of the Chapter 11 Cases, (c) is appropriate for the Voting Class, and (d) complies with Bankruptcy Rule 3017(d).

2. Ballots need not be provided to Holders of Claims or Interests in the Non-Voting Classes because such Classes are either (a) Unimpaired and are conclusively presumed to have accepted the Plan in accordance with section 1126(f) of the Bankruptcy Code or (b) Impaired but will neither retain nor receive any property under the Plan and are, thus, conclusively deemed to have rejected the Plan under section 1126(g) of the Bankruptcy Code.

3. The period during which the Debtors may solicit votes to accept or reject the Plan, as established by this Order, provides sufficient time for Holders in the Voting Class to make informed decisions to accept or reject the Plan and submit their Ballots in a timely fashion.

4. The Solicitation and Tabulation Procedures attached hereto as **Exhibit A** and incorporated herein by reference, as approved herein, provide a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code.

5. The (a) form of Combined Hearing Notice attached hereto as **Exhibit B** and incorporated herein by reference, (b) the contents of the Solicitation Package (including the form of Ballot), and (c) the Notice of Non-Voting Status attached hereto as **Exhibit D** and incorporated herein by reference (including, in each case, the Plan's injunction, release, and exculpation provisions contained or otherwise summarized therein), and the manner of notice, service, and publication (as applicable) thereof, (y) comply with Bankruptcy Rules 2002, 3016, and 3017 and section O of the Complex Procedures and (z) under the circumstances, constitute sufficient notice to all interested parties in accordance with Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Complex Procedures.

6. The Disclosure Statement is conditionally approved as containing adequate information, in accordance with section 1125 of the Bankruptcy Code, and subject to final approval of the Court at the Combined Hearing.

7. The Debtors' request for a Combined Hearing for the final approval of the Disclosure Statement and confirmation of the Plan is hereby approved on a final basis. The Combined Hearing, at which time this Court will consider, among other things, the confirmation of the Plan, shall be held on **November 28, 2023, at 1:00 p.m. (prevailing Central Time)**. The Combined Hearing may be continued from time to time by 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.

8. Pursuant to Bankruptcy Rule 3017(c), **11:59 p.m. (Central Time) on October 19, 2023**, shall be the record date for purposes of determining which Holders of Claims are entitled to receive a Solicitation Package and, where applicable, vote on the Plan (the "**Voting Record Date**"). For the avoidance of doubt, those who properly and timely file a Proof of Claim after the Voting Record Date but before the Bar Date applicable to them pursuant to and in accordance with the Bar Date Order [Docket No. 176] shall be deemed as if they held their Claim as of the Voting Record Date for purposes of determining which Holders are entitled to receive a Ballot to vote to accept or reject the Plan.

9. If a Holder wishes to challenge the allowance or classification of its Claim for voting purposes in accordance with the Voting and Tabulation Procedures, it must file and serve on the Debtors a motion ("**Rule 3018 Motion**"), pursuant to Bankruptcy Rule 3018(a), requesting that the Court temporarily allow its 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 on or before **4:00 p.m. (Central Time) on November 21, 2023**. Any Ballot submitted by a Holder of such Claim shall be counted in accordance with the Voting and Tabulation Procedures without regard to the amount sought to be allowed or the classification sought to be applied in any Rule 3018 Motion unless and until a Claim is temporarily allowed, pursuant to an order of the Court entered prior to the Voting Deadline, in a different amount or with a different classification for purposes of voting to accept or reject the Plan.

10. With respect to any transferred Claim, the transferee shall only be entitled to receive and cast a Ballot on account of such transferred Claim if (a) all actions necessary to effect the transfer of the Claim pursuant to Bankruptcy Rule 3001(e) have been completed by the Voting Record Date (including the passage of any applicable objection period) or (b) the transferee files, no later than the Voting Record Date, (i) the documentation required by Bankruptcy Rule 3001(e) to evidence the transfer and (ii) a sworn statement of the transferor supporting the validity of the transfer.

11. In order to be counted as votes to accept or reject the Plan, all Ballots being cast must be properly executed, completed, and delivered in accordance with the Solicitation and Tabulation Procedures, so that the Ballots are actually received no later than **4:00 p.m. (prevailing Central Time) on November 21, 2023** (the “**Voting Deadline**”), which deadline may be extended in accordance with the Solicitation and Tabulation Procedures.

12. Objections to final approval of the Disclosure Statement or the confirmation of the Plan, if any, 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 **4:00 p.m.**

(prevailing Central Time) on November 21, 2023 (the “**Combined DS and Plan Objection Deadline**”), and (e) be served on the Objection Service Parties (as defined herein).

13. The Solicitation and Tabulation Procedures attached hereto as **Exhibit A** are approved in their entirety on a final basis.

14. The Combined Hearing Notice, substantially in the form attached hereto as **Exhibit B**, is approved on a final basis. The Combined Hearing Notice shall be filed by the Debtors and served upon (a) the U.S. Trustee, (b) all known Holders of Claims and Interests (except Holders of Claims or Interests in Class 5 (Intercompany Claims) and Class 6 (Intercompany Interests)), (c) all entities that are party to executory contracts and unexpired leases with the Debtors, (d) all entities that are party to litigation with the Debtors, (e) all current and former employees, directors, and officers (to the extent that contact information for former employees, directors, and officers is available in the Debtors’ records), (f) all regulatory authorities that regulate the Debtors’ businesses, (g) the office of the attorney general for each state in which the Debtors maintain or conduct business, (h) the Internal Revenue Service, (i) all other taxing authorities for the jurisdictions in which the Debtors maintain or conduct business, (j) the Securities and Exchange Commission, and (k) all parties who filed a request for service of notices under Bankruptcy Rule 2002 no later than five Business Days after the entry of this Order. The Debtors shall also publish the Combined Hearing Notice on the Case Information Website and in the national edition of *USA Today* or another publication with similar national circulation as soon as reasonably practical after entry of this Order.

15. The Solicitation Package, including the form of Ballot attached hereto as **Exhibit C**, and the manner of notice and service thereof set forth in the Solicitation and Tabulation Procedures, are approved on a final basis.

16. The Notice of Non-Voting Status (including the Opt-Out Form), substantially in the form attached hereto as **Exhibit D**, and the manner of notice and service thereof set forth in the Solicitation and Tabulation Procedures, are approved on a final basis.

17. Any requirement to serve a Notice of Non-Voting Status or any other type of notice in connection with the Plan upon Holders of Claims and Interest in Class 5 (Intercompany Claims) and Class 6 (Intercompany Interests) is hereby waived.

18. For purposes of serving the Solicitation Package, the Debtors, including the Solicitation Agent, are authorized to rely on the address or email address information (a) for the Holders of Class 3 General Unsecured Claims as set forth in the Debtors' books and records or Schedules, as otherwise provided in Proofs of Claim submitted by such Holders, or as set forth in any filing made by such Holder in the Chapter 11 Cases.

19. The Debtors and the Solicitation Agent are not required to conduct any additional research for updated addresses or email addresses based on undeliverable notices (including Ballots) sent in connection herewith.

20. The Debtors are authorized to make non-substantive or immaterial changes to the Combined DS and Plan, the Solicitation Package, the Notice of Non-Voting Status, and related documents without further order of the Court, including changes to correct typographical and grammatical errors, and to make conforming changes among the Combined DS and Plan and related documents when, in the Debtors' reasonable discretion, doing so would better facilitate the solicitation or confirmation process. Subject to the foregoing, the Debtors are authorized to solicit, receive, and tabulate votes to accept or reject the Plan in accordance with this Order and the Solicitation and Tabulation Procedures without further order of the Court and waive any defects

with respect thereto. Any other changes to the Combined DS and Plan shall be subject to Article XIII.F thereof.

21. Objections to final approval of the Disclosure Statement or the confirmation of the Plan, if any, must (a) be in writing, in English, and in text-searchable format, (b) comply with the Bankruptcy Code, Bankruptcy Rules, Local Rules, Complex Procedures, and this Order, (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 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,

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].

Attn: Joseph M. Coleman, Kyle Woodard and William Hotze (collectively, the “**Objection Service Parties**”).

22. Any period of time prescribed or allowed by the Order shall be computed in accordance with Bankruptcy Rule 9006.

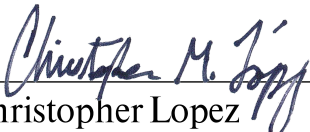
23. This Order shall be binding on the Debtors, including any chapter 11 (but not chapter 7) trustee or other fiduciary appointed for the estates of the Debtors.

24. Any Bankruptcy Rule or Local Rule that might otherwise delay the effectiveness of this Order is hereby waived, and the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

25. The Debtors and the Solicitation Agent are authorized to take any action necessary or appropriate to implement and effectuate the terms of, and the relief granted in, this Order without seeking further order of the Court.

26. The Court shall retain exclusive jurisdiction over any matter arising from or related to the implementation, interpretation, and enforcement of this Order, including the interpretation of the Combined DS and Plan, and all other matters related to the Plan and confirmation thereof.

Signed: October 19, 2023



Christopher Lopez
United States Bankruptcy Judge

Exhibit A

Solicitation and Tabulation Procedures

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

In re:	)	
	)	Chapter 11
	)	
ORBITAL INFRASTRUCTURE GROUP,	)	Case No. 23-90763 (CML)
INC., <i>et al.</i> , ¹	)	
	)	
Debtors.	)	Jointly Administered
	)	

SOLICITATION AND TABULATION PROCEDURES

PLEASE TAKE NOTICE OF THE FOLLOWING:

On August 23, 2023, each of the debtors and debtors in possession listed below (collectively, the “**Debtors**”) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of Texas (the “**Court**”). The Debtors’ chapter 11 cases are being jointly administered for procedural purposes only under case number 23-90763 (CML) (the “**Chapter 11 Cases**”).

On [•], 2023, the Court entered an order [Docket No. [•]] (the “**Conditional Disclosure Statement Order**”) that, among other things, (a) approved these “**Solicitation and Tabulation Procedures**,” (b) approved the form of Ballot, Solicitation Package, and other related notices, (c) established certain dates and deadlines in connection with the solicitation and confirmation of the *Combined Disclosure Statement and Joint Chapter 11 Plan of Liquidation of Orbital Infrastructure Group, Inc. et al.* (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), and (d) scheduled a Combined Hearing for final approval of the Disclosure Statement and confirmation of the Plan.²

A. Voting Record Date

The “**Voting Record Date**,” which is the record date as of which a Holder of record of a Claim entitled to vote on the Plan must have held such Claim to cast a vote to accept or reject the Plan, is **11:59 p.m. (Central Time) on October 19, 2023**. With respect to any transferred Claim,

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, as applicable.

the transferee will be entitled to receive and cast a Ballot on account of such transferred Claim only if (a) all actions necessary to effect the transfer of the Claim pursuant to Bankruptcy Rule 3001(e) have been completed by the Voting Record Date (including the passage of any applicable objection period) or (b) the transferee files, no later than the Voting Record Date, (i) the documentation required by Bankruptcy Rule 3001(e) to evidence the transfer and (ii) a sworn statement of the transferor supporting the validity of the transfer.

B. Voting Deadline

All Ballots must be properly executed, completed, and delivered in accordance with the Solicitation and Tabulation Procedures, so that the Ballots are actually received no later than **4:00 p.m. (prevailing Central Time) on November 21, 2023** (the “**Voting Deadline**”). The Debtors may extend the Voting Deadline in their sole discretion, including for only some Holders, without further order of the Court.

Ballots must be properly completed and submitted (as set forth on the Ballot) so as to be actually received by the Solicitation Agent before the Voting Deadline. ***Ballots delivered in an incomplete manner, after the Voting Deadline, or in a manner not expressly provided for on the Ballot may not be counted.***

C. Form, Content, and Manner of Notices

i. Classes

As further set forth in the Combined DS and Plan, there are seven Classes:

<u>Class</u>	<u>Claims and Interests</u>	<u>Status</u>	<u>Voting Rights</u>
1	Other Secured Claims	Unimpaired	Presumed to Accept
2	Other Priority Claims	Unimpaired	Presumed to Accept
3	General Unsecured Claims	Impaired	Entitled to Vote
4	Intercompany Claims	Impaired	Deemed to Reject
5	Subordinated Claims	Impaired	Deemed to Reject
6	Intercompany Interests	Impaired	Deemed to Reject
7	Interests in Orbital	Impaired	Deemed to Reject

The amount of each General Unsecured Claim for voting purposes will be the undisputed, non-contingent, liquidated amount set forth on the Schedules or, if a Holder timely and properly filed a Proof of Claim, the undisputed, non-contingent, liquidated amount set forth thereon, subject to the Voting and Tabulation Procedures.

ii. Materials for the Voting Class

Within three Business Days of entry of the Conditional Disclosure Statement Order, or as soon as reasonably practical thereafter, the Debtors or the Solicitation Agent will send to each Holder of a Claim in the Voting Class a Solicitation Package via email (recipients for whom the Debtors do not have an email address may receive their Solicitation Package by first-class mail, including in electronic format (e.g., flash drive)); *provided, however*, that with respect to timely

filed proofs of claim asserting liquidated, unscheduled amounts and for which the Holders of such Claims have not been sent a Solicitation Package, if any, the Solicitation Agent will cease mailing Solicitation Packages at 4:00 p.m. (Central Time) on Friday, November 17, 2023. The Solicitation Package will include copies of the following: the Ballot, the Conditional Disclosure Order (excluding exhibits, other than these Solicitation and Tabulation Procedures); the Combined DS and Plan; the Combined Hearing Notice; and any other documents and materials as the Court may direct or the Debtors may deem appropriate.

iii. Materials for Non-Voting Classes

Within three Business Days of entry of the Conditional Disclosure Statement Order, or as soon as reasonably practical thereafter, the Debtors or the Solicitation Agent will send to each Holder in a Non-Voting Class a Combined Hearing Notice and a Notice of Non-Voting Status (recipients for whom the Debtors do not have an email address may receive their materials by first-class mail, including in electronic format (*e.g.*, flash drive)).

iv. Materials for Unknown Creditors

Within three Business Days of entry of the Conditional Disclosure Statement Order, or as soon as reasonably practical thereafter, the Debtors or the Solicitation Agent will publish the Combined Hearing Notice on the Case Information Website and in the national edition of *USA Today* or another publication with similar national circulation as soon as reasonably practical after entry of the Conditional Disclosure Statement Order, thereby providing notice of the Combined Hearing on the Combined DS and Plan to unknown creditors.

D. Voting Tabulation

The following standard tabulation procedures will be used by the Debtors and the Solicitation Agent with respect to votes for the Plan and the tracking of Opt-Out Forms (the “**Voting and Tabulation Procedures**”), subject to the Debtors’ right to waive (in their sole discretion, but subject to applicable law (including any order of the Court)) any of the Voting and Tabulation Procedures:

- a. if a Claim is deemed Allowed under the Plan, an order of the Bankruptcy Court, or a stipulated agreement between the parties, such Claim will be temporarily Allowed solely for voting purposes in the deemed Allowed amount set forth therein;
- b. unless otherwise provided in these Voting and Tabulation Procedures, a Claim will be deemed temporarily Allowed for voting purposes only in an amount equal to (i) the undisputed, non-contingent, and liquidated amount greater than \$0.00 of such Claim as set forth in the Schedules if no Proof of Claim has been timely filed in respect of such Claim, or (ii) if a Proof of Claim has been timely filed in respect of such Claim, the undisputed, non-contingent and liquidated amount that is greater than \$0.00 as set forth in such Proof of Claim;

- c. if a Claim, for which no Proof of Claim has been timely filed, is listed on the Schedules, but is listed as contingent, unliquidated, disputed, or in a \$0.00 amount, such Claim shall be disallowed for voting purposes;
- d. creditors who properly and timely file a proof of claim after the Voting Record Date but before the Bar Date applicable to them and before the Voting Deadline shall be deemed as if they held their Claim as of the Voting Record Date for purposes of determining which Holders are entitled to receive a Ballot to vote to accept or reject the Plan;
- e. creditors who properly and timely file a proof of claim that includes a liquidated general unsecured claim amount after the Voting Record Date but who purport to have claims that are not listed on the Debtors' schedules or which are listed on the schedules as undetermined shall be allowed a Class 3 Claim in the amount of \$1 solely for voting purposes;
- f. if the Debtors have served an objection or request for estimation as to a Claim at least ten (10) calendar days before the Voting Deadline, such Claim is temporarily disallowed for voting purposes only and not for purposes of allowance or distribution, except to the extent and manner as set forth in such objection or as otherwise agreed with the Debtors;
- g. if a Claim is not listed in the Schedules (or is listed in the Schedules as disputed, contingent or unliquidated) and a Proof of Claim is filed after the earlier of the applicable Bar Date or Voting Record Date, a Ballot on account of such Claim shall not be counted unless it is temporarily Allowed for voting purposes by the Voting Deadline;
- h. notwithstanding anything to the contrary herein, any Claim to which there is a pending objection as of the Voting Deadline, or an order has been entered granting such objection, such Claim shall not be counted for voting purposes;
- i. if a holder of a Claim identifies a Claim amount on its Ballot that is different than the amount otherwise calculated in accordance with the Voting and Tabulation Procedures, the Claim will be temporarily allowed for voting purposes in the amount determined by the Voting and Tabulation Procedures;
- j. if a creditor has filed or purchased duplicate Proofs of Claim by the Voting Record Date against one or more Debtors, such creditor's Ballot on account of such Claim shall only be counted once in the amount of the total of all Proofs of Claim without regard to duplicative or overlapping amounts;
- k. if a creditor has filed a Proof of Claim by the Voting Record Date against one or more Debtors and the creditor's electronic or mailing address differs from the address of record where a Solicitation Package was delivered, the Solicitation Agent shall not be required to issue a new Solicitation Package but shall, instead,

at the direction of the Debtors, update the electronic or mailing address of such creditor's Claim, if necessary, in accordance with these Voting and Tabulation Procedures;

- l. any duplicate Ballot will only be counted once; thus, if a creditor casts more than one Ballot voting the same Claim on or before the Voting Deadline, the last properly cast Ballot received before the Voting Deadline shall be deemed to reflect the voter's intent, and shall supersede any prior Ballots;
- m. if a Proof of Claim has been amended by a later Proof of Claim that is filed on or prior to the earlier of the applicable Bar Date or the Voting Record Date, the later-filed amending Claim shall be entitled to vote in a manner consistent with these Voting and Tabulation Procedures, and the earlier filed Claim shall be disallowed for voting purposes, regardless of whether the Debtors have objected to such amended Claim. Absent the Debtors consent, any amendments to Proofs of Claim after the earlier of the applicable Bar Date or Voting Record Date shall not be considered for purposes of these Voting and Tabulation Procedures;
- n. a creditor who votes an amount related to a Claim that has been paid or otherwise satisfied in full or in part (whether by any Debtor or Third Party) shall only be counted for the amount that remains unpaid or not satisfied, and if such Claim has been fully paid or otherwise satisfied, such vote will not be counted for purposes of amount or number;
- o. if a Ballot is executed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or other person acting in a fiduciary or representative capacity on behalf of a holder of a Claim, such person will be required to indicate such capacity when signing and must submit proper evidence satisfactory to the Debtors, to so act on behalf of the holder of such Claim;
- p. each Holder of a Claim will be deemed to have voted the full amount of its Claim as set forth on the Ballot even if a different amount or no amount is listed by the Holder of the Claim on the Ballot except to the extent it was paid or satisfied in full or in part as set forth in these Voting and Tabulation Procedures;
- q. any Ballots received after the Voting Deadline will not be counted absent the consent of the Debtors in consultation with the Committee;
- r. any Ballot that is illegible or contains insufficient information to permit identification of the voter will not be counted;
- s. any Ballot that is otherwise timely completed, executed, and properly cast to the Solicitation Agent but does not indicate an acceptance or rejection of the Plan, or that indicates both an acceptance and rejection of the Plan, shall not be counted;
- t. any Ballot submitted by a Person that does not hold a Claim in a Class that is

entitled to vote to accept or reject the Plan shall not be counted;

- u. an original, executed Ballot is required to be submitted by the entity submitting any written Ballot and any unsigned Ballot or Ballot without an original signature will not be counted; provided, however, for the avoidance of doubt, a Ballot submitted via the Solicitation Agent' E-Ballot platform will be deemed to contain an original signature;
- v. delivery of a Ballot by facsimile, telecopy, or any other electronic means shall not be counted; provided, however, that Ballots submitted through the E-Ballot Portal, mentioned above, will be counted. The method of delivery of Ballots to the Solicitation Agent is at the risk of each holder of a Claim, and such delivery will be deemed made only when the Ballot is actually received by the Solicitation Agent;
- w. any holder of a Claim who has delivered a valid Ballot voting on the Plan may withdraw such vote and/or submit a new Ballot with either (i) consent of the Debtors at any time prior to the Combined Hearing, or (ii) solely in accordance with Bankruptcy Rule 3018(a);
- x. the Debtors reserve the right to waive any defects or irregularities or conditions of delivery as to any particular Ballot, either before or after the Voting Deadline, and any such waivers shall be documented in the vote tabulation certification prepared by the Solicitation Agent; *provided that*, neither the Debtors nor any other Person or Entity will be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots, nor will any of them incur any liabilities for failure to provide such notification;
- y. the Debtors reserve the right, in consultation with the Committee, to direct the Solicitation Agent to revise, modify, or update the electronic amount of a Class 3 Claim in the event of a clerical error on the Ballot delivered to the Holder of such Claim, provided that the Solicitation Agent shall not be required to re-issue a paper Solicitation Package to the Holder unless so directed by the Debtors;
- z. for purposes of determining whether the numerosity and amount requirements of sections 1126(c) and 1126(d) of the Bankruptcy Code have been satisfied, the Debtors will tabulate only those Ballots received by the Voting Deadline in accordance with the Voting and Tabulation Procedures, unless untimeliness or non-compliance with such procedures is waived by the Debtors in consultation with the Committee; and
- aa. for purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single creditor shall be aggregated as if such creditor held one (1) Claim against all Debtors, and the votes related to such Claims shall be treated as a single vote to accept or reject the Plan.

E. Amendments to the Combined DS and Plan, the Exhibits to the Conditional Disclosure Statement Order, and the Solicitation and Tabulation Procedures

The Debtors may, without further order of the Court, make non-substantive or immaterial changes to the Combined DS and Plan, the Solicitation Package, the Notice of Non-Voting Status, and related documents without further order of the Court, including changes to correct typographical and grammatical errors, and to make conforming changes among the Combined DS and Plan and related documents when, in the Debtors' reasonable discretion, doing so would better facilitate the solicitation or confirmation process. Any other changes to the Combined DS and Plan shall be subject to Article XIII.F thereof.

Exhibit B

Combined Hearing Notice

Solicitation Package

Only those who hold Claims in the Voting Class (*i.e.*, Holders of Class 3 General Unsecured Claims) will be entitled to vote on the Plan. Each such Holder will be sent, via email (or first-class mail, including in electronic format (*e.g.*, flash drive) if the Debtors do not have an email address for such Holder), a Solicitation Package including copies of the following: a Ballot; the Conditional Disclosure Statement Order (excluding exhibits, other than the Solicitation and Tabulation Procedures); the Combined DS and Plan; this Combined Hearing Notice; and any other documents and materials as the Court may direct or the Debtors may deem appropriate. Any party that receives a Solicitation Package via email but would prefer a paper or electronic version free of charge may contact the Solicitation Agent using one of the methods listed in the “Inquiries” section below.

Voting Record Date

The Voting Record Date, which is the date as of which a Holder of record of a Claim entitled to vote on the Plan must have held such Claim to cast a vote to accept or reject the Plan, is **11:59 p.m. (Central Time) on October 19, 2023**. For the avoidance of doubt, those who properly and timely file a Proof of Claim after the Voting Record Date but before the Bar Date applicable to them pursuant to and in accordance with the Bar Date Order [Docket No. 176] shall be deemed as if they held their Claim as of the Voting Record Date for purposes of determining which Holders are entitled to receive a Ballot to vote to accept or reject the Plan.

With respect to any transferred Claim, the transferee will be entitled to receive and cast a Ballot on account of such transferred Claim only if (a) all actions necessary to effect the transfer of the Claim pursuant to Bankruptcy Rule 3001(e) have been completed by the Voting Record Date (including the passage of any applicable objection period) or (b) the transferee files, no later than the Voting Record Date, (i) the documentation required by Bankruptcy Rule 3001(e) to evidence the transfer and (ii) a sworn statement of the transferor supporting the validity of the transfer.

Temporary Allowance Deadline

If a Holder of a Claim wishes to challenge the allowance or classification of its Claim for voting purposes in accordance with the Tabulation Procedures, it must file and serve on the Debtors a motion (a “**Rule 3018 Motion**”), pursuant to Bankruptcy Rule 3018(a), requesting that the Court temporarily allow its 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 on or before 4:00 p.m. (Central Time) on November 21, 2023. Unless and until a Claim is temporarily allowed, pursuant to an order of the Court entered prior to the Voting Deadline, in a different amount or with a different classification for purposes of voting to accept or reject the Plan, any Ballot submitted by a Holder of such Claim shall be counted in accordance with these Tabulation Procedures, without regard to the amount sought to be allowed or the classification sought to be applied in any Rule 3018 Motion.

Voting Deadline

The Voting Deadline, which is the deadline for the submission of Ballots to vote to accept or reject the Plan, is **4:00 p.m. (prevailing Central Time) on November 21, 2023**. The Debtors

may extend the Voting Deadline in their sole discretion in accordance with the Solicitation and Tabulation Procedures, including for only some Holders, without further order of the Court.

Ballots must be properly completed and submitted (as set forth on the Ballot) so as to be actually received by the Solicitation Agent before the Voting Deadline. ***Ballots delivered in an incomplete manner, after the Voting Deadline, or in a manner not expressly provided for on the Ballot may not be counted.*** The rules and procedures for the tabulation of the votes are outlined in Solicitation and Tabulation Procedures.

Objections to Plan Confirmation and Final Approval of the Disclosure Statement

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, Complex Procedures, and the Conditional Disclosure Statement Order, (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 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.

Combined Hearing

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, 515 Rusk Street, Houston, Texas 77002. The Combined Hearing may be adjourned or continued from time to time by the Court or the Debtors by announcement of the adjournment or continuance at a hearing before the Court or by filing a notice on the Court’s docket.

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].

The Debtors may, without further order of the Court, make non-substantive or immaterial changes to the Combined DS and Plan, the Solicitation Package, the Notice of Non-Voting Status, and related documents without further order of the Court, including changes to correct typographical and grammatical errors, and to make conforming changes among the Combined DS and Plan and related documents when, in the Debtors' reasonable discretion, doing so would better facilitate the solicitation or confirmation process. Any other changes to the Combined DS and Plan shall be subject to Article XIII.F thereof.

Inquiries

If you have any questions about this notice or any documents or materials that you received, or if you need a Solicitation Package or Opt-Out Form, either in electronic or print form, 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). **The Solicitation Agent cannot and will not provide legal advice.**

Copies of this notice, the Conditional Disclosure Statement Order, the Combined DS and Plan, and all other documents publicly filed in the Chapter 11 Cases can be obtained free of charge by visiting the Debtors' Case Information Website (<https://www.donlinrecano.com/Clients/oig/Index>).

Release, Exculpation, and Injunction Provisions in the Plan

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 AND CONSIDER THE COMBINED DS AND PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT TIMELY AND PROPERLY ELECT TO OPT OUT OF THE THIRD-PARTY RELEASE PROVISIONS CONTAINED IN ARTICLE XII OF THE PLAN, BY CHECKING THE OPT-OUT BOX IN A BALLOT OR OPT-OUT FORM DISTRIBUTED BY THE DEBTORS, 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. BY OBJECTING TO OR ELECTING TO OPT OUT OF THE THIRD-PARTY RELEASES SET FORTH IN ARTICLE XII OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE THIRD-PARTY RELEASES UNDER ARTICLE XII OF THE PLAN IF YOU WOULD OTHERWISE BE A RELEASED PARTY IN CONNECTION THEREWITH. PLEASE BE ADVISED THAT YOUR RECOVERY UNDER THE PLAN WOULD BE THE SAME REGARDLESS OF WHETHER YOU OPT OUT OF THE THIRD-PARTY RELEASES UNDER ARTICLE XII OF THE PLAN.

[Remainder of page intentionally left blank]

Dated: October __, 2023
Houston, Texas

By: DRAFT

Charles A. Beckham, Jr. (TX Bar No. 02016600)
Arsalan Muhammad (TX Bar No. 24074771)
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– and –

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Counsel to the Debtors

Exhibit C

Ballot for Class 3 General Unsecured Claims

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

In re:	)	
	)	Chapter 11
	)	
ORBITAL INFRASTRUCTURE GROUP,	)	Case No. 23-90763 (CML)
INC., <i>et al.</i> , ¹	)	
	)	
Debtors.	)	Jointly Administered
	)	

**BALLOT FOR VOTING TO ACCEPT OR REJECT THE JOINT CHAPTER 11 PLAN
OF LIQUIDATION OF ORBITAL INFRASTRUCTURE GROUP, INC. AND ITS
DEBTOR AFFILIATES FOR HOLDERS OF CLASS 3 GENERAL UNSECURED
CLAIMS AND NOTICE OF OBJECTION AND OPT-OUT RIGHTS**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS AND THE
INSTRUCTIONS CONTAINED IN THE SOLICITATION AND TABULATION
PROCEDURES CAREFULLY BEFORE COMPLETING THIS BALLOT OR
SUBMITTING AN E-BALLOT.**

**HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN ARE STRONGLY
ENCOURAGED TO CONSIDER SUBMITTING THEIR BALLOT VIA THE E-
BALLOT PORTAL.**

**IN ORDER FOR YOUR VOTE TO BE COUNTED, YOUR E-BALLOT MUST BE
SUBMITTED, OR THIS BALLOT MUST BE COMPLETED, EXECUTED, AND
RETURNED, SO AS TO BE ACTUALLY RECEIVED BY THE CLAIMS AND
SOLICITATION AGENT BY NOVEMBER 21, 2023, AT 4:00 P.M. (PREVAILING
CENTRAL TIME) (THE “VOTING DEADLINE”), UNLESS EXTENDED BY THE**

**Before you complete this Ballot or submit an E-Ballot, you should review the
*Combined Disclosure Statement and Joint Chapter 11 Plan of Liquidation of Orbital
Infrastructure Group, Inc. et al.* [Docket No. [●]] (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**

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

On [•], 2023, the United States Bankruptcy Court for the Southern District of Texas (the “**Court**”) entered the Conditional Disclosure Statement Order [Docket No. [•]] that, among other things, (a) approved the Solicitation and Tabulation Procedures, (b) approved the form of Ballot, Solicitation Package, and other related notices, (c) established certain dates and deadlines in connection with the solicitation and confirmation of the Plan, and (d) scheduled a Combined Hearing for final approval of the Disclosure Statement and confirmation of the Plan.

Your Claim has been designated as a Class 3 General Unsecured Claim under the Plan, together with all other General Unsecured Claims. **You may wish to seek independent legal advice concerning the Combined DS and Plan and the classification and treatment of your Class 3 General Unsecured 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 Combined DS and Plan accompanying this Ballot.**

Only Holders of Class 3 General Unsecured Claims may submit this Ballot. You are receiving this Ballot because either (i) the Debtors believe that you are a Holder of a Class 3 General Unsecured Claim as of **11:59 p.m. (Central Time) on October 19, 2023** (the “**Voting Record Date**”) and, therefore, would have a right to cast a vote with respect to such Class 3 Claim to accept or reject the Plan; or (ii) you have filed a proof of claim after the Voting Record Date and are allowed a Class 3 Claim in the amount of \$1 for purposes of voting consistent with the Solicitation and Tabulation Procedures. If you hold Claims in more than one Class under the Plan, you may receive a Solicitation Package or other materials for each such other Claim and must complete a separate Ballot for each such Claim.

Your rights are described in the Combined DS and Plan, which is included in the Solicitation Package along with this Ballot. If you received your Solicitation Package via email and desire paper copies, if you received your Solicitation Package in paper form but the Ballot is either missing or damaged, or if you need to obtain an additional Solicitation Package, 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 contact the Solicitation Agent via these same methods if you have any questions on how to properly complete or submit an E-Ballot or paper Ballot. **The Solicitation Agent cannot and will not provide legal advice. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE COURT.**

This Ballot is solely for the purpose of casting votes to accept or reject the Plan and making certain certifications with respect to the Plan, and not for the purpose of allowance or disallowance of, or distribution on account of, Class 3 General Unsecured Claims. All rights of the Debtors to dispute your Claim are fully and expressly reserved. If you believe that you have received this Ballot in error, or if you believe you have received the wrong ballot, please contact the Solicitation Agent **immediately** at the telephone number or email address set forth above.

The Plan will be accepted by Class 3 if it is accepted by the Holders of two-thirds in amount and more than one-half in number of Claims in Class 3 that actually vote on the Plan. In the event that Class 3 rejects the Plan, the Court may nevertheless confirm the Plan and, thereby, make it

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>).

binding on you if the Court finds that the Plan (a) does not unfairly discriminate against and accords fair and equitable treatment to the Holders of Claims in Class 3 and all other Classes or Interests rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Court, all Holders of Claims against and Interests in the Debtors (including those Holders who abstain from voting or vote to reject the Plan, and those Holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

There may be changes made to the Plan that do not materially and adversely impact an accepting Class. If such non-material changes are made to the Plan, the Debtors are not required to resolicit votes for acceptance or rejection of the Plan.

If the Debtors revoke or withdraw the Plan, the Confirmation Order is not entered, or consummation of the Plan does not occur, submitted Ballots shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.

**VOTING INSTRUCTIONS FOR COMPLETING THE BALLOT FOR HOLDERS OF
CLASS 3 GENERAL UNSECURED CLAIMS**

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS NOVEMBER 21, 2023, AT 4:00 P.M. (PREVAILING CENTRAL TIME).

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

You can vote electronically by visiting the Case Information Website maintained by the Solicitation Agent (<https://www.donlinrecano.com/Clients/oig/vote>), clicking on the “E-Ballot” link, and following the prompts and directions. To access and submit your E-Ballot, you will need to enter your unique E-Ballot ID#: _____. Each E-Ballot ID# is to be used solely for voting only those General Unsecured Claims described in Item 1 of your Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Holders who cast a Ballot using the online portal should NOT also submit a paper Ballot. The E-Ballot portal is the only approved method to submit Ballots electronically, and Holders of General Unsecured Claims entitled to vote on the Plan are strongly encouraged to consider submitting their Ballots via the E-Ballot portal. Ballots delivered by email, facsimile, or any other electronic means may not be counted.

If you choose to vote via this paper Ballot, you must deliver, prior to the Voting Deadline, an original, completed, and executed Ballot directly to the Solicitation Agent as follows:³

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. Class 3 consists of all General Unsecured Claims. Item 1 has been prepopulated by the Solicitation Agent with the undisputed, non-contingent, liquidated amount set forth on the Schedules or, if a Holder timely and properly filed a Proof of Claim, the undisputed, non-contingent, liquidated amount set forth thereon, in each case, subject to the Tabulation Procedures.

³ If you wish to receive acknowledgement of the Solicitation Agent’s receipt of a Ballot delivered in this manner, you also must submit to the Solicitation Agent by the Voting Deadline and concurrently with submitting your Ballot, a copy of the original Ballot and a self-addressed, stamped return envelope.

2. If neither the “accept” nor “reject” box is checked in Item 2, both boxes in Item 2 are checked, or the Ballot is otherwise not properly completed or executed or timely returned, then the Ballot may not be counted in determining acceptance or rejection of the Plan.
3. You must vote all your Claims either to accept or reject the Plan; you may not split your vote. Accordingly, if you return more than one Ballot voting different or inconsistent General Unsecured Claims, the Ballots are not voted in the same manner, and if you do not correct this before the Voting Deadline, those Ballots may not be counted. A Ballot that attempts to partially accept and partially reject the Plan may likewise not be counted (even if it is otherwise properly completed and executed and timely returned).
4. If you are completing this Ballot on behalf of another Person or other Entity, (a) indicate your relationship with such Person or other Entity and the capacity in which you are signing and (b) 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).
5. Review the certifications contained in Item 4 and provide all the information requested therein.
6. In accordance with the Tabulation Procedures, any Ballot that is illegible, contains insufficient information to identify the Holder or is otherwise incomplete, **or is unsigned** may not be counted.
7. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, only the latest-dated, properly completed and executed, and otherwise valid Ballot timely received will be deemed to reflect the voter’s intent and, thus, will supersede any prior valid Ballots.

PLEASE ENSURE ITEMS 1, 2, AND 4 ARE COMPLETE IN THEIR ENTIRETY; ITEM 3 IS OPTIONAL BUT SHOULD BE REVIEWED IN ITS ENTIRETY:

Item 1. Amount of Claim. The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Holder (or authorized signatory for a Holder) of a Class 3 General Unsecured Claim, without regard to any accrued but unpaid interest.

Principal Amount of General
Unsecured Claim:

Item 2. Vote on the Plan. Below, please vote either to accept or to reject the Plan with respect to your Claims. Any Ballot not marked either to accept or reject the Plan, or marked both to accept and reject the Plan, may not be counted in determining acceptance or rejection of the Plan. **THE VOTE CAST BELOW WILL BE APPLIED TO EACH DEBTOR AGAINST WHOM YOU HAVE A GENEARL UNSECURED CLAIM.**

The Holder of the Class 3 General Unsecured Claim set forth in Item 1 hereby votes to:

Check one box:

☐ **Accept** (vote FOR) the Plan.

OR

☐ **Reject** (vote AGAINST) the Plan.

Item 3. Important Information Regarding Releases, Exculpations, and Injunctions; Optional Election To Opt Out of Third-Party Releases.

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 AND CONSIDER THE COMBINED DS AND PLAN, INCLUDING 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 (A) VOTE TO ACCEPT OR REJECT THE PLAN BUT DO NOT OPT OUT OF THE THIRD-PARTY RELEASE PROVISIONS SET FORTH IN ARTICLE XII OF THE PLAN OR (B) ABSTAIN FROM VOTING ON THE PLAN AND 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 the Class 3 General Unsecured Claim set forth in Item 1 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 of the Class 3 General Unsecured Claim set forth in Item 1 hereby acknowledges that, to the extent that it otherwise would be a Released Party under the Plan, **it hereby chooses to forego the benefits of obtaining such third-party release and will not be considered a Released Party.**

Item 4. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges the following: (a) it has received the Solicitation Package (including the Combined DS and Plan); (b) the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Plan, the Solicitation Order, and the procedures for the solicitation of votes to accept or reject the Plan contained therein; (c) the receipt or submission of this Ballot shall not constitute or be deemed a proof of Claim, an assertion of a Claim, or the allowance of a Claim; (d) the Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan or opt out of the Plan's third-party release provisions; (e) it has the power and authority to vote to accept or reject the Plan and exercise elections with respect thereto; (f) it was the Holder of the General Unsecured Claim described in Item 1 as of the Voting Record Date (or is entitled to vote on behalf of such Holder); and (g) all authority conferred, or agreed to be conferred, pursuant to this Ballot, 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:

Exhibit D

Notice of Non-Voting Status

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

In re:	)	
	)	Chapter 11
	)	
ORBITAL INFRASTRUCTURE GROUP, INC., <i>et al.</i> , ¹	)	Case No. 23-90763 (CML)
	)	
Debtors.	)	Jointly Administered

NOTICE OF NON-VOTING STATUS

PLEASE TAKE NOTICE that, on [•], 2023, the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered the Conditional Disclosure Statement Order [Docket No. [•]] 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. [•]] (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 __, 2023
Houston, Texas

By: DRAFT

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)
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Email: kourtney.lyda@haynesboone.com
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– and –

Stephen M. Pezanosky (TX Bar No. 15881850)
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Dallas, TX 75201
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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: _____

Exhibit E

Committee Letter

Official Committee of Unsecured Creditors of
Orbital Infrastructure Group, Inc. et al.

October [], 2023

To: All Unsecured Creditors of Orbital Infrastructure Group and Affiliated Debtors Under Jointly Administered Cases 23-90763 (CML)

The Official Committee of Unsecured Creditors (the “**Creditors’ Committee**”) of Orbital Infrastructure Group, Inc. et al. (collectively, the “**Debtors**”) is providing this letter to unsecured creditors to recommend that each unsecured creditor vote to accept the Debtors’ plan of liquidation as set forth in the *Combined Disclosure Statement and Joint Chapter 11 Plan of Liquidation of Orbital Infrastructure Group, Inc., et al.* (as such plan may be amended from time to time, the “**Plan**” or “**Disclosure Statement**” or “**Plan and Disclosure Statement**,” as applicable). As the official representative of all unsecured creditors in the Debtors’ chapter 11 cases, the Creditors’ Committee believes that the Plan is fair and provides unsecured creditors with the best possible recovery under the circumstances of these cases, and recommends that all unsecured creditors vote to accept the Plan in accordance with the instructions set forth on the applicable Ballots.

On August 23, 2023, the Debtors filed voluntary petitions for relief pursuant to chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas, Houston Division. On September 5, 2023, the United States Trustee for the Region 7 appointed the Creditors’ Committee to represent the interests of unsecured creditors in the Debtors’ chapter 11 cases. On September 7, 2023, the Creditors’ Committee selected White & Case LLP as its legal counsel, and on September 8, 2023, the Creditors’ Committee selected AlixPartners, LLP as its financial advisor.

Since its appointment, the Creditors’ Committee has played an active role in the Debtors’ chapter 11 cases in an effort to obtain the best possible recovery under the circumstances for the Debtors’ unsecured creditors. The Plan is the result of the Creditors’ Committee’s efforts, and the Creditors’ Committee believes it is the best possible alternative for unsecured creditors. The Plan implements the global resolution among the Debtors, the Creditors’ Committee, and the DIP Lenders pursuant to which the DIP Lenders agreed to contribute an additional \$3.7 million of cash consideration and release all claims against the Debtors’ estates, including on account of their pre- and post-petition claims. This additional cash consideration will be used under the Plan to establish and fund the Liquidating Trust, which will prosecute Retained Causes of Action for the sole benefit of Holders of General Unsecured Claims, make payment to creditors in accordance with their prepetition priorities, and fund the wind down and dissolution of the Debtors’ estates. The global resolution also allowed the Debtors’ estates to preserve liquidity, which will maximize distributions to creditors under the Plan.

The specific treatment provisions for Holders of General Unsecured Claims are set forth in Article VII of the Plan. The Creditors’ Committee believes that the recoveries to be provided to Holders of General Unsecured Claims under the Plan represent a fair distribution and that the Plan is in the best interests of the Debtors’ creditors. The Creditors’ Committee further believes that any alternative other than confirmation of the Plan could result in extensive delays and increased administrative expenses, which, in turn, would result in smaller distributions on account of unsecured claims asserted against the Debtors. The Creditors’ Committee has approved the releases set forth in the Plan, which preserve claims against current and former directors, officers, managers and employees of the Debtors and their current and former direct and indirect subsidiaries except Front Line and GTS (and their respective current and former direct and indirect subsidiaries) to the extent of insurance proceeds available under D&O Policies.

For the reasons described above, as a representative of all of the Debtors’ unsecured creditors, the Creditors’ Committee supports the Plan and believes that the Plan is in the best interests of the Debtors’ unsecured

creditors as a whole. Accordingly, the Creditors' Committee urges all unsecured creditors to vote to accept the Plan.

PLEASE NOTE THAT THE CREDITORS' COMMITTEE REPRESENTS THE INTERESTS OF UNSECURED CREDITORS AS A WHOLE AND DOES NOT REPRESENT THE INDIVIDUAL INTERESTS OF ANY PARTICULAR UNSECURED CREDITOR. EACH CREDITOR MUST MAKE ITS OWN INDEPENDENT DETERMINATION AS TO WHETHER THE PLAN IS ACCEPTABLE TO THAT CREDITOR AND SHOULD CONSULT WITH ITS OWN LEGAL AND/OR FINANCIAL ADVISOR IN CONNECTION THEREWITH. The foregoing is not intended as a substitute for the Disclosure Statement. All unsecured creditors should read the Plan and Disclosure Statement in its entirety, and then make their own respective independent decisions as to whether the Plan is acceptable. Among other things, the Plan and Disclosure Statement describes in detail: (1) events leading to the Debtors' filing for bankruptcy; (2) events that occurred during the course of the Debtors' chapter 11 cases; (3) the terms of the Plan, including the anticipated distributions that will be made to unsecured creditors; and (4) instructions for voting on the Plan. The Debtors have provided you with a Ballot to vote to accept or reject the Plan. In order to have your vote counted, you must complete and return the Ballot in accordance with the procedures set forth therein and in the accompanying Plan and Disclosure Statement. PLEASE READ THE DIRECTIONS ON THE BALLOT CAREFULLY AND COMPLETE YOUR BALLOT IN ITS ENTIRETY BEFORE RETURNING IT TO THE DEBTORS' SOLICITATION AGENT.

Your timely vote is important, as only those unsecured creditors that timely vote on the Plan will have their vote counted for purposes of determining whether creditors have accepted the Plan. The Creditors' Committee supports approval of the Plan and recommends that you timely vote to accept the Plan in accordance with the procedures established by the Bankruptcy Court. If you have any questions about completing your Ballot, please contact Donlin Recano & Company, Inc., the Debtors' Solicitation Agent, by either calling [], or emailing [] and referencing "Orbital Infrastructure Group" in the subject line.

Very truly yours,

Attorneys for the Creditors' Committee
White & Case LLP

By: _____
Charles R. Koster