

**ENTERED**

May 28, 2025

Nathan Ochsner, Clerk

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

In re:	§	
	§	Chapter 11
TREESAP FARMS, LLC, <i>et al.</i> ,	§	
	§	Case No. 25-90017 (ARP)
Debtors. <sup>1</sup>	§	
	§	(Jointly Administered)
	§	
	§	

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**ORDER (I) CONDITIONALLY APPROVING DISCLOSURE  
STATEMENT, (II) SCHEDULING A COMBINED HEARING AND SETTING  
DEADLINES RELATED THERETO, (III) APPROVING PROCEDURES FOR  
SOLICITING, RECEIVING, AND TABULATING VOTES ON PLAN, (IV) APPROVING  
MANNER AND FORM OF NOTICE AND OTHER DOCUMENTS,  
AND (V) GRANTING RELATED RELIEF  
[Relates to Docket No. 275]**

Upon the emergency motion (the “Motion”)<sup>2</sup> of the Debtors for entry of an order  
(this “Order”):

- a. conditionally approving the adequacy of the *Disclosure Statement for Joint Plan of Liquidation of TreeSap Farms, LLC and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* (as may be amended, supplemented, or modified from time to time, the “Disclosure Statement”);
- b. scheduling a hearing (the “Combined Hearing”) on **July 8, 2025 at 9:00 a.m.** to consider final approval of the Disclosure Statement and confirmation of the *Joint Plan of Liquidation of TreeSap Farms, LLC and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented from time to time in accordance with the terms thereof, the “Plan”);<sup>3</sup>

<sup>1</sup> The Debtors in these chapter 11 cases and the last four digits of their federal tax identification numbers are as follows: TreeSap Farms, LLC (5183); TSH Opco, LLC (4697); TSV Opco, LLC (5418); TSV Reco, LLC (4953); and TreeSap Florida, LLC (5331). The location of the Debtors’ principal place of business and the Debtors’ service address in these chapter 11 cases is TreeSap Farms, LLC, 5151 Mitchelldale St., Suite B-2, Houston, TX 77292-5279.

<sup>2</sup> Capitalized terms used but not defined herein have the meanings given to them in the Motion.

<sup>3</sup> Copies of the Disclosure Statement and the Plan have been filed contemporaneously with this Motion. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan or Disclosure Statement, as applicable.

- c. establishing the Objection Deadline (as defined below);
- d. approving the form and manner of the notice of the Combined Hearing;
- e. establishing the Voting Record Date and Voting Deadline (each as defined below) and the form and manner of the notice related thereto;
- f. approving the Solicitation Procedures with respect to the Plan and the forms of Ballots and Notice of Non-Voting Status (each as defined below); and
- g. granting related relief.

and the Court having reviewed the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and all objections, if any, to entry of this Order having been withdrawn, resolved, or overruled; and after due deliberation thereon; and the Court having determined that there is good and sufficient cause for the relief granted in the Order, it is hereby

**ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Disclosure Statement is conditionally approved as containing adequate information within the meaning of section 1125 of the Bankruptcy Code, and the Debtors are authorized to distribute the Disclosure Statement and the Solicitation Packages in order to solicit votes on, and pursue confirmation of, the Plan.

2. The Combined Hearing shall be on **July 8, 2025, at 9:00 a.m. (prevailing Central Time)**; *provided, however*, that the Combined Hearing may be continued from time to time by this Court or the Debtors without further notice to creditors or other parties in interest, other than an

announcement at or before the Combined Hearing or any adjourned Combined Hearing or the filing of a notice or a hearing agenda providing for the adjournment on the docket of the chapter 11 cases.

3. The deadline to file any objections to the adequacy of the Disclosure Statement or confirmation of the Plan (each an “Objection”) shall be **June 27, 2025, at 4:00 p.m. (prevailing Central Time)** (the “Objection Deadline”), which deadline may be extended, without further order of the Court, by the Debtors.

4. Any Objection shall: (i) be in writing; (ii) conform to the Bankruptcy Rules, the Bankruptcy Local Rules, and the Complex Case Procedures; (iii) state the name of the objecting party and the amount and nature of the Claim or Interest held by such objecting party; (iv) state with particularity the legal and factual basis for the objection; and (v) be filed with the Court and served so that it is **actually received** on or before the Objection Deadline, by the following parties (the “Notice Parties”):

- a. Counsel to the Debtors: Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, TX 77002 (Attn: Timothy A. (“Tad”) Davidson II, Joseph P. Rovira, Catherine A. Rankin, and Brandon Bell (taddavidson@Hunton.com, josephrovira@Hunton.com, crankin@Hunton.com, bbell@Hunton.com));
- b. Counsel to the DIP Lender and Prepetition Agent: Porter Hedges LLP, 1000 Main Street, 36<sup>th</sup> Floor, Houston, TX 77002 (Attn: Eric M. English, M. Shane Johnson, and James A. Keefe (eenglish@porterhedges.com, sjohnson@porterhedges.com, jkeefe@porterhedges.com));
- c. Office of the United States Trustee for the Southern District of Texas: 515 Rusk Street, Suite 3516, Houston, TX 77002 (Attn: Andrew Jimenez (Andrew.Jimenez@usdoj.gov)).
- d. Counsel to the Creditors’ Committee: McDermott Will & Emery LLP, 2501 North Harwood Street, Suite 1900, Dallas, TX 75201-1664 (Attn: Charles R. Gibbs, Marcus Helt, and Eric Seitz (crgibbs@mwe.com, mhelt@mwe.com, eseitz@mwe.com)).

5. Any Objections that fail to comply with the requirements set forth in this Order may, subject to the Court's discretion, not be considered and may be overruled.

6. The deadline to file any brief in support of confirmation of the Plan and reply to any objections shall be **July 7, 2025, at 12:00 p.m. (prevailing Central Time)** (the "Reply Deadline").

7. Pursuant to Bankruptcy Rule 3017(d), **May 27, 2025**, shall be the record date (the "Voting Record Date") with respect to all Claims. The Debtors shall use the Voting Record Date to determine which Persons and Entities are entitled to, as applicable, receive Solicitation Packages, vote to accept or reject the Plan, and receive the Notice of Non-Voting Status.

8. Holders of Claims in a Voting Class that, as of the Voting Record Date, are subject to a pending objection or motion for estimation by the Debtors are not entitled to vote the disputed portion of their Claim, unless such Claim is temporarily allowed by this Court for voting purposes pursuant to Bankruptcy Rule 3018(a). Holders of Claims in a Voting Class that dispute the amount of their Claim as it appears on their Ballot may contact the Balloting Agent prior to the Voting Deadline to request a replacement Ballot. To the extent that the Debtors disagree with a Holder's asserted Claim amount and a resolution amongst the parties is not timely reached, such Holder shall be permitted to vote in the amount set forth in their original Ballot; *provided* that, such party shall, prior to the Voting Deadline, be permitted to file a motion pursuant to Bankruptcy Rule 3018 to seek the Court's authorization to vote in a different amount.

9. The Balloting Agent shall assist the Debtors in, among other things, (a) mailing the Notice of Non-Voting Status to Holders of Claims and Interests in the Non-Voting Classes and any other non-voting parties entitled to notice, as applicable, (b) mailing Solicitation Packages to Holders of Claims in the Voting Classes, (c) soliciting votes on the Plan, (d) receiving, tabulating,

and reporting on the Ballots cast for or against the Plan, (e) responding to inquiries from creditors and stakeholders relating to the Plan, the Disclosure Statement, Ballots, Notices of Non-Voting Status, and matters related thereto, including, without limitation, the procedures and requirements for voting to accept or reject the Plan and objecting to the Plan, and (f) if necessary, contacting creditors regarding the Plan and their Ballots (collectively, the “Solicitation Procedures”).

10. The Balloting Agent is also authorized to accept Ballots via electronic online transmission solely through a customized online balloting portal on the Debtors’ case website. The Balloting Agent will not count or consider for any purpose: any Ballot transmitted by email or other electronic means except for Ballots submitted through the Balloting Agent’s online balloting portal. The encrypted ballot data and audit trail created by electronic submission through the Balloting Agent’s online balloting portal shall become part of the record of any Ballot submitted electronically through the balloting portal and the creditor’s electronic signature shall be deemed to be immediately legally valid and effective.

11. The Notices and Ballots to be used in connection with the solicitation of votes on, and confirmation of, the Plan (as applicable) are hereby approved in full.

12. The Debtors shall cause Solicitation Packages and Ballots to be transmitted to all Holders of Claims in Classes 3 and 4.

13. Classes 1 and 2 are Unimpaired and the Holders of such Claims are conclusively presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code, and the Debtors are not required to solicit their vote with respect to such Claims.

14. Classes 5, 6, and 7 are Impaired and the Holders of such Claims or Interests are deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code, and the Debtors are not required to solicit their vote with respect to such Claims or Interests.

15. The Debtors shall not be obligated to deliver Solicitation Packages or Ballots to Holders of Claims or Interests in the Non-Voting Classes. In accordance with Bankruptcy Rule 3017(d), the Debtors shall mail to the Holders of Claims and Interests in the Non-Voting Classes (except for Classes 5, 6, and 7), as well as Holders of Claims in a Voting Class that, as of the Voting Record Date, are subject to a pending objection by the Debtors, a notice substantially in the form of **Exhibit 2** attached hereto (the “Notice of Non-Voting Status”) in lieu of Solicitation Packages.

16. Notwithstanding anything else to the contrary herein, only a copy of the Combined Hearing Notice (defined below) shall be distributed to Holders, as of the Voting Record Date, of Administrative Claims, DIP Claims, Priority Tax Claims, and Other Priority Claims, which are unclassified Claims under the Plan.

17. The Debtors are authorized to transmit, or cause to be transmitted to Holders of Claims in the Voting Classes, by **no later than May 30, 2025** (the “Solicitation Date”), by United States mail, first-class postage prepaid, personal service, or overnight delivery, a solicitation package (the “Solicitation Package”) containing a printed version, or other electronic means (such as a flash drive to save unnecessary costs),<sup>4</sup> of the following to holders of Claims in the Voting Classes that are eligible to vote on the Plan:

- a. a notice of the Combined Hearing, the Objection Deadline, and the Voting Deadline in substantially the form of **Exhibit 3** attached hereto (the “Combined Hearing Notice”), which the Debtors hereby request the Court to approve;
- b. the Disclosure Statement;

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<sup>4</sup> In the event the Debtors, in their discretion, employ a flash drive, only the Disclosure Statement (with all exhibits annexed thereto, including the Plan) and Solicitation Procedures Order (without exhibits attached) shall be included thereon; the Combined Hearing Notice, Cover Letter, Ballot (with return envelope), and statutory committee letter(s), if any, shall be distributed as part of the Solicitation Package in hard copy. Solicitation materials included on a flash drive shall be made available in hard copy upon request to the Balloting Agent, at no cost to the requesting party.

- c. the Plan (which may be furnished in the Solicitation Package as Exhibit A to the Disclosure Statement);
- d. the Solicitation Procedures Order, in its entered form (without exhibits attached);
- e. to the extent applicable, a Ballot and instructions, appropriate for the specific Holder, in substantially the forms of **Exhibits 1A** and **1B** attached hereto.

18. The Balloting Agent shall transmit a Solicitation Package (including a Ballot) to Holders of Class 3 (Prepetition Lenders Secured Claims) and Class 4 (General Unsecured Claims), as applicable, (a) that are scheduled by the Debtors, (b) for which a Proof of Claim is filed on or before the Voting Record Date, (c) as set forth in a lender register provided to the Balloting Agent by a lender agent, and (d) that are the subject of a Bankruptcy Court order or Plan provision providing that no proof of claim needs to be filed with respect to such Claim.

19. The Debtors shall file the Plan Supplement with the Court **on or before seven (7) days prior to the Objection Deadline**, which filing is without prejudice to the Debtors' rights to amend or supplement the Plan Supplement.

20. The Debtors (i) shall serve the Combined Hearing Notice on the Debtors' creditor matrix, all Holders of Interests as of the Voting Record Date, and any other party that has requested notice in these chapter 11 cases, and (ii) are authorized, but not required, to publish the Combined Hearing Notice (or substantially similar notice) by **no later than June 7, 2025**, in the national edition of *The Wall Street Journal*, a comparable national newspaper, and/or such local newspapers, trade journals or similar publications, as the Debtors deem appropriate in consultation with Counsel to the DIP Lender and the Prepetition Lenders (such publication notices described in this paragraph, the "Publication Notice").

21. The Publication Notice as described herein, shall constitute sufficient notice of the Combined Hearing, the Objection Deadline, and the Reply Deadline to Persons who do not otherwise receive notice by mail as provided for in this Order.

22. Ballots for accepting or rejecting the Plan must be received by the Balloting Agent on or before **June 27, 2025, at 4:00 p.m. (prevailing Central Time)** (the “Voting Deadline”) to be counted.

23. Any timely received Ballot that contains sufficient information to permit the identification of the claimant and is cast as an acceptance or rejection of the Plan shall be counted.

The foregoing general procedures shall be subject to the following exceptions:

- a. if a Claim is deemed Allowed in accordance with the Plan, such Claim is Allowed for voting purposes in the deemed Allowed amount set forth in the Plan;
- b. a Claim for which a Proof of Claim has been timely filed and that is not subject to a pending objection or motion for estimation by the Debtors as of the Voting Record Date, shall be temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, in the amount set forth in its Proof of Claim; provided that if the amount set forth in such Proof of Claim is noted as contingent, unliquidated, or disputed the amount in which such Claims is entitled to vote shall be the greater of \$1.00 and the amount, if any, not denoted as contingent, unliquidated or disputed in such Proof of Claim;
- c. a Claim for which the filing of a Proof of Claim was not required as a prerequisite for its allowance pursuant to the terms of Claims Bar Date Order or for which the Claims Bar Date has not passed, and for which no Proof of Claim has been filed, shall be entitled to vote in its scheduled amount;
- d. if a Claim has been estimated or otherwise allowed for voting purposes by order of the Court, such Claim is temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or distribution;
- e. subject to subsections (f) and (g) below, if a Claim is not listed in the Schedules, or is scheduled at zero, in an unknown amount, or, as unliquidated, contingent, or disputed, (or otherwise does not, as of the Voting Record Date, have an outstanding amount due greater than zero) and a Proof of Claim was not (1) timely filed by the deadline for filing Proofs of Claim or (2) deemed timely filed by an order of the Court before the Voting Deadline, the Debtors propose that such Claim be disallowed for voting purposes and for purposes of allowance and distribution pursuant to Bankruptcy Rule 3003(c); *provided, however*, that a Claim listed in the Schedules as contingent, unliquidated, or disputed for which the Claims Bar Date has not yet passed, including the Governmental Bar Date, may vote in the amount of \$1.00;



- f. if a counterparty to an Executory Contract or Unexpired Lease with a Claim listed on the Schedules at zero, in an unknown amount, or, as unliquidated, contingent, or disputed (or otherwise does not, as of the Voting Record Date, have an outstanding amount due greater than zero) and whose Executory Contract or Unexpired Lease has, as of the Voting Record Date, not yet expired or been rejected by the Debtors, and such counterparty follows the instructions on the Contract/Lease Notice to request a Ballot prior to the Voting Deadline, such Claim may be voted in the amount of \$1.00;
- g. where any portion of a single Claim has been transferred to a transferee, all Holders of any portion of such single Claim may be treated as a single creditor for purposes of the numerosity requirements in section 1126 of the Bankruptcy Code;
- h. with respect to any transferred Claim, the transferee shall be entitled to receive a Solicitation Package and, if the Holder of such Claim is entitled to vote with respect to the Plan, cast a Ballot on account of such Claim only if all actions necessary to effectuate the transfer of the Claim pursuant to Bankruptcy Rule 3001(e) have been completed by the Voting Record Date. In the event a Claim is transferred after the Voting Record Date, the transferee of such Claim shall be bound by any vote on the Plan made by the Holder of such Claim as of the Voting Record Date;
- i. notwithstanding anything to the contrary contained herein, any creditor who has filed or purchased duplicate Claims within the same Voting Class may be provided with only one Solicitation Package and one Ballot for voting a single Claim in such Class, regardless of whether the Debtors have objected to such duplicate Claims;
- j. if a Proof of Claim has been amended by a later Proof of Claim that is filed on or prior to the Voting Record date, the later filed amended Proof of Claim shall be entitled to vote in a manner consistent with these tabulation rules, and the earlier proof of claim shall be disallowed for voting purpose, regardless of whether the Debtors have objected to such amended claim. Except as otherwise ordered by the Court, any amendments to Proofs of Claim after the Voting Record Date shall not be considered for purposes of these tabulation rules;
- k. notwithstanding anything to the contrary contained herein, to the extent a lender agent maintains the list of Holders of Claims in a particular Voting Class, such agent shall provide the Balloting Agent a list of such Holders, including the name, physical address, e-mail address, and voting amount for each Holder as of the Voting Record Date in excel format within one (1) business day after the Voting Record Date. For the purpose of establishing voting amounts, proofs of claim filed by such Holders shall be disregarded;
- l. if an objection to a Claim or any portion thereof has been filed before the Voting Record Date, then the Debtors propose that such Claim be temporarily disallowed for voting purposes only and not for the purposes of allowance or distribution, except to the extent and in the manner as may be set forth in the objection or an order granting such claimant's motion under Bankruptcy Rule 3018(a); and

- m. any Ballot cast in an amount in excess of the Allowed amount of the relevant Claim will only be counted to the extent of such Allowed Claim.
24. The following Ballots shall **not** be counted or considered for any purpose:
- a. any Ballot received after the Voting Deadline unless the Debtors have granted an extension of the Voting Deadline in writing with respect to such Ballot;
  - b. any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
  - c. any Ballot cast by a Person or Entity that does not hold a Claim in a Voting Class;
  - d. any Ballot that is properly completed, executed and timely filed, but (1) does not indicate an acceptance or rejection of the Plan, (2) indicates both an acceptance and rejection of the Plan, or (3) partially accepts and partially rejects the Plan;
  - e. any Ballot submitted by email or other electronic means not using the Balloting Agent's online balloting portal;
  - f. any unsigned Ballot;
  - g. In the event that (i) a Ballot, (ii) a group of Ballots within a Voting Class received from a single creditor, or (iii) a group of Ballots received from the various Holders of multiple portions of a single Claim partially reject and partially accept the Plan, such Ballots may not be counted in the Debtors' discretion;
  - h. any Ballot sent to the Debtors, the Debtors' agents/representatives (other than the Balloting Agent), or the Debtors' financial or legal advisors; and
  - i. any Ballot not cast in accordance with the procedures approved in this Order.
25. Any duplicate Ballots will only be counted once.
26. Whenever two or more Ballots are cast which attempt to vote the same Claim before the Voting Deadline, the last valid Ballot received by the Balloting Agent before the Voting Deadline will be deemed to reflect the voter's intent and thus to supersede any prior Ballots. This procedure is without prejudice to the Debtors' rights to object to the validity of the superseding Ballot(s) on any basis permitted by law and, if the objection is sustained, to count the first Ballot for all purposes.

27. Claims splitting is not permitted and creditors who vote must vote all of their Claims within a particular Class to either accept or reject the Plan; *provided that* the Prepetition Lenders shall vote the Prepetition Lenders Secured Claim in Class 3 and the Prepetition Lenders Deficiency Claim in Class 4. Any Ballot that attempts to split Claims shall not be counted, except to the extent noted in the immediately preceding sentence.

28. Each creditor shall be deemed to have voted the full amount of its Claim. Unless otherwise ordered by this Court, questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of Ballots shall be determined by the Balloting Agent and the Debtors, which determination shall be final and binding.

29. Notwithstanding anything contained herein to the contrary, the Balloting Agent, in its discretion, may contact parties that submitted Ballots to cure any defects in the Ballots.

30. If, with respect to each Debtor, a Class contains Claims eligible to vote and no Holders of Claims eligible to vote in such Class vote to accept or reject the Plan, the Plan shall be deemed rejected by the Holders of Claims in such Class.

31. Unless waived, any defects or irregularities in connection with deliveries of Ballots to the Debtors by Holders of Claims eligible to vote must be cured within such time as the Debtors or this Court determines. Neither the Debtors, the Balloting Agent, or any other Person or Entity shall be under any duty to provide notification of defects or irregularities with respect to such deliveries of Ballots, nor shall any of the foregoing incur any liability for failure to provide such notification. Unless otherwise directed by this Court, delivery of defective or irregular Ballots to the Debtors by Holders of Claims eligible to vote shall not be deemed to have been made until such defects or irregularities have been cured or waived. Ballots previously furnished to the

Debtors (and as to which any defects or irregularities have not been cured or waived) shall not be counted.

32. The Debtors, in their discretion, and subject to contrary order of this Court, may waive any defect in any Ballot at any time, either before or after the close of voting, and such waivers shall be documented in the voting results filed with this Court.

33. Subject to contrary order of this Court, the Debtors reserve the absolute right to reject any and all Ballots not proper in form or timely submitted on or before the Voting Deadline, the acceptance of which would, in the opinion of the Debtors, not be in accordance with the provisions of the Bankruptcy Code; *provided, however*, that such invalid Ballots shall be documented in the voting results filed with this Court.

34. The service of the Solicitation Packages, Notices, and other documents described herein in the time and manner set forth in this Order shall constitute adequate and sufficient notice of the Combined Hearing and the Objection Deadline and no other or further notice is necessary.

35. The Debtors are not required to send Solicitation Packages, individual solicitation materials, or other Notices to (a) any creditor on account of a Claim that has already been paid in full, (b) any creditor on account of a clearly duplicative Claim, or (c) the Holder of a Claim that has been disallowed in full by order of the Court.

36. With respect to addresses from which one or more prior notices served in these chapter 11 cases were returned as undeliverable or from which mailings made pursuant to this Order are returned as undeliverable, the Debtors are excused from distributing Notices and Solicitation Packages, as applicable, to those Persons or Entities listed at such addresses if the Debtors are not provided with an accurate address or forwarding address for such Persons or Entities before the Voting Record Date. With respect to addresses from which Notices or

Solicitation Packages are returned as undeliverable, the Debtors are excused from re-mailing such Notices or Solicitation Packages or any other materials related to voting or confirmation of Plan to those entities listed at such addresses, unless the Debtors are provided with accurate addresses for such entities before the Voting Record Date. Failure to attempt to re-deliver Notices and Solicitation Packages, as applicable, to such Persons or Entities shall not constitute inadequate notice of the Combined Hearing or the Voting Deadline or a violation of Bankruptcy Rule 3017(d).


37. The Balloting Agent shall retain all paper copies of Ballots and all solicitation-related correspondence for one (1) year following the Effective Date, whereupon, the Balloting Agent is authorized to destroy and/or otherwise dispose of all paper copies of Ballots; printed solicitation materials including unused copies of the Solicitation Package (whether in hard copy or on USB flash drive); and all solicitation-related correspondence (including undeliverable mail), in each case unless otherwise directed by the Debtors or the Clerk of the Court in writing within such one (1) year period.

38. The Debtors are authorized to make non-material changes to the Disclosure Statement, the Plan, the Ballots, the Combined Hearing Notice, the Notice of Non-Voting Status, and related documents and any other materials in the Solicitation Package without further order of this Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Disclosure Statement, the Plan, the Ballots, the Combined Hearing Notice, the Notice of Non-Voting Status, and related documents or other materials in the Solicitation Package before their distribution and publication, as applicable; *provided*, that a copy of any such changes shall be provided to the Notice Parties in advance of their distribution and publication.

39. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

40. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: May 28, 2025

  
Alfredo R Pérez  
United States Bankruptcy Judge

**Exhibit 1A**

**Form of Class 3 Prepetition Lenders Secured Claims Ballot**

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

In re:	§	
	§	Chapter 11
TREESAP FARMS, LLC, <i>et al.</i> ,	§	
	§	Case No. 25-90017 (ARP)
Debtors. <sup>1</sup>	§	
	§	(Jointly Administered)
	§	
	§	

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**BALLOT TO ACCEPT OR REJECT THE DEBTORS' PLAN**

**Class 3: Prepetition Lenders Secured Claims**

**The voting deadline to accept or reject the Plan is 4:00 p.m. (prevailing Central Time), on June 27, 2025 (the “Voting Deadline”), unless extended by the Debtors**

**Article X of the Plan contains release, exculpation and injunction provisions. These provisions are included in the Ballot. You are advised to review and consider the Plan carefully because your rights might be affected thereunder even if you abstain from voting.**

This ballot (the “Ballot”) is provided to you to solicit your vote to accept or reject the *Joint Plan of Liquidation of TreeSap Farms, LLC and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. [ ● ]] (as may be amended, supplemented, or modified from time to time, the “Plan”) for TreeSap Farms, LLC (“TreeSap”) and certain of its affiliates (such affiliates, together with TreeSap, the “Debtors”).<sup>2</sup>

Please use this Ballot to cast your vote to accept or reject the Plan if you are, as of May 27, 2025 (the “Voting Record Date”), a holder of a Prepetition Lenders Secured Claim (a “Holder”) against the Debtors.

The Plan is attached as **Exhibit A** to the *Disclosure Statement for Joint Plan of Liquidation of TreeSap Farms, LLC and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No [ ● ]] (as may be amended, supplemented, or modified from time to time,

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<sup>1</sup> The Debtors in these chapter 11 cases and the last four digits of their federal tax identification numbers are as follows: TreeSap Farms, LLC (5183); TSH Opco, LLC (4697); TSV Opco, LLC (5418); TSV Reco, LLC (4953); and TreeSap Florida, LLC (5331). The location of the Debtors’ principal place of business and the Debtors’ service address in these chapter 11 cases is TreeSap Farms, LLC, 5151 Mitchelldale St., Suite B-2, Houston, TX 77292-5279.

<sup>2</sup> Capitalized terms used in this Ballot or the attached instructions that are not defined herein have the meanings given to them in the Plan.



the “Disclosure Statement”), which was included in the package (the “Solicitation Package”) you received with this Ballot. The Disclosure Statement provides information to assist you in deciding whether to accept or reject the Plan. The recoveries described in the Disclosure Statement are subject to confirmation of the Plan. If you do not have the Solicitation Package, you may obtain a copy (a) from Donlin, Recano & Company, LLC (the “Balloting Agent”) at no charge by: (i) visiting the Balloting Agent’s website at <https://www.donlinrecano.com/tsf>, (ii) calling (877) 322-4952 (U.S./Canada Toll Free) or +1 (212) 771-1128 (International), or (iii) sending an electronic message to [tsfinfo@angeiongroup.com](mailto:tsfinfo@angeiongroup.com) with “**TreeSap Solicitation Inquiry**” in the subject line and requesting a copy be provided to you; or (b) for a fee via PACER at <https://www.txs.uscourts.gov/bankruptcy>. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek independent legal, financial or tax advice concerning the Plan and your classification and treatment under the Plan. If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot or a Ballot in the wrong amount, please contact the Balloting Agent **immediately** at the address, telephone number, or email address set forth below.

On February 24, 2025, the Debtors commenced voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”). The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the Holders of at least two-thirds of the aggregate principal amount and more than one-half in number of the Claims voted in each Voting Class, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under the Bankruptcy Code. **If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan, and (b) otherwise satisfies the requirements of section 1129 of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or if you vote to reject the Plan.** To have your vote counted, you must complete, sign, and return this Ballot to the Balloting Agent by the Voting Deadline.

**PLEASE READ THE ATTACHED VOTING INFORMATION AND  
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

PLEASE COMPLETE ALL APPLICABLE ITEMS BELOW. PLEASE FILL IN ALL OF THE INFORMATION REQUESTED UNDER ITEM 3. IF THIS BALLOT HAS NOT BEEN PROPERLY SIGNED IN THE SPACE PROVIDED, YOUR VOTE MAY NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

**Item 1. Principal Amount of Claim.** The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder (or authorized signatory of such Holder) of a Prepetition Lenders Secured Claim in the aggregate unpaid **principal** amount inserted into the box below, without regard to any accrued but unpaid interest.

\$

**Item 2. Votes on Plan.** Please vote below either to accept or to reject the Plan with respect to your Claims in Class 3. Any Ballot not marked either to accept or reject the Plan, or marked both to accept and to reject the Plan, shall not be counted in determining acceptance or rejection of the Plan.

**Vote of Holder of Prepetition Secured Lenders Claim on the Plan.** The undersigned Holder of a Class 3 Prepetition Secured Lenders Claim votes to (check one box):

☐ **Accept** the Plan      ☐ **Reject** the Plan

THE DEBTORS RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

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

PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, INCLUDING THE FOLLOWING:

***Defined Terms***

**“Exculpated Parties”** means collectively: (a) the Debtors; (b) the Independent Director; and (c) the Committee and each of the members of the Committee.

**“Released Parties”** means collectively: (a) each Debtor and Post-Effective Date Debtor; (b) the Independent Director; (c) the CRO; (d) the DIP Lender; (e) the Prepetition Agent; (f) the Prepetition Lenders; (g) the Plan Administrator; (h) the Committee and its members; (i) the Professional Persons; and (j) with respect to each of the foregoing Persons and Entities in clauses (a) through (i), each Person’s or Entity’s Representatives.

**“Representatives”** means, with respect to an Entity or Person, such Entity’s or Person’s current and former (i) officers, (ii) directors, (iii) managers, (iv) principals, (v) members, (vi) employees, (vii) agents, (viii) advisory board members, (ix) financial advisors, (x) Affiliates, (xi) partners,

(xii) attorneys, (xiii) accountants, (xiv) trustees, (xv) investment bankers, (xvi) consultants, (xvii) representatives, and (xviii) other professionals and advisors, each in their capacity as such.

*Article X.B Debtor Release*

As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce this Plan and the obligations contemplated by this Plan and the documents in the Plan Supplement, or as otherwise provided in any order of the Bankruptcy Court, on and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, by the Debtors, the Post-Effective Date Debtors, and the Estates, in each case on behalf of themselves and their respective successors, assigns, and Representatives and any and all other Persons that may purport to assert any Causes of Action derivatively, by or through the foregoing Persons, from any and all Claims and Causes of Action (including any derivative claims, asserted or assertable on behalf of the Debtors, the Post-Effective Date Debtors, or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors, the Post-Effective Date Debtors, the Estates, or their affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person (collectively, the “Debtor Released Claims”), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors’ capital structure, the Post-Effective Date Debtors, or their Estates, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any asset or security of the Debtors or the Post-Effective Date Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the Debtors’ in or out-of-court restructuring and recapitalization efforts, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the documents in the Plan Supplement, the Asset Purchase Agreement, the Bidding Procedures Order, the Sale Transaction, the Sale Order, the Disclosure Statement, the DIP Order and the DIP Loan Documents, this Plan, and related agreements, instruments, and other documents, and the negotiation, formulation, preparation, dissemination, filing, pursuit of consummation, or implementation thereof, the solicitation of votes with respect to this Plan, or any other act or omission; provided, however, that the foregoing “Debtor Release” shall not operate to waive or release, and the “Debtor Released Claims” shall not include, any Cause of Action of any Debtor or its Estate: (1) against a Released Party arising from any obligations owed to the Debtors pursuant to an Executory Contract or Unexpired Lease that is not otherwise rejected by the Debtors pursuant to section 365 of the Bankruptcy Code before, after, or as of the Effective Date; (2) expressly set forth in and preserved by this Plan or related documents; (3) that is of a commercial nature and arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed; (4) against a Holder of a Disputed Claim to the extent necessary to administer and resolve such Disputed Claim solely in accordance with this Plan; or (5) arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, gross

negligence, willful misconduct or criminal conduct (other than with respect to or relating to the Adversary Actions). Notwithstanding anything to the contrary in the foregoing, the “Debtor Release” set forth above does not release any post-Effective Date obligations of any Entity under this Plan or any document, instrument or agreement executed in connection with this Plan with respect to the Debtors, the Post-Effective Date Debtors, or the Estates.

*Article X.C Exculpation*

To the fullest extent permitted by applicable law, and without affecting or limiting the releases set forth in Article X of this Plan, effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or entity for any claims, causes of action or for any act taken or omitted to be taken on or after the Petition Date and prior to or on the Effective Date in connection with or arising out of: the administration of the Chapter 11 Cases, commencement of the Chapter 11 Cases, pursuit of Confirmation and consummation of this Plan, making Distributions, implementing the Wind-Down, the Disclosure Statement, the Sale Transaction, the Asset Purchase Agreement, the Sale Order, or the solicitation of votes for, or Confirmation of, this Plan; the occurrence of the Effective Date; the administration of this Plan or the property to be distributed under this Plan; the issuance of securities under or in connection with this Plan; the purchase, sale, or rescission of the purchase or sale of any asset or security of the Debtors; or the transactions in furtherance of any of the foregoing; provided, however, that none of the foregoing provisions shall operate to waive or release (i) any Claims or Causes of Action arising out of or related to any act or omission of an Exculpated Party that constitutes intentional fraud, criminal conduct, or willful misconduct, as determined by a Final Order, and (ii) the Exculpated Parties’ rights and obligations under this Plan, the Plan Supplement documents, and the Confirmation Order, but in all respects such Persons will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. The Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation of votes on this Plan and, therefore, are not, and will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or Distributions made pursuant to this Plan. The Exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

*Article X.D Permanent Injunction.*

The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released pursuant to this Plan, including the Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities released or exculpated in this Plan or the Confirmation Order.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Post-Effective Date Debtors, or the Exculpated Parties, as applicable, that relates to or is reasonably likely to relate to any act

or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article X hereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Post-Effective Date Debtor, or Exculpated Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Post-Effective Date Debtor, Exculpated Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. Any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any claims or causes of action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

**Item 3.** Acknowledgments. By signing this Ballot, the Holder (or authorized signatory of such Holder) acknowledges receipt of the Plan, the Disclosure Statement, and the other applicable solicitation materials, and certifies that

- (i) it has the power and authority to vote to accept or reject the Plan;
- (ii) it was the Holder (or is entitled to vote on behalf of such Holder) of the Claims described in Item 1 as of the Voting Record Date;
- (iii) it has cast the same vote with respect to all of its Claims in the same Class as the Claims described in Item 1;
- (iv) no other Ballots with respect to the Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claims, then any such earlier received Ballots are hereby revoked;
- (v) 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; and
- (vi) the undersigned understands that an otherwise properly completed, executed, and timely returned Ballot failing to indicate either acceptance or rejection of the Plan, or indicating both acceptance and rejection of the Plan, will not be counted.

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Name of Holder

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Signature

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Name of Signatory and Title

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Name of Institution (if different than Holder)

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Street Address

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City, State, Zip Code

---

Telephone Number

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E-mail Address

---

Date Completed

**PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) *PROMPTLY* VIA FIRST CLASS MAIL (OR IN THE ENCLOSED REPLY ENVELOPE PROVIDED), OVERNIGHT COURIER, OR HAND DELIVERY TO:**

**Regular Mail:**

**Donlin, Recano & Company, LLC  
Re: TreeSap Farms, LLC, et al.  
P.O. Box 2053  
New York, NY 10272-2042**

**Overnight Courier or Hand Delivery:**

**Donlin, Recano & Company, LLC  
c/o Angeion Group  
Re: TreeSap Farms, LLC, et al.  
200 Vesey Street, 24th Floor  
New York, NY 10281**

**If you would like to coordinate hand delivery of your Ballot, please send an email to [tsfinfo@angeiongroup.com](mailto:tsfinfo@angeiongroup.com) with “TreeSap Ballot Delivery” in the subject line at least 24 hours before your arrival at the address above and provide the anticipated date and time of your delivery.**

**OR**

**Submit your Ballot via the Balloting Agent’s online portal at <https://www.donlinrecano.com/tsf>. Click on the “Submit E-Ballot” section of the website and follow the instructions to submit your Ballot.**

**IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:**

**Unique E-Ballot ID#: \_\_\_\_\_**

**The Balloting Agent’s online portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.**

**Each Unique E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each Unique E-Ballot ID# you receive, as applicable.**

**Holders of Claims who cast a Ballot using the Balloting Agent’s online portal should NOT also submit a paper Ballot.**



IF THE BALLOTING AGENT DOES NOT ***ACTUALLY RECEIVE*** THIS BALLOT ON OR BEFORE **JUNE 27, 2025**, AT 4:00 P.M., (PREVAILING CENTRAL TIME), (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE BALLOTING AGENT BY CALLING (877) 322-4952 (U.S./CANADA TOLL FREE) OR +1 (212) 771-1128 (INTERNATIONAL), OR SENDING AN ELECTRONIC MESSAGE TO [TSFINFO@ANGEIONGROUP.COM](mailto:TSFINFO@ANGEIONGROUP.COM) WITH “TREESAP SOLICITATION INQUIRY” IN THE SUBJECT LINE.

#### **VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

1. Complete the Ballot by providing all of the information requested. Any Ballot that is illegible, contains insufficient information to identify the Holder, does not contain an original signature, or is unsigned will not be counted. You may return the Ballot by either of the following two methods:

**Use of Hard Copy Ballot.** To ensure that your hard copy Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and return your original Ballot in the enclosed pre-addressed, pre-paid envelope or via first class mail, overnight courier, or hand delivery to the following address:

**Regular Mail:**

**Donlin, Recano & Company, LLC  
Re: TreeSap Farms, LLC, et al.  
P.O. Box 2053  
New York, NY 10272-2042**

**Overnight Courier or Hand Delivery:**

**Donlin, Recano & Company, LLC  
c/o Angeion Group  
Re: TreeSap Farms, LLC, et al.  
200 Vesey Street, 24th Floor  
New York, NY 10281**

**Use of Online Ballot Portal.** To ensure that your electronic Ballot is counted, please follow the instructions on the Debtors’ case administration website at <https://www.donlinrecano.com/tsf>. You will need to enter your unique E-Ballot identification number indicated above. The online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. **Ballots will not be accepted by email or other electronic means (other than the online portal).**



**The Balloting Agent will tabulate all properly completed Ballots received on or before the Voting Deadline.**

2. The following Ballots will not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder; (b) any Ballot cast by a Person or Entity that does not hold a Claim or Interest in a Class that is entitled to vote on the Plan; (c) any unsigned Ballot; (d) any Ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan; or (e) any Ballot submitted by a party not entitled to cast a vote with respect to the Plan.
3. You must vote all your Class 3 Prepetition Lenders Secured Claims under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Class 3 Prepetition Lenders Secured Claims in a different manner than one another and you do not correct this before the Voting Deadline, none of your Class 3 Ballots will be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan will likewise not be counted.
4. The Ballot does not constitute, and shall not be deemed to be, a proof of claim or interest or an assertion or admission of a Claim or Interest.
5. 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.
6. If you cast more than one Ballot voting the same Claim before the Voting Deadline, the last received, properly executed Ballot submitted to the Balloting Agent will supersede and revoke any prior Ballot, provided that, if a Holder timely submits a both a paper Ballot and electronic Ballot on account of the same Claim, the electronic Ballot shall supersede the paper Ballot.
7. If a Holder holds a Claim in a Class against multiple Debtors, a vote on their Ballot will apply to all Debtors against whom such Holder has a Claim in that Class.
8. For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single Holder in a particular Class will be aggregated and treated as if such Holder held one Claim in such Class, and all votes related to such Claim will be treated as a single vote to accept or reject the Plan; *provided, however*, that if separate affiliated entities hold Claims in a particular Class, these Claims will not be aggregated and will not be treated as if such Holder held one Claim in such Class, and the vote of each affiliated entity will be counted separately as a vote to accept or reject the Plan.
9. In the event that (i) the Debtors revoke or withdraw the Plan, or (ii) the Confirmation Order is not entered or consummation of the Plan does not occur, this Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.

10. 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 will not resolicit votes for acceptance or rejection of the Plan.
11. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.
12. PLEASE RETURN YOUR BALLOT PROMPTLY TO THE BALLOTING AGENT IN THE ENVELOPE PROVIDED.
13. IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL OR EMAIL THE BALLOTING AGENT AT (877) 322-4952 (U.S./CANADA TOLL FREE) OR +1 (212) 771-1128 (INTERNATIONAL), OR SENDING AN ELECTRONIC MESSAGE TO [TSFINFO@ANGEIONGROUP.COM](mailto:TSFINFO@ANGEIONGROUP.COM) WITH **“TREESAP SOLICITATION INQUIRY”** IN THE SUBJECT LINE. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.
14. THE BALLOTING AGENT IS NOT AUTHORIZED TO AND WILL NOT PROVIDE LEGAL ADVICE.

**Exhibit 1B**

**Form of Class 4 General Unsecured Claims Ballot**

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

In re:	§	
	§	Chapter 11
TREESAP FARMS, LLC, <i>et al.</i> ,	§	
	§	Case No. 25-90017 (ARP)
Debtors. <sup>1</sup>	§	
	§	(Jointly Administered)
	§	
	§	

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**BALLOT TO ACCEPT OR REJECT THE DEBTORS' PLAN**

**Class 4: General Unsecured Claims**

**The voting deadline to accept or reject the Plan is 4:00 p.m. (prevailing Central Time), on June 27, 2025 (the “Voting Deadline”), unless extended by the Debtors**

**Article X of the Plan contains release, exculpation and injunction provisions. These provisions are included in the Ballot. You are advised to review and consider the Plan carefully because your rights might be affected thereunder even if you abstain from voting.**

This ballot (the “Ballot”) is provided to you to solicit your vote to accept or reject the *Joint Plan of Liquidation of TreeSap Farms, LLC and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. [ ● ]] (as may be amended, supplemented, or modified from time to time, the “Plan”) for TreeSap Farms, LLC (“TreeSap”) and certain of its affiliates (such affiliates, together with TreeSap, the “Debtors”).<sup>2</sup>

Please use this Ballot to cast your vote to accept or reject the Plan if you are, as of May 27, 2025 (the “Voting Record Date”), a holder of a General Unsecured Claim (a “Holder”) against the Debtors.

The Plan is attached as **Exhibit A** to the *Disclosure Statement for Joint Plan of Liquidation of TreeSap Farms, LLC and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No [ ● ]] (as may be amended, supplemented, or modified from time to time, the “Disclosure Statement”), which was included in the package (the “Solicitation Package”) you

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<sup>1</sup> The Debtors in these chapter 11 cases and the last four digits of their federal tax identification numbers are as follows: TreeSap Farms, LLC (5183); TSH Opco, LLC (4697); TSV Opco, LLC (5418); TSV Reco, LLC (4953); and TreeSap Florida, LLC (5331). The location of the Debtors’ principal place of business and the Debtors’ service address in these chapter 11 cases is TreeSap Farms, LLC, 5151 Mitchelldale St., Suite B-2, Houston, TX 77292-5279.

<sup>2</sup> Capitalized terms used in this Ballot or the attached instructions that are not defined herein have the meanings given to them in the Plan.

received with this Ballot. The Disclosure Statement provides information to assist you in deciding whether to accept or reject the Plan. The recoveries described in the Disclosure Statement are subject to confirmation of the Plan. If you do not have the Solicitation Package, you may obtain a copy (a) from Donlin, Recano & Company, LLC (the “Balloting Agent”) at no charge by: (i) visiting the Balloting Agent’s website at <https://www.donlinrecano.com/tsf>, (ii) calling (877) 322-4952 (U.S./Canada Toll Free) or +1 (212) 771-1128 (International), or (iii) sending an electronic message to [tsfinfo@angeiongroup.com](mailto:tsfinfo@angeiongroup.com) with “**TreeSap Solicitation Inquiry**” in the subject line and requesting a copy be provided to you; or (b) for a fee via PACER at <https://www.txs.uscourts.gov/bankruptcy>. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek independent legal, financial or tax advice concerning the Plan and your classification and treatment under the Plan. If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot or a Ballot in the wrong amount, please contact the Balloting Agent **immediately** at the address, telephone number, or email address set forth below.

On February 24, 2025, the Debtors commenced voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”). The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the Holders of at least two-thirds of the aggregate principal amount and more than one-half in number of the Claims voted in each Voting Class, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under the Bankruptcy Code. **If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan, and (b) otherwise satisfies the requirements of section 1129 of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or if you vote to reject the Plan.** To have your vote counted, you must complete, sign, and return this Ballot to the Balloting Agent by the Voting Deadline.

**PLEASE READ THE ATTACHED VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

PLEASE COMPLETE ALL APPLICABLE ITEMS BELOW. PLEASE FILL IN ALL OF THE INFORMATION REQUESTED UNDER ITEM 3. IF THIS BALLOT HAS NOT BEEN PROPERLY SIGNED IN THE SPACE PROVIDED, YOUR VOTE MAY NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

**Item 1. Principal Amount of Claim.** The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder (or authorized signatory of such Holder) of a General Unsecured Claim in the aggregate unpaid principal amount inserted into the box below, without regard to any accrued but unpaid interest.

\$

**Item 2. Votes on Plan.** Please vote below either to accept or to reject the Plan with respect to your Claims in Class 4. Any Ballot not marked either to accept or reject the Plan, or marked both to accept and to reject the Plan, shall not be counted in determining acceptance or rejection of the Plan.

**Before voting on the Plan, please note the following:**

**If you vote to accept the Plan, you shall be deemed to have consented to the release, injunction, and exculpation provisions set forth in Article X of the Plan.**

**The Disclosure Statement and the Plan must be referenced for a complete description of the release, injunction, and exculpation provisions in Article X of the Plan.**

**Vote of Holder of Prepetition Secured Lenders Claim on the Plan.** The undersigned Holder of a Class 4 General Unsecured Claim votes to (check one box):

☐ **Accept** the Plan      ☐ **Reject** the Plan

THE DEBTORS RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

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

PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, INCLUDING THE FOLLOWING:

*Defined Terms*

**“Exculpated Parties”** means collectively: (a) the Debtors; (b) the Independent Director; and (c) the Committee and each of the members of the Committee.

**“Released Parties”** means collectively: (a) each Debtor and Post-Effective Date Debtor; (b) the Independent Director; (c) the CRO; (d) the DIP Lender; (e) the Prepetition Agent; (f) the Prepetition Lenders; (g) the Plan Administrator; (h) the Committee and its members; (i) the Professional Persons; and (j) with respect to each of the foregoing Persons and Entities in clauses (a) through (i), each Person’s or Entity’s Representatives.

**“Representatives”** means, with respect to an Entity or Person, such Entity’s or Person’s current and former (i) officers, (ii) directors, (iii) managers, (iv) principals, (v) members, (vi) employees, (vii) agents, (viii) advisory board members, (ix) financial advisors, (x) Affiliates, (xi) partners, (xii) attorneys, (xiii) accountants, (xiv) trustees, (xv) investment bankers, (xvi) consultants, (xvii) representatives, and (xviii) other professionals and advisors, each in their capacity as such.

*Article X.B Debtor Release*

As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce this Plan and the obligations contemplated by this Plan and the documents in the Plan Supplement, or as otherwise provided in any order of the Bankruptcy Court, on and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, by the Debtors, the Post-Effective Date Debtors, and the Estates, in each case on behalf of themselves and their respective successors, assigns, and Representatives and any and all other Persons that may purport to assert any Causes of Action derivatively, by or through the foregoing Persons, from any and all Claims and Causes of Action (including any derivative claims, asserted or assertable on behalf of the Debtors, the Post-Effective Date Debtors, or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors, the Post-Effective Date Debtors, the Estates, or their affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person (collectively, the **“Debtor Released Claims”**), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors’ capital structure, the Post-Effective Date Debtors, or their Estates, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any asset or security of the Debtors or the Post-Effective Date Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the Debtors’ in or out-of-court restructuring and recapitalization efforts, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the documents in the Plan Supplement, the Asset Purchase Agreement, the Bidding Procedures Order, the Sale Transaction, the Sale Order, the Disclosure Statement, the DIP Order and the DIP Loan Documents, this Plan, and related

agreements, instruments, and other documents, and the negotiation, formulation, preparation, dissemination, filing, pursuit of consummation, or implementation thereof, the solicitation of votes with respect to this Plan, or any other act or omission; provided, however, that the foregoing “Debtor Release” shall not operate to waive or release, and the “Debtor Released Claims” shall not include, any Cause of Action of any Debtor or its Estate: (1) against a Released Party arising from any obligations owed to the Debtors pursuant to an Executory Contract or Unexpired Lease that is not otherwise rejected by the Debtors pursuant to section 365 of the Bankruptcy Code before, after, or as of the Effective Date; (2) expressly set forth in and preserved by this Plan or related documents; (3) that is of a commercial nature and arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed; (4) against a Holder of a Disputed Claim to the extent necessary to administer and resolve such Disputed Claim solely in accordance with this Plan; or (5) arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, gross negligence, willful misconduct or criminal conduct (other than with respect to or relating to the Adversary Actions). Notwithstanding anything to the contrary in the foregoing, the “Debtor Release” set forth above does not release any post-Effective Date obligations of any Entity under this Plan or any document, instrument or agreement executed in connection with this Plan with respect to the Debtors, the Post-Effective Date Debtors, or the Estates.

#### *Article X.C Exculpation*

To the fullest extent permitted by applicable law, and without affecting or limiting the releases set forth in Article X of this Plan, effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or entity for any claims, causes of action or for any act taken or omitted to be taken on or after the Petition Date and prior to or on the Effective Date in connection with or arising out of: the administration of the Chapter 11 Cases, commencement of the Chapter 11 Cases, pursuit of Confirmation and consummation of this Plan, making Distributions, implementing the Wind-Down, the Disclosure Statement, the Sale Transaction, the Asset Purchase Agreement, the Sale Order, or the solicitation of votes for, or Confirmation of, this Plan; the occurrence of the Effective Date; the administration of this Plan or the property to be distributed under this Plan; the issuance of securities under or in connection with this Plan; the purchase, sale, or rescission of the purchase or sale of any asset or security of the Debtors; or the transactions in furtherance of any of the foregoing; provided, however, that none of the foregoing provisions shall operate to waive or release (i) any Claims or Causes of Action arising out of or related to any act or omission of an Exculpated Party that constitutes intentional fraud, criminal conduct, or willful misconduct, as determined by a Final Order, and (ii) the Exculpated Parties’ rights and obligations under this Plan, the Plan Supplement documents, and the Confirmation Order, but in all respects such Persons will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. The Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation of votes on this Plan and, therefore, are not, and will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or Distributions made pursuant to this Plan. The Exculpation will be in addition to, and not in



**limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.**

***Article X.D Permanent Injunction.***

The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released pursuant to this Plan, including the Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities released or exculpated in this Plan or the Confirmation Order.

**No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Post-Effective Date Debtors, or the Exculpated Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article X hereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Post-Effective Date Debtor, or Exculpated Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Post-Effective Date Debtor, Exculpated Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. Any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any claims or causes of action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.**

**Item 3. Acknowledgments.** By signing this Ballot, the Holder (or authorized signatory of such Holder) acknowledges receipt of the Plan, the Disclosure Statement, and the other applicable solicitation materials, and certifies that

- (i) it has the power and authority to vote to accept or reject the Plan;
- (ii) it was the Holder (or is entitled to vote on behalf of such Holder) of the Claims described in Item 1 as of the Voting Record Date;
- (iii) it has cast the same vote with respect to all of its Claims in the same Class as the Claims described in Item 1;

- (iv) no other Ballots with respect to the Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claims, then any such earlier received Ballots are hereby revoked;
- (v) 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; and
- (vi) the undersigned understands that an otherwise properly completed, executed, and timely returned Ballot failing to indicate either acceptance or rejection of the Plan, or indicating both acceptance and rejection of the Plan, will not be counted.

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Name of Holder

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Signature

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Name of Signatory and Title

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Name of Institution (if different than Holder)

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Street Address

---

City, State, Zip Code

---

Telephone Number

---

E-mail Address

---

Date Completed

**PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) *PROMPTLY* VIA FIRST CLASS MAIL (OR IN THE ENCLOSED REPLY ENVELOPE PROVIDED), OVERNIGHT COURIER, OR HAND DELIVERY TO:**

**Regular Mail:**

**Donlin, Recano & Company, LLC  
Re: TreeSap Farms, LLC, et al.  
P.O. Box 2053  
New York, NY 10272-2042**

**Overnight Courier or Hand Delivery:**

**Donlin, Recano & Company, LLC  
c/o Angeion Group  
Re: TreeSap Farms, LLC, et al.  
200 Vesey Street, 24th Floor  
New York, NY 10281**

**If you would like to coordinate hand delivery of your Ballot, please send an email to [tsinfo@angeiongroup.com](mailto:tsinfo@angeiongroup.com) with “TreeSap Ballot Delivery” in the subject line) at least 24 hours before your arrival at the address above and provide the anticipated date and time of your delivery.**

**OR**

**Submit your Ballot via the Balloting Agent’s online portal at <https://www.donlinrecano.com/tsf>. Click on the “Submit E-Ballot” section of the website and follow the instructions to submit your Ballot.**

**IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:**

**Unique E-Ballot ID#: \_\_\_\_\_**

**The Balloting Agent’s online portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.**

**Each Unique E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each Unique E-Ballot ID# you receive, as applicable.**

**Holders of Claims who cast a Ballot using the Balloting Agent’s online portal should NOT also submit a paper Ballot.**

IF THE BALLOTING AGENT DOES NOT ***ACTUALLY RECEIVE*** THIS BALLOT ON OR BEFORE **JUNE 27, 2025**, AT 4:00 P.M., (PREVAILING CENTRAL TIME), (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE BALLOTING AGENT BY CALLING (877) 322-4952 (U.S./CANADA TOLL FREE) OR +1 (212) 771-1128 (INTERNATIONAL), OR SENDING AN ELECTRONIC MESSAGE TO [TSFINFO@ANGEIONGROUP.COM](mailto:TSFINFO@ANGEIONGROUP.COM) WITH “TREESAP SOLICITATION INQUIRY” IN THE SUBJECT LINE.

#### **VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

1. Complete the Ballot by providing all of the information requested. Any Ballot that is illegible, contains insufficient information to identify the Holder, does not contain an original signature, or is unsigned will not be counted. You may return the Ballot by either of the following two methods:

**Use of Hard Copy Ballot.** To ensure that your hard copy Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and return your original Ballot in the enclosed pre-addressed, pre-paid envelope or via first class mail, overnight courier, or hand delivery to the following address:

**Regular Mail:**

**Donlin, Recano & Company, LLC  
Re: TreeSap Farms, LLC, et al.  
P.O. Box 2053  
New York, NY 10272-2042**

**Overnight Courier or Hand Delivery:**

**Donlin, Recano & Company, LLC  
c/o Angeion Group  
Re: TreeSap Farms, LLC, et al.  
200 Vesey Street, 24th Floor  
New York, NY 10281**

**Use of Online Ballot Portal.** To ensure that your electronic Ballot is counted, please follow the instructions on the Debtors’ case administration website at <https://www.donlinrecano.com/tsf>. You will need to enter your unique E-Ballot identification number indicated above. The online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. **Ballots will not be accepted by email or other electronic means (other than the online portal).**

**The Balloting Agent will tabulate all properly completed Ballots received on or before the Voting Deadline.**

2. The following Ballots will not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder; (b) any Ballot cast by a Person or Entity that does not hold a Claim or Interest in a Class that is entitled to vote on the Plan; (c) any unsigned Ballot; (d) any Ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan; or (e) any Ballot submitted by a party not entitled to cast a vote with respect to the Plan.
3. You must vote all your Class 4 General Unsecured Claims under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Class 4 General Unsecured Claims in a different manner than one another and you do not correct this before the Voting Deadline, none of your Class 4 Ballots will be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan will likewise not be counted.
4. The Ballot does not constitute, and shall not be deemed to be, a proof of claim or interest or an assertion or admission of a Claim or Interest.
5. 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.
6. If you cast more than one Ballot voting the same Claim before the Voting Deadline, the last received, properly executed Ballot submitted to the Balloting Agent will supersede and revoke any prior Ballot, provided that, if a Holder timely submits a both a paper Ballot and electronic Ballot on account of the same Claim, the electronic Ballot shall supersede the paper Ballot.
7. If a Holder holds a Claim in a Class against multiple Debtors, a vote on their Ballot will apply to all Debtors against whom such Holder has a Claim in that Class.
8. For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single Holder in a particular Class will be aggregated and treated as if such Holder held one Claim in such Class, and all votes related to such Claim will be treated as a single vote to accept or reject the Plan; *provided, however*, that if separate affiliated entities hold Claims in a particular Class, these Claims will not be aggregated and will not be treated as if such Holder held one Claim in such Class, and the vote of each affiliated entity will be counted separately as a vote to accept or reject the Plan.
9. In the event that (i) the Debtors revoke or withdraw the Plan, or (ii) the Confirmation Order is not entered or consummation of the Plan does not occur, this Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.

10. 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 will not resolicit votes for acceptance or rejection of the Plan.
11. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.
12. PLEASE RETURN YOUR BALLOT PROMPTLY TO THE BALLOTING AGENT IN THE ENVELOPE PROVIDED.
13. IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL OR EMAIL THE BALLOTING AGENT AT (877) 322-4952 (U.S./CANADA TOLL FREE) OR +1 (212) 771-1128 (INTERNATIONAL), OR SENDING AN ELECTRONIC MESSAGE TO [TSFINFO@ANGEIONGROUP.COM](mailto:TSFINFO@ANGEIONGROUP.COM) WITH **“TREESAP SOLICITATION INQUIRY”** IN THE SUBJECT LINE. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.
14. THE BALLOTING AGENT IS NOT AUTHORIZED TO AND WILL NOT PROVIDE LEGAL ADVICE.

**Exhibit 2**

**Notice of Non-Voting Status**

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

In re:	§	
	§	Chapter 11
TREESAP FARMS, LLC, <i>et al.</i> ,	§	
	§	Case No. 25-90017 (ARP)
Debtors. <sup>1</sup>	§	
	§	(Jointly Administered)
	§	
	§	

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**NOTICE OF NON-VOTING STATUS TO  
HOLDERS OF CLAIMS AND INTERESTS IN NON-VOTING CLASSES**

**You are receiving this notice because your rights may be affected under the Plan.**

**Due to the nature and treatment of your Claim or Interest under the Plan, you are not entitled to vote on the Plan.**

**You should review this notice carefully and may wish to consult legal counsel as your rights may be affected.**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

On February 24, 2025, TreeSap Farms, LLC and its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases (together, the “Debtors”) commenced voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Court”).

The Debtors have commenced solicitation of votes to accept their *Joint Plan of Liquidation of TreeSap Farms, LLC and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. [ ● ]] (as may be amended, supplemented, or modified from time to time, the “Plan”), as set forth in the *Disclosure Statement for Joint Plan of Liquidation of TreeSap Farms, LLC and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No [ ● ]] (as may be amended, supplemented, or modified from time to time, the “Disclosure Statement”)<sup>2</sup> On [●],

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<sup>1</sup> The Debtors in these chapter 11 cases and the last four digits of their federal tax identification numbers are as follows: TreeSap Farms, LLC (5183); TSH Opco, LLC (4697); TSV Opco, LLC (5418); TSV Reco, LLC (4953); and TreeSap Florida, LLC (5331). The location of the Debtors’ principal place of business and the Debtors’ service address in these chapter 11 cases is TreeSap Farms, LLC, 5151 Mitchelldale St., Suite B-2, Houston, TX 77292-5279.

<sup>2</sup> Capitalized terms used but not defined herein have the meanings given to them in the Plan.



2025, the Court entered an order [Docket No. [●]] (the “Solicitation Procedures Order”) approving the Disclosure Statement on a conditional basis and solicitation procedures for voting on the Plan.

You may obtain copies of the Plan, Disclosure Statement, and Solicitation Procedures Order (a) from Donlin, Recano & Company, LLC (the “Balloting Agent”) at no charge by: (i) visiting the Balloting Agent’s website at <https://www.donlinrecano.com/tsf>, (ii) calling (877) 322-4952 (U.S./Canada Toll Free) or +1 (212) 771-1128 (International), or (iii) sending an electronic message to [tsfinfo@angeiongroup.com](mailto:tsfinfo@angeiongroup.com) with “**TreeSap Solicitation Inquiry**” in the subject line and requesting a copy be provided to you; or (b) for a fee via PACER at <https://www.txs.uscourts.gov/bankruptcy>.

**You are receiving this notice because you are or may be a Holder of a Claim against or Interest in one or more of the Debtors that is not entitled to vote on the Plan.** Specifically, Holders of certain unclassified Claims (such as Administrative Claims, DIP Claims, and Priority Tax Claims) along with Holders of Claims and Interests in Class 1 (Other Priority Claims), Class 2 (Other Secured Claims), Class 5 (Intercompany Claims), Class 6 (Intercompany Interests), and Class 7 (Equity Interests), are either unimpaired and presumed to accept the Plan or impaired and deemed to reject the Plan and are not entitled to vote.

A hearing (the “Combined Hearing”) to consider final approval of the Disclosure Statement and confirmation of the Plan will be held before the Honorable Judge Alfredo R. Perez, United States Bankruptcy Judge, in Courtroom 400 of the United States Bankruptcy Court for the Southern District of Texas, 515 Rusk Street, Houston, Texas 77002, (or via telephonic or other electronic means, as the Bankruptcy Court may direct) **on July 8, 2025, at 9:00 a.m. (prevailing Central Time)**. The Combined Hearing may be continued from time to time without further notice other than the announcement by the Debtors in open court of the adjourned date(s) at the Combined Hearing or any continued hearing or as indicated in any notice filed with the Bankruptcy Court. The Plan may be amended, supplemented, or modified from time to time, in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and other applicable law, before, during, or as a result of the Combined Hearing, without further notice to creditors or other parties in interest.

Any objection to the Disclosure Statement or confirmation of the Plan must: (a) be made in writing, (b) conform to the Bankruptcy Rules, the Bankruptcy Local Rules, and the Complex Case Procedures, (c) set forth the name of the objector and the nature and amount of any claim or interest asserted by the objector against or in the Debtors, (d) state with particularity the legal and factual basis for the objection, and (e) be filed with the Court and served so as to be **actually received** no later than **June 27, 2025 at 4:00 p.m. prevailing Central time** (the “Objection Deadline”) by the parties listed below (the “Notice Parties”).

**OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH HEREIN MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.**

- a. Counsel to the Debtors: Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, TX 77002 (Attn: Timothy A. (“Tad”) Davidson II, Joseph P. Rovira, Catherine A. Rankin, and Brandon Bell (taddavidson@Hunton.com, josephrovira@Hunton.com, crankin@Hunton.com, bbell@Hunton.com));
- b. Counsel to the DIP Lender and Prepetition Agent: Porter Hedges LLP, 1000 Main Street, 36<sup>th</sup> Floor, Houston, TX 77002 (Attn: Eric M. English, M. Shane Johnson, and James A. Keefe (eenglish@porterhedges.com, sjohnson@porterhedges.com, jkeefe@porterhedges.com));
- c. Office of the United States Trustee for the Southern District of Texas: 515 Rusk Street, Suite 3516, Houston, TX 77002 (Attn: Andrew Jimenez (Andrew.Jimenez@usdoj.gov)).
- d. Counsel to the Creditors’ Committee: McDermott Will & Emery LLP, 2501 North Harwood Street, Suite 1900, Dallas, TX 75201-1664 (Attn: Charles R. Gibbs, Marcus Helt, and Eric Seitz (crgibbs@mwe.com, mhelt@mwe.com, eseitz@mwe.com)).

If you have questions about this Notice of Non-Voting Status, please contact:

Donlin, Recano & Company, LLC

**Telephone:** (877) 322-4952 (U.S./Canada Toll Free) or +1 (212) 771-1128 (International)

**Email:** [tsfinfo@angeiongroup.com](mailto:tsfinfo@angeiongroup.com) (with “TreeSap” in the subject line)

**Website:** <https://www.donlinrecano.com/Clients/tsf/Index> (using the “Contact Information” link on the left hand menu of the website landing page)

**Please note that Donlin, Recano & Company, LLC cannot provide you with legal or financial advice.**

**You are strongly encouraged to review the terms of the Disclosure Statement and the Plan and to consult with your legal and financial advisors regarding your rights.**

## Schedule A

### PLAN RELEASE, EXCULPATION AND INJUNCTION PROVISIONS

#### *Defined Terms*

“**Exculpated Parties**” means collectively: (a) the Debtors; (b) the Independent Director; and (c) the Committee and each of the members of the Committee.

“**Released Parties**” means collectively: (a) each Debtor and Post-Effective Date Debtor; (b) the Independent Director; (c) the CRO; (d) the DIP Lender; (e) the Prepetition Agent; (f) the Prepetition Lenders; (g) the Plan Administrator; (h) the Committee and its members; (i) the Professional Persons; and (j) with respect to each of the foregoing Persons and Entities in clauses (a) through (i), each Person’s or Entity’s Representatives.

“**Representatives**” means, with respect to an Entity or Person, such Entity’s or Person’s current and former (i) officers, (ii) directors, (iii) managers, (iv) principals, (v) members, (vi) employees, (vii) agents, (viii) advisory board members, (ix) financial advisors, (x) Affiliates, (xi) partners, (xii) attorneys, (xiii) accountants, (xiv) trustees, (xv) investment bankers, (xvi) consultants, (xvii) representatives, and (xviii) other professionals and advisors, each in their capacity as such.

#### *Article X.B Debtor Release*

As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce this Plan and the obligations contemplated by this Plan and the documents in the Plan Supplement, or as otherwise provided in any order of the Bankruptcy Court, on and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, by the Debtors, the Post-Effective Date Debtors, and the Estates, in each case on behalf of themselves and their respective successors, assigns, and Representatives and any and all other Persons that may purport to assert any Causes of Action derivatively, by or through the foregoing Persons, from any and all Claims and Causes of Action (including any derivative claims, asserted or assertable on behalf of the Debtors, the Post-Effective Date Debtors, or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors, the Post-Effective Date Debtors, the Estates, or their affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person (collectively, the “**Debtor Released Claims**”), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors’ capital structure, the Post-Effective Date Debtors, or their Estates, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any asset or security of the Debtors or the Post-Effective Date Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the Debtors’ in or out-of-court

restructuring and recapitalization efforts, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the documents in the Plan Supplement, the Asset Purchase Agreement, the Bidding Procedures Order, the Sale Transaction, the Sale Order, the Disclosure Statement, the DIP Order and the DIP Loan Documents, this Plan, and related agreements, instruments, and other documents, and the negotiation, formulation, preparation, dissemination, filing, pursuit of consummation, or implementation thereof, the solicitation of votes with respect to this Plan, or any other act or omission; provided, however, that the foregoing “Debtor Release” shall not operate to waive or release, and the “Debtor Released Claims” shall not include, any Cause of Action of any Debtor or its Estate: (1) against a Released Party arising from any obligations owed to the Debtors pursuant to an Executory Contract or Unexpired Lease that is not otherwise rejected by the Debtors pursuant to section 365 of the Bankruptcy Code before, after, or as of the Effective Date; (2) expressly set forth in and preserved by this Plan or related documents; (3) that is of a commercial nature and arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed; (4) against a Holder of a Disputed Claim to the extent necessary to administer and resolve such Disputed Claim solely in accordance with this Plan; or (5) arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, gross negligence, willful misconduct or criminal conduct (other than with respect to or relating to the Adversary Actions). Notwithstanding anything to the contrary in the foregoing, the “Debtor Release” set forth above does not release any post-Effective Date obligations of any Entity under this Plan or any document, instrument or agreement executed in connection with this Plan with respect to the Debtors, the Post-Effective Date Debtors, or the Estates.

#### *Article X.C Exculpation*

To the fullest extent permitted by applicable law, and without affecting or limiting the releases set forth in Article X of this Plan, effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or entity for any claims, causes of action or for any act taken or omitted to be taken on or after the Petition Date and prior to or on the Effective Date in connection with or arising out of: the administration of the Chapter 11 Cases, commencement of the Chapter 11 Cases, pursuit of Confirmation and consummation of this Plan, making Distributions, implementing the Wind-Down, the Disclosure Statement, the Sale Transaction, the Asset Purchase Agreement, the Sale Order, or the solicitation of votes for, or Confirmation of, this Plan; the occurrence of the Effective Date; the administration of this Plan or the property to be distributed under this Plan; the issuance of securities under or in connection with this Plan; the purchase, sale, or rescission of the purchase or sale of any asset or security of the Debtors; or the transactions in furtherance of any of the foregoing; provided, however, that none of the foregoing provisions shall operate to waive or release (i) any Claims or Causes of Action arising out of or related to any act or omission of an Exculpated Party that constitutes intentional fraud, criminal conduct, or willful misconduct, as determined by a Final Order, and (ii) the Exculpated Parties’ rights and obligations under this Plan, the Plan Supplement documents, and the Confirmation Order, but in all respects such Persons will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. The Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation of votes on this Plan and,

therefore, are not, and will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or Distributions made pursuant to this Plan. The Exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

***Article X.D Permanent Injunction.***

The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released pursuant to this Plan, including the Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities released or exculpated in this Plan or the Confirmation Order.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Post-Effective Date Debtors, or the Exculpated Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article X hereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Post-Effective Date Debtor, or Exculpated Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Post-Effective Date Debtor, Exculpated Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. Any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any claims or causes of action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

**Exhibit 3**

**Combined Hearing Notice**

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

In re:	§	
	§	Chapter 11
TREESAP FARMS, LLC, <i>et al.</i> ,	§	
	§	Case No. 25-90017 (ARP)
Debtors. <sup>1</sup>	§	
	§	(Jointly Administered)
	§	
	§	

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**NOTICE OF (A) COMBINED HEARING ON  
APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN  
AND (B) DEADLINE TO OBJECT TO DISCLOSURE STATEMENT  
AND CONFIRMATION OF PLAN**

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOUR RIGHTS MAY BE  
AFFECTED BY THE PLAN. THEREFORE, YOU SHOULD READ THIS NOTICE  
CAREFULLY AND DISCUSS IT WITH YOUR ATTORNEY. IF YOU DO NOT HAVE  
AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.**

**TO: ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN TREESAP FARMS,  
LLC AND ITS AFFILIATED DEBTORS AND DEBTORS IN POSSESSION AND  
ALL OTHER PARTIES IN INTEREST IN THE ABOVE-CAPTIONED CHAPTER  
11 CASES**

**PLEASE TAKE NOTICE THAT** on May 9, 2025, TreeSap Farms, LLC and its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases (together, the “Debtors”), filed their (i) *Joint Plan of Liquidation of TreeSap Farms, LLC and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. [ ● ]] (as may be amended, supplemented, or modified from time to time, the “Plan”), and (ii) *Disclosure Statement for Joint Plan of Liquidation of TreeSap Farms, LLC and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No [ ● ]] (as may be amended, supplemented, or modified from time to time, the “Disclosure Statement”).<sup>2</sup> On **May 28, 2025**, the Bankruptcy Court entered an order [Docket No. [●]] that, among other things, approved the Disclosure Statement on a conditional basis and established **June 27, 2025, at 4:00 p.m. (prevailing Central Time)** as the deadline for objecting to the adequacy of the disclosure statement and confirmation of the Plan (the “Objection”).

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<sup>1</sup> The Debtors in these chapter 11 cases and the last four digits of their federal tax identification numbers are as follows: TreeSap Farms, LLC (5183); TSH Opco, LLC (4697); TSV Opco, LLC (5418); TSV Reco, LLC (4953); and TreeSap Florida, LLC (5331). The location of the Debtors’ principal place of business and the Debtors’ service address in these chapter 11 cases is TreeSap Farms, LLC, 5151 Mitchelldale St., Suite B-2, Houston, TX 77292-5279.

<sup>2</sup> Capitalized terms used but not defined herein have the meanings given to them in the Plan.



Deadline”) and **July 8, 2025 at 9:00 a.m. (prevailing Central Time)** as the date and time of the hearing to consider confirmation of the Plan (the “Combined Hearing”).

If you wish to review the Plan, you may receive a copy of the Plan free of charge from Donlin, Recano & Company, LLC, the balloting agent retained by the Debtors in these chapter 11 cases, by: (i) calling the Debtors’ restructuring hotline at (877) 322-4952 (U.S./Canada Toll Free) or +1 (212) 771-1128 (International); (ii) visiting the Debtors’ restructuring website at: <https://www.donlinrecano.com/tsf>; or (iii) sending an email to [tsfinfo@angeiongroup.com](mailto:tsfinfo@angeiongroup.com) with “TreeSap Solicitation Inquiry” in the subject line. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <https://www.txs.uscourts.gov/bankruptcy>. Please be advised that Donlin, Recano & Company, LLC is authorized to answer questions and provide additional copies of solicitation materials but may **not** advise you as to whether you should object to the Plan.

The Bankruptcy Court can confirm the Plan and bind all Holders of Claims and Interests if, after approval of the Disclosure Statement and the solicitation of votes to accept or reject the Plan, it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Claims in each Voting Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class rejecting the Plan and (b) otherwise satisfies the requirements of section 1129 of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on all Holders of Claims and Equity Interests whether or not a particular Holder was entitled to vote, voted, or affirmatively voted to reject the Plan.

The Combined Hearing to consider the adequacy of the Disclosure Statement on a final basis and confirmation of the Plan will commence on **July 8, 2025, at 9:00 a.m. (prevailing Central Time)**, before the Honorable Judge Alfredo R. Perez, United States Bankruptcy Judge, in Courtroom 400 of the United States Bankruptcy Court for the Southern District of Texas, 515 Rusk Street, Houston, Texas 77002 (or via telephonic or other electronic means, as the Bankruptcy Court may direct). The Combined Hearing may be continued from time to time by the Bankruptcy Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on such parties as the Bankruptcy Court may order. Moreover, the Plan may be modified or amended, if necessary, pursuant to section 1127 of the Bankruptcy Code, before, during or as a result of the Combined Hearing, without further notice to parties in interest.

### **CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN**

**ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS. YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.**

Objection Deadline. The deadline for filing objections to the adequacy of the Disclosure Statement or confirmation of the Plan is **June 27, 2025, at 4:00 p.m. (prevailing Central Time)**.



Any objection to the adequacy of the Disclosure Statement or confirmation of the Plan must: (a) be made in writing, (b) conform to the Bankruptcy Rules, the Bankruptcy Local Rules, and the Complex Case Procedures, (c) set forth the name of the objector and the nature and amount of any claim or interest asserted by the objector against or in the Debtors, (d) state with particularity the legal and factual basis for the objection, and (e) be filed with the Court and served so as to be **actually received** no later than the Objection Deadline by the parties listed below (the “Notice Parties”). OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH HEREIN MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.

- a. Counsel to the Debtors: Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, TX 77002 (Attn: Timothy A. (“Tad”) Davidson II, Joseph P. Rovira, Catherine A. Rankin, and Brandon Bell (taddavidson@Hunton.com, josephrovira@Hunton.com, crankin@Hunton.com, bbell@Hunton.com));
- b. Counsel to the DIP Lender and Prepetition Agent: Porter Hedges LLP, 1000 Main Street, 36<sup>th</sup> Floor, Houston, TX 77002 (Attn: Eric M. English, M. Shane Johnson, and James A. Keefe (eenglish@porterhedges.com, sjohnson@porterhedges.com, jkeefe@porterhedges.com));
- c. Office of the United States Trustee for the Southern District of Texas: 515 Rusk Street, Suite 3516, Houston, TX 77002 (Attn: Andrew Jimenez (Andrew.Jimenez@usdoj.gov)).
- d. Counsel to the Creditors’ Committee: McDermott Will & Emery LLP, 2501 North Harwood Street, Suite 1900, Dallas, TX 75201-1664 (Attn: Charles R. Gibbs, Marcus Helt, and Eric Seitz (crgibbs@mwe.com, mhelt@mwe.com, eseitz@mwe.com)).

### **ADDITIONAL INFORMATION**

ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.