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

**In re:** §  
§ **Chapter 11**  
§  
**EVERSTREAM SOLUTIONS LLC, et al.,** § **Case No. 25-90144 (CML)**  
§  
§ **(Jointly Administered)**  
§  
**Debtors.<sup>1</sup>**

**NOTICE OF (I) APPROVAL OF (A) DISCLOSURE STATEMENT,  
(B) SOLICITATION AND VOTING PROCEDURES, AND (C) PROCEDURES FOR  
ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED  
LEASES, (II) CONFIRMATION HEARING, AND (III) ESTABLISHMENT OF NOTICE  
AND OBJECTION PROCEDURES FOR CONFIRMATION OF PROPOSED PLAN**

**TO ALL PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF:**

DEBTOR	CASE NO.
Everstream Solutions LLC	25-90144 (CML)
Everstream Networks LLC	25-90139 (CML)
Midwest Fiber Holdings LP	25-90140 (CML)
Midwest Fiber Acquisition Topco LLC	25-90141 (CML)
Midwest Fiber Acquisition Midco1 LLC	25-90142 (CML)
Midwest Fiber Acquisition LLC	25-90143 (CML)
Everstream GLC Holding Company LLC	25-90145 (CML)
American Fiber Comm L.L.C.	25-90146 (CML)
HRS Internet, LLC	25-90147 (CML)
15955 State Street LLC	25-90148 (CML)
Rocket Fiber LLC	25-90149 (CML)
Lynx Network Group, Inc.	25-90150 (CML)
Lynx Fiber One, LLC	25-90151 (CML)
Lynx Fiber Two, LLC	25-90152 (CML)

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Midwest Fiber Holdings LP (3804); Midwest Fiber Acquisition Topco LLC (N/A); Midwest Fiber Acquisition Midco1 LLC (6061); Midwest Fiber Acquisition LLC (N/A); Everstream Solutions LLC (2361); Everstream Networks LLC (4542); Everstream GLC Holding Company LLC (4493); American Fiber Comm L.L.C. (2389); HRS Internet, LLC (5042); Lynx Network Group, Inc. (6261); 15955 State Street LLC (2731); Rocket Fiber LLC (7722); Lynx Fiber One, LLC (7151); and Lynx Fiber Two, LLC (3416). The Debtors' mailing address is 1228 Euclid Ave. Suite 250, Cleveland, OH 44115.

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. **Approval of Disclosure Statement.** On October 14, 2025, the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) approved the *Disclosure Statement for Amended Joint Chapter 11 Plan of Everstream Solutions LLC and Its Affiliated Debtors*, filed on October 7, 2025 (Docket No. 487) (including any exhibits and schedules thereto and as may be amended, supplemented, or otherwise modified from time to time, the “**Disclosure Statement**”)<sup>2</sup> pursuant to entry of an order with respect thereto (Docket No. 501) (the “**Disclosure Statement Order**”). The Disclosure Statement Order, among other things, authorizes Everstream Solutions LLC and its debtor affiliates as debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) to solicit votes to accept the *Amended Joint Chapter 11 Plan of Everstream Solutions LLC and Its Affiliated Debtors*, filed on October 7, 2025 (Docket No. 485) (including any exhibits and schedules thereto and as may be amended, supplemented, or otherwise modified from time to time, the “**Plan**”).

2. **Confirmation Hearing.** A hearing to consider confirmation of the Plan (the “**Confirmation Hearing**”) has been scheduled for **November 19, 2025 at 1:00 p.m. (Prevailing Central Time)**, before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, in the Bankruptcy Court, Courtroom 402, 4th Floor, 515 Rusk Avenue, Houston, Texas 77002. The Confirmation Hearing may be adjourned or continued from time to time by the Bankruptcy Court without further notice other than by a Court announcement providing for such adjournment or continuation on its agenda. The Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing.

3. **Voting Record Date.** Holders of Claims in Class 3 (OpCo Lender Secured Claims), Class 4 (OpCo General Unsecured Claims), and Class 5 (HoldCo Lender Secured Claims) as of **October 14, 2025** (the “**Voting Record Date**”) that are otherwise eligible to vote on the Plan shall be entitled to vote to accept or reject the Plan.

4. **Voting Deadline.** If you received a Solicitation Package, including a Ballot and intend to vote on the Plan you must (a) follow the instructions carefully, (b) complete all of the required information on the Ballot, and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions on your Ballot so that it is **actually received** by the Debtors’ solicitation and voting agent, Stretto, Inc. (“**Stretto**” or the “**Solicitation Agent**”) on or before **November 11, 2025 at 4:00 p.m. (Prevailing Central Time)** (the “**Voting Deadline**”). **ANY FAILURE TO FOLLOW THE VOTING INSTRUCTIONS INCLUDED WITH YOUR BALLOT MAY DISQUALIFY YOUR BALLOT AND YOUR VOTE.**

5. **Parties in Interest Not Entitled to Vote.** Holders of Claims or Interests in Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), Class 6 (HoldCo General Unsecured Claims), Class 7 (Intercompany Claims), Class 8 (Subordinated Claims), Class 9 (HoldCo Equity Interests), and Class 10 (Intercompany Interests) (collectively, the “**Non-Voting Classes**”) are either (a) impaired and deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code or (b) unimpaired and presumed to have accepted the Plan pursuant to

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<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Disclosure Statement or the Plan, as applicable.

section 1126(f) of the Bankruptcy Code. Accordingly, holders of Claims and Interests in the Non-Voting Classes are not entitled to vote to accept or reject the Plan and will not receive a Ballot. If you disagree with the amount set forth by the Debtors for your Claim in the schedules or if you have filed a proof of claim and disagree with either (a) the Debtors' objection to your Claim and believe that you should be entitled to vote on the Plan or (b) the Debtors' classification or request for estimation of your Claim and believe that you should be entitled to vote on the Plan in a different amount or Class or against a different Debtor, then you must file with the Bankruptcy Court a motion (a "**Rule 3018(a) Motion**") for an order pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") temporarily allowing your Claim in a different amount or in a different Class or against a different Debtor for purposes of voting to accept or reject the Plan. All Rule 3018(a) Motions must be filed on or before **October 30, 2025 at 4:00 p.m. (Prevailing Central Time)**. Rule 3018(a) Motions that are not timely filed and served in the manner set forth above shall not be considered. As to any holder filing a Rule 3018(a) Motion, such holder's Ballot will be counted as provided in the Disclosure Statement Order except as may be otherwise ordered by the Bankruptcy Court. Holders may contact Stretto by (i) e-mail at [everstreaminquiries@stretto.com](mailto:everstreaminquiries@stretto.com), (ii) writing to Everstream Solutions LLC, *et al.* Ballot Processing, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, or (iii) telephone at (855) 761-1230 (toll-free number within the U.S./Canada) or + 1 (725) 240-7006 (international) to receive an appropriate Ballot for any Claim for which a proof of claim has been timely filed and a Rule 3018(a) Motion has been granted.

6. **Objections to Confirmation.** The deadline to object or respond to confirmation of the Plan is **November 11, 2025 at 4:00 p.m. (Prevailing Central Time)** (the "**Plan Objection Deadline**").

7. **Form and Manner of Objections to Confirmation.** Objections and responses, if any, to confirmation of the Plan, must (i) be in writing, (ii) conform to the Bankruptcy Rules and the Bankruptcy Local Rules, and any order of the Court, (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors' estates or property, (iv) provide the basis for the objection and the specific grounds therefor, and, if practicable, a proposed modification to the Plan that would resolve such objection, and (v) be filed with the Bankruptcy Court (with proof of service) via ECF or by mailing to the Bankruptcy Court at United States Bankruptcy Court Clerk's Office, Nathan Ochsner, United States Courthouse, 515 Rusk Avenue, Houston, Texas 77002, so as to be **actually received** no later than the Plan Objection Deadline.

8. **IF AN OBJECTION TO CONFIRMATION IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THEN THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION AND MAY NOT BE HEARD AT THE HEARING.**

9. **Additional Information.** Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement, the Plan, or other solicitation materials should contact Stretto by (i) e-mail at [everstreaminquiries@stretto.com](mailto:everstreaminquiries@stretto.com), (ii) writing to Everstream Solutions LLC, *et al.* Ballot Processing, c/o Stretto, Inc. 410 Exchange, Suite 100, Irvine, CA 92602, or (iii) telephone at (855) 761-1230 (toll-free number within the U.S./Canada) or + 1 (725) 240-7006 (international).

Interested parties may also review the Disclosure Statement and the Plan free of charge at <https://cases.stretto.com/everstream>. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: <https://www.txs.uscourts.gov/page/bankruptcy-court>. Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at: <https://pacer.uscourts.gov/>.

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

If you (i) are deemed to reject or are presumed to accept the Plan but do not opt out of granting the releases set forth in the Plan, (ii) were given notice of the opportunity to opt out of granting the releases contained in the Plan but do not opt out, or (iii) are a Released Party (even if such Released Party purports to opt out of the releases set forth in the Plan) (in each case with respect to the foregoing), you shall be deemed to have consented to the releases contained in Article X of the Plan.

**SECTION 10.5      PLAN INJUNCTION**

(a) Except as otherwise provided in the Plan or the Confirmation Order, from and after the Effective Date, all Persons who have held, hold, or may hold Claims or Interests, and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, are, with respect to any such Claim or Interest, permanently enjoined from: (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting, directly or indirectly, any of the Debtors, the Estates, Wind Down Co, the Plan Administrator, or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (i), or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against any of the Debtors, the Estates, Wind Down Co, the Plan Administrator, or their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (ii), or any property of any such transferee or successor; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against any of the Debtors, the Estates, Wind Down Co, the Plan Administrator, or any of their property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iii), or any property of any such transferee or successor; (iv) asserting any right of setoff, directly or indirectly, against any obligation due from any of the Debtors, the Estates, Wind Down Co, the Plan Administrator, or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (iv), or any property of any such transferee or successor, except (1) as contemplated by the Plan or (2) to the extent asserted in a timely filed proof of Claim or timely filed objection to the confirmation of the Plan; and

(v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan; *provided* that nothing contained in the Plan shall preclude such Persons who have held, hold, or may hold Claims against, or Interests in, any of the Debtors, the Estates, Wind Down Co, or the Plan Administrator from exercising their respective rights and remedies, or obtaining benefits, pursuant to and consistent with the terms of the Plan.

(b) Subject in all respects to Section 11.1 of the Plan, no Entity may commence or pursue a Claim or Cause of Action of any kind against any Released Party or Exculpated Party that arose or arises from, in whole or in part: the Debtors (including the governance, management, direct or indirect ownership, transactions with, or operation thereof) or their Estates; Wind Down Co; the Plan Administrator; the Chapter 11 Cases (including the filing and administration thereof); the Wind Down; the Plan; the Disclosure Statement; the DIP Order; the WholeCo Sale Process, the WholeCo Sale Transaction, or the WholeCo Sale Documents; the negotiation, formulation, preparation, dissemination, or consummation of the Definitive Documents or any other contract, instrument, release, or document created or entered into in connection with the Plan (including the Plan Supplement) or any of the other Definitive Documents; any other debt or Security of the Debtors and the ownership thereof; the purchase, sale, or rescission of the purchase or sale of any debt or Security of the Debtors; the subject matter of, or the transactions or events giving rise to any Claim or Interest that is treated in the Plan; the business or contractual or other arrangements or other interactions between any Releasing Party and any Released Party or Exculpated Party; the restructuring of any Claim or Interest before or during the Chapter 11 Cases; any other in-or-out-of-court restructuring efforts of the Debtors; any intercompany obligations, transactions, or transfers; the formulation, preparation, negotiation, dissemination, solicitation, filing, confirmation, and consummation of the Plan (including the Plan Supplement); the funding of the Plan; the administration and implementation of the Plan or Confirmation Order, including the distribution of property under the Plan; or any other agreement, act or omission, transaction, transfer, event, or other occurrence related to the foregoing and taking place on or before the Effective Date related or relating to the foregoing without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable claim that has not, with respect to a Released Party, been released under the Plan or, with respect to an Exculpated Party, been exculpated under the Plan and (ii) specifically authorizing such Entity to bring such Claim or Cause of Action against any such Released Party or Exculpated Party. The Bankruptcy Court shall have sole and exclusive jurisdiction to determine whether a Claim or Cause of Action is colorable and has not been released or exculpated (as applicable) and, only to the extent legally permissible and as provided for in Section 11.1 of the Plan, shall have jurisdiction to adjudicate the underlying colorable Claim or Cause of Action.

(c) By accepting Plan Distributions pursuant to the Plan, each holder of an Allowed Claim or Interest shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including the injunctions set forth in Section 10.5 of the Plan and all transactions, documents, and agreements contemplated hereunder that govern the property that is the subject of such distributions.

#### **SECTION 10.6(a) RELEASES BY DEBTORS**

As of the Effective Date, except for the rights and remedies that remain in effect from and after the Effective Date to enforce the Plan and the obligations contemplated by the Definitive Documents 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, by and on behalf of the Debtors, Wind Down Co, the Plan Administrator, 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 Cause 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, Wind Down Co, the Plan Administrator, or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, by statute, violations of federal or state securities laws, or otherwise that the Debtors, Wind Down Co, the Plan Administrator, the Estates, or any of their respective 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, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of or Claim against the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation, preparation, execution, filing, and/or consummation of the Plan, the DIP Loan Documents, the Disclosure Statement, the WholeCo Sale Process, the WholeCo Sale Transaction, the WholeCo Sale Documents, the Definitive Documents, and the documents in the Plan Supplement or related agreements, instruments, or other documents relating thereto, or the solicitation of votes with respect to the Plan, in all cases, based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any post-Effective Date obligations of any party or entity under the Plan, any transaction hereunder, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, (ii) any post-Effective Date actions or conduct (but not any actions or conduct on or prior to the Effective Date), or (iii) any Person from any claim related to an act or omission constituting actual fraud, willful misconduct, or gross negligence, as determined by a Final Order. Any Persons formed pursuant to the Plan shall be bound, to the same extent the Debtors, Wind Down Co, the Plan Administrator, and the Estates are bound, by the releases set forth in Section 10.6(a) of the Plan.

#### **SECTION 10.6(b) RELEASES BY HOLDERS OF CLAIMS OR INTERESTS**

As of the Effective Date, except for the rights and remedies that remain in effect from and after the Effective Date to enforce the Plan and the obligations contemplated by the Definitive Documents 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, by and on behalf of the Releasing Parties, 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 Cause 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, Wind Down Co, the Plan Administrator, or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, by statute, violations of federal or state securities laws, or otherwise that the Debtors, Wind Down Co, the Plan Administrator, the Estates, or any of their respective 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, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of or Claim against the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation, preparation, execution, filing, and/or consummation of the Plan, the DIP Loan Documents, the Disclosure Statement, the WholeCo Sale Process, the WholeCo Sale Transaction, the WholeCo Sale Documents, the Definitive Documents, and the documents in the Plan Supplement, or related agreements, instruments, or other documents relating thereto, or the solicitation of votes with respect to the Plan, in all cases, based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any post-Effective Date obligations of any party or entity under the Plan, any transaction hereunder, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, (ii) any post-Effective Date actions or conduct (but not any actions or conduct on or prior to the Effective Date), or (iii) any Person from any claim related to an act or omission constituting actual fraud, willful misconduct, or gross negligence, as determined by a Final Order.

#### **SECTION 10.7      EXCULPATION**

To the fullest extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party will be released and exculpated from, any Claim or Cause of Action for any act or omission occurring on or after the Petition Date and prior to or on the Effective Date related to, in connection with, or arising out of the administration of the Chapter 11 Cases; the negotiation, formulation, preparation, execution, filing, and/or consummation of the WholeCo Sale Process, the WholeCo Sale Documents, the Disclosure Statement; the DIP Loan Documents, the WholeCo Sale Transaction, and the Plan (including the Definitive Documents and the documents in the Plan Supplement); the solicitation of votes for, or confirmation of, the Plan; the funding of the Plan and the transactions contemplated thereby; the Confirmation Order; the occurrence of the Effective Date; the administration of the Plan or the property to be distributed under the Plan; or the transactions in furtherance of any of the foregoing; other than Claims or Causes of Action arising out of or related to any act or omission of an Exculpated Party that is determined by

a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence, as determined by a Final 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 the Plan. The Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of securities pursuant to the Plan and, therefore, are not, and on account of such distributions 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 the Plan or such distributions made pursuant to the Plan. The exculpation under Section 10.7 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. Notwithstanding anything to the contrary in the foregoing, the exculpation set forth in Section 10.7 of the Plan shall not be construed as exculpating any party or Entity from its post-Effective Date obligations under the Plan, any transaction hereunder, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

#### **SECTION 10.8      INJUNCTION RELATED TO RELEASES AND EXCULPATION**

Upon the occurrence of the Effective Date, 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 the Plan, including the claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities released or exculpated in the Plan or the Confirmation Order.

#### **Relevant Definitions Related to Release and Exculpation Provisions:**

***“Exculpated Parties”*** means, collectively, solely in their capacities as such, (i) the Debtors, (ii) the Debtors’ directors and officers who served at any time between the Petition Date and the Effective Date, (iii) Professional Persons and any ordinary course professional retained pursuant to an order of the Bankruptcy Court to represent the Debtors, (iv) the Creditors’ Committee and the members of the Creditors’ Committee solely in their capacity as such, and (v) the Claims Ombudsman.

***“Released Parties”*** means, collectively, each in their respective capacities as such, (i) the Debtors, (ii) the Plan Administrator, (iii) the Prepetition Lenders, (iv) the Sponsor, (v) the Agents, (vi) the DIP Lenders, (vii) the DIP Agent, (viii) the Successful Bidder, (ix) the Creditors’ Committee and each of its members, and (x) each Related Party of each of the foregoing Persons in clauses (i) through (ix). Notwithstanding anything to the contrary therein, the following parties shall not constitute “Released Parties” hereunder: (a) any Person that opts out of the releases set forth in Section 10.6(b) of the Plan shall not be a Released Party; (b) any former officer of the Debtors that departed the Debtors from October 24, 2023 through the Petition Date; (c) the Select Former Officers and Directors, solely in their respective capacities as former officers and directors of the Debtors; (d) the RSM Parties, solely in their capacities as auditor to the Debtors; and (e) the Former Sponsors.

**“Releasing Parties”** means, collectively, each in their respective capacities as such, (i) the Debtors, (ii) the Plan Administrator, (iii) the Prepetition Lenders, (iv) the Sponsor, (v) the Agents, (vi) the DIP Lenders, (vii) the DIP Agent, (viii) the Successful Bidder, (ix) the Creditors’ Committee and each of its members, (x) all holders of Claims that are entitled to vote to accept or reject the Plan that do not opt out of granting the releases set forth in Section 10.6(b) of the Plan, (xi) all holders of Claims or Interests that are not entitled to vote to accept or reject the Plan (other than the Sponsor) that do not opt out of granting the releases set forth in Section 10.6(b) of the Plan, and (xii) each Related Party of each Person in clauses (i) through (xi) for which such Person is legally entitled to bind such Related Party to the releases set forth in Section 10.6(b) of the Plan under applicable law.

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

**Notice of Assumption and Rejection of Executory  
Contracts and Unexpired Leases of Debtors and Related Procedures**

10. Please take notice that, in accordance with Article VIII of the Plan and sections 365 and 1123 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date, all executory contracts and unexpired leases to which any of Debtor is a party shall be deemed rejected unless such contract or lease (i) was previously assumed or rejected by the Debtors pursuant to an order of the Bankruptcy Court, (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto, (iii) is the subject of a motion to assume or reject filed by the Debtors on or before the Confirmation Date, (iv) is identified in Section 8.7 of the Plan, (v) is identified for assumption on the Schedule of Assumed Contracts included in the Plan Supplement, (vi) is identified for rejection on the Schedule of Rejected Contracts included in the Plan Supplement, or (vii) is the subject of a pending Assumption Dispute. For each executory contract and unexpired lease identified in the Schedule of Assumed Contracts or the Schedule of Rejected Contracts, the effective date of rejection or assumption, as applicable, shall be the Effective Date unless otherwise specified.

11. The Plan provides that entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions, assignments and rejections provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code and a determination by the Bankruptcy Court that Wind Down Co has provided adequate assurance of future performance under such assumed executory contracts and unexpired leases. Each executory contract and unexpired lease assumed or assigned pursuant to the Plan shall vest in and be fully enforceable by Wind Down Co, as applicable, in accordance with its terms, except as modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption or applicable law.

12. Notwithstanding anything to the contrary in the Plan, the Debtors, Wind Down Co, and the Plan Administrator from time to time may alter, amend, modify, or supplement the Schedule of Assumed Contracts and Schedule of Rejected Contracts (and any notices related to either of the foregoing schedules) to add or remove any executory contract or unexpired lease, and solely with respect to any cure payments to be made after the Effective Date by Wind Down

Co, subject to the Wind Down Budget; *provided* that no executory contracts or unexpired leases may be rejected after the Rejection Outside Date (as defined in the Plan).

13. The Plan provides that assumption or assumption and assignment of any executory contract or unexpired lease pursuant to the Plan or otherwise and payment of the Cure Amount shall result in the full release and satisfaction of any Claims against any Debtor or defaults by any Debtor, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time before the date that the Debtors assume or assume and assign such executory contract or unexpired lease. Any proofs of claim filed with respect to an executory contract or unexpired lease that has been assumed or assumed and assigned shall be deemed disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court.

14. Section 8.3 of the Plan further provides that any Cure Amount related to the assumption or assumption and assignment of any executory contract or unexpired lease pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Amount in Cash as soon as practicable after assumption and/or assignment thereof, or on such other terms as the parties to such executory contracts or unexpired leases and the Debtors may otherwise agree. For the avoidance of doubt, payment of Cure Amounts arising from the assumption or assumption and assignment of executory contracts or unexpired leases in connection with the WholeCo Sale Transaction shall be governed by the WholeCo Sale Order.

15. Section 8.2 of the Plan further provides that the Debtors shall file, as part of the Plan Supplement, the Schedule of Assumed Contracts. At least 14 days before the Confirmation Hearing (i.e., no later than November 5, 2025), the Plan requires the Debtors to serve a notice on parties to Contracts to be assumed or assumed and assigned reflecting the Debtors' intention to potentially assume or assume and assign the Contract in connection with the Plan and, where applicable, setting forth the proposed Cure Amount (if any). **Any objection by a counterparty to a Contract to the proposed assumption, assumption and assignment, or related Cure Amount must be filed, served, and actually received by the Debtors by November 11, 2025, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court.**

16. Any counterparty to an executory contract or unexpired lease that does not timely object to the notice of the proposed assumption of such executory contract or unexpired lease shall be deemed to have assented to assumption of the applicable executory contract or unexpired lease notwithstanding any provision thereof that purports to (i) prohibit, restrict, or condition the transfer or assignment of such contract or lease, (ii) terminate or modify, or permit the termination or modification of, a contract or lease as a result of any direct or indirect transfer or assignment of the rights of any Debtor under such contract or lease or a change, if any, in the ownership or control to the extent contemplated by the Plan, (iii) increase, accelerate, or otherwise alter any obligations or liabilities of any Debtor or Wind Down Co, as applicable, under such executory contract or unexpired lease, or (iv) create or impose a Lien upon any property or Asset of any Debtor or Wind Down Co, as applicable. Each such provision shall be deemed to not apply to the assumption of such executory contract or unexpired lease pursuant to the Plan and counterparties to assumed executory contracts or unexpired leases that fail to object to the

proposed assumption in accordance with the terms set forth in Section 8.2(a), shall forever be barred and enjoined from objecting to the proposed assumption or to the validity of such assumption (including with respect to any Cure Amounts or the provision of adequate assurance of future performance), or taking actions prohibited by the foregoing or the Bankruptcy Code on account of transactions contemplated by the Plan.

17. Section 8.2 of the Plan further provides that, if there is an Assumption Dispute pertaining to assumption of an executory contract or unexpired lease (other than a dispute pertaining to a Cure Amount), such dispute shall be heard by the Bankruptcy Court prior to such assumption being effective; *provided* that the Debtors or the Plan Administrator, or the assignee of such executory contract or unexpired lease, as applicable, may settle any dispute regarding the Cure Amount or the nature thereof without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

18. To the extent an Assumption Dispute relates solely to the Cure Amount, the Debtors may assume and/or assume and assign the applicable executory contract or unexpired lease prior to the resolution of the Assumption Dispute; *provided* that the Debtors or Wind Down Co, as applicable, reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the required cure payment by the non-Debtor party to such executory contract or unexpired lease (or such smaller amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such non-Debtor party and Wind Down Co).

**UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS CONFIRMATION HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.**

19. *Plan Supplement.* The Debtors will file and serve any supplement to the Plan on or before **November 4, 2025 at 4:00 p.m. (Prevailing Central Time)**.

**QUESTIONS:**

If you have questions about this Confirmation Hearing Notice, please contact Stretto by (i) e-mail at [everstreaminquiries@stretto.com](mailto:everstreaminquiries@stretto.com); (ii) writing to Everstream Solutions LLC, *et al.* Ballot Processing, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, or (iii) telephone at (855) 761-1230 (toll-free number within the U.S./Canada) or + 1 (725) 240-7006 (international), or visit <https://cases.stretto.com/everstream>.

Dated: October 14, 2025  
Houston, Texas

/s/ Clifford W. Carlson

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