

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
Charlotte Division**

IN RE:

Chapter 11

BRD LAND & INVESTMENT, et al.

Case No. 26-_____

Debtors.¹

(Joint Administration Requested)²

**APPLICATION OF THE DEBTORS FOR AN ORDER AUTHORIZING THE
RETENTION AND EMPLOYMENT OF KURTZMAN CARSON CONSULTANTS, LLC
D/B/A VERITA GLOBAL AS CLAIMS, NOTICING, AND BALLOT AGENT**

BRD Land & Investment, a South Carolina partnership, BRDL Warden Station Holding Co LLC, and BRDL Warden Station, LLC (collectively, the “Debtors”), as debtors and debtors-in-possession in the above-captioned case, hereby apply to the Court for the entry of an order authorizing, as of the date hereof, the retention and employment of Kurtzman Carson Consultants, LLC d/b/a Verita Global (“Verita”) as claims, noticing, and ballot agent. In support of this Application, the Debtors respectfully represent as follows:

BACKGROUND

1. On the date hereof (the “Petition Date”), the Debtors commenced their reorganization cases (the “Chapter 11 Cases”) by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

2. The Debtors are authorized to continue to manage their property and operate their businesses as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

¹ The Debtors in these jointly administered cases are the following entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): BRD Land & Investment, a South Carolina partnership (6940), BRDL Warden Station Holding Co LLC (0184), and BRDL Warden Station, LLC (4687). The Debtors’ address is 6433 Bannington Road, Charlotte, NC 28226.]

² The Debtors have also filed a contemporaneous motion requesting joint administration of their respective Chapter 11 bankruptcy cases.



3. A comprehensive description of the Debtors, their history, their assets and liabilities, and the events leading to the commencement of these Chapter 11 Cases can be found in the Affidavit of William A. Barbee in Support of First Day Pleadings (the “Barbee Affidavit”), which was filed contemporaneously herewith and is incorporated herein by reference.

JURISDICTION

4. This Court has subject matter jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

RELIEF REQUESTED

5. Pursuant to section 105(a) of the Bankruptcy Code, 28 U.S.C. § 156(c), and Rule 2002 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), the Debtors hereby seek the entry of an order, substantially in the form attached hereto as **Exhibit C**: (a) authorizing them to retain and employ Verita as claims, noticing, and ballot agent (the “Agent”) in these Chapter 11 Cases, as of the Petition Date and in accordance with the terms and conditions set forth in the Verita Agreement for Services dated as of February 19, 2026 (the “Services Agreement”),³ a copy of which is attached hereto as Exhibit A; and (b) approving the terms of Verita’s employment and retention, including the fee and expense structure and the indemnification and reimbursement (and related) provisions set forth in the Services Agreement. In support of this Application, the Debtors submit the Declaration of Evan Gershbein, an Executive Vice President at Verita (the “Agent Declaration”), which is attached hereto as **Exhibit B** and incorporated herein by reference.

³ Any references to, or summaries of, the Services Agreement in this Application are provided for the convenience of the Court and parties in interest and are qualified in their entirety by the terms of the Services Agreement. Additionally, capitalized terms used in this Application and not otherwise defined herein have the meanings given to them in the Services Agreement.

6. Although the Debtors have not yet filed their schedules of assets and liabilities, they anticipate that these Chapter 11 Cases will involve hundreds of potential creditors and other parties in interest and, thus, likely will impose significant administrative burdens upon the Court and the Office of the Clerk of the Court (the “Clerk’s Office”). Given the anticipated number of creditors, the Debtors submit that the appointment of Verita: (a) will (i) relieve the Debtors, the Court, and the Clerk’s Office of substantial administrative burdens and related costs, (ii) expedite the service of notices and pleadings, (iii) streamline the claims administration and vote solicitation and tabulation processes, and (iv) otherwise promote the efficient administration of these Chapter 11 Cases; and (b) is otherwise in the best interests of both the Debtors’ estates and parties in interest.

Verita’s Qualifications

7. Verita specializes in providing comprehensive chapter 11 administrative services including noticing, claims processing, solicitation, balloting, and other related services critical to the effective administration of chapter 11 cases. Verita has developed efficient and cost-effective methods to properly handle the voluminous mailings associated with the noticing, claims processing, solicitation, and balloting portions of chapter 11 cases to ensure the orderly and fair treatment of creditors, equity security holders, and all other parties in interest. Further, Verita will work with the Clerk’s Office to ensure that such methodology conforms to all of the Court’s procedures, the Rules of Practice and Procedure of the United States Bankruptcy Court for the Western District of North Carolina (the “Local Bankruptcy Rules”), and the requirements of any Court orders.

8. Verita provides comprehensive services in chapter 11 cases. Verita has substantial experience in matters of all sizes and levels of complexity. See, e.g., In re Aldrich Pump LLC, et al., Case No. 20-30608 (JCW) (Bankr. W.D.N.C. Jun. 25, 2020); In re Avenger Flight Group, LLC,

et al., Case No. 26-10183 (MFW) (Bankr. D. Del. Feb. 13, 2026); In re Food52, Inc., Case No. 25-12277 (Bankr. D. Del. Dec. 31, 2025); In re Apple Tree Life Sciences, Inc., Case No. 25-12177 (LSS) (Bankr. D. Del. Dec. 17, 2025); In re American Signature, Inc., et al., Case No. 25-12105 (JKS) (Bankr. D. Del. Nov. 25, 2025); In re Hudson 1701/1706, LLC, et al., Case No. 25-11853 (KBO) (Bankr. D. Del. Nov. 3, 2025); In re AGDP Holding Inc., et al., Case No. 25-11446 (MFW) (Bankr. D. Del. Aug. 5, 2025); In re Marelli Automotive Lighting USA LLC, et al., Case No. 25-11034 (CTG) (Bankr. D. Del. Jun. 12, 2025); In re Molecular Templates, Inc., et al., Case No. 25-10739 (BLS) (Bankr. D. Del. Apr. 22, 2025); In re Leisure Investments Holdings LLC, et al., Case No. 25-10606 (Bankr. D. Del. Apr. 2, 2025); In re Village Roadshow Entertainment Group USA Inc., et al., Case No. 25-10475 (TMH) (Bankr. D. Del. Mar. 18, 2025); In re F21 OpCo, LLC, et al., Case No. 25-10469 (MFW) (Bankr. D. Del. Mar. 18, 2025); In re Dynamic Aerostructures LLC, et al., Case No. 25-10292 (LSS) (Bankr. D. Del. Feb. 27, 2025); In re Grtistone bio, Inc., Case No. 24-12305 (Bankr. D. Del. Oct. 16, 2024); In re Fulcrum Bioenergy, Inc., et al., Case No. 24-12008 (Bankr. D. Del. Sep. 12, 2024); In re QLess, Inc., Case No. 24-11395 (BLS) (Bankr. D. Del. Jun. 21, 2024); In re Fisker Inc., et al., Case No. 24-11390 (TMH) (Bankr. D. Del. Jul 2, 2024); In re Supply Source Enterprises, Inc., et al., Case No. 24-11054 (BLS) (Bankr. D. Del. Jun. 13, 2024); In re ProSomnus, Inc., et al., Case No. 24-10972 (JTD) (Bankr. D. Del. May 9, 2024); In re Sticky's Holding LLC, et al., Case No. 24-10856 (JKS) (Bankr. D. Del. Apr. 26, 2024); In re SC Healthcare Holding, LLC, et al., Case No. 24-10443 (TMH) (Bankr. D. Del. Mar. 22, 2024); In re Cano Health, Inc., et al., Case No. 24-10164 (KBO) (Bankr. D. Del. Feb. 6, 2024).

TERMS OF ENGAGEMENT

Services to be Provided

9. Consistent with the Services Agreement, Verita will perform the following tasks in its role as Agent, as well as all quality control relating thereto:

- (a) prepare and serve required notices and documents in these Chapter 11 Cases in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any orders of the Court, in the form and manner directed by the Debtors and/or the Court, including, without limitation: (i) notice of the commencement of these Chapter 11 Cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code; (ii) notice of any claims bar date; (iii) notices of transfers of claims; (iv) notices of objections to claims and objections to transfers of claims; (v) notices of any hearings on a disclosure statement and confirmation of the Debtors' plan of reorganization; (vi) notice of the effective date of any plan; and (vii) all other notices, orders, pleadings, publications, and other documents as the Debtors or the Court may deem necessary or appropriate for an orderly administration of these Chapter 11 Cases;
- (b) maintain an official copy of the Debtors' schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules"), listing the Debtors' known creditors and the amounts owed thereto;
- (c) maintain: (i) a list of all potential creditors, equity holders, and other parties in interest and (ii) a "core" service list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k), and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010 and update and make such lists available upon request by a party in interest or the Clerk's Office;
- (d) if applicable, furnish a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Court, and notify such potential creditors of the existence, amount, and classification of their respective claims as set forth in the Schedules, which may be effected by a customized proof of claim form provided to potential creditors;
- (e) maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- (f) for all notices, motions, orders, or other pleadings or documents served, prepare and file, or cause to be filed, with the Clerk's Office an affidavit or certificate of service within seven (7) business days of service which

includes: (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served; (ii) a list of persons to whom it was served (in alphabetical order) with their mailing or email addresses as appropriate; (iii) the manner of service; and (iv) the date served;

- (g) provide an electronic interface for filing proofs of claim;
- (h) process all proofs of claim received, including those received by the Clerk's Office, check said processing for accuracy, and maintain the original proofs of claim in a secure area;
- (i) maintain the official claims register for each Debtor (collectively, the "Claims Registers") on behalf of the Clerk's Office, and, upon the request of the Clerk's Office, provide the Clerk's Office with certified, duplicate unofficial Claims Registers;
- (j) specify in the Claims Registers the following information for each claim docketed: (i) the claim number assigned; (ii) the date received; (iii) the name and address of the claimant and agent, if applicable, who filed the claim; (iv) the amount asserted; (v) the asserted classification(s) of the claim (e.g., secured, unsecured, priority, etc.); (vi) the applicable Debtor; and (vii) any disposition of the claim;
- (k) implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;
- (l) record all transfers of claims and provide any notices of such transfers, as required by Bankruptcy Rule 3001(e);
- (m) relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Verita, not less than weekly;
- (n) upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk's Office copies of the Claims Registers for review by the Clerk's Office (upon the request of the Clerk's Office);
- (o) monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on or changes to the Claims Registers and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists;
- (p) assist in the dissemination of information to the public and respond to requests for administrative information regarding these Chapter 11 Cases as directed by the Debtors or the Court, including through the use of a case website or call center;

- (q) provide balloting services in connection with the solicitation process for any chapter 11 plan of the Debtors for which a disclosure statement has been approved by the Court, including (as needed): (i) consult with the Debtors and their counsel regarding timing issues, voting, and tabulation procedures and documents needed for the vote; (ii) review of voting-related sections of the voting procedures motion, disclosure statement, and ballots for procedural and timing issues; (iii) assist in obtaining information regarding members of voting classes; (iv) coordinate distribution of solicitation documents; (v) respond to requests for documents from parties in interest; (vi) respond to telephone inquiries regarding the disclosure statement and the voting procedures; (vii) receive and examine all ballots and master ballots cast by voting parties; (viii) date- and time-stamp the originals of all such ballots and master ballots upon receipt; and (ix) tabulate all ballots and master ballots received prior to the voting deadline in accordance with established procedures, and prepare a certification for filing with the Court;
- (r) if these Chapter 11 Cases are converted to cases under chapter 7 of the Bankruptcy Code, contact the Clerk's Office within three (3) days of Verita receiving notice of entry of the order converting the cases;
- (s) thirty (30) days prior to the close of these Chapter 11 Cases, to the extent practicable, request that the Debtors submit to the Court a proposed order dismissing Verita as Agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of these Chapter 11 Cases;
- (t) within seven (7) days of notice to Verita of entry of an order closing these Chapter 11 Cases, provide to the Court the final version of the Claims Registers as of the date immediately before the close of the Chapter 11 Cases; and
- (u) at the close of these Chapter 11 Cases: (i) box and transport all original documents, in proper format, as provided by the Clerk's Office, to (1) the Philadelphia Federal Records Center, located at 14700 Townsend Road, Philadelphia, PA 19154, or (2) any other location requested by the Clerk's Office; and (ii) docket a completed SF-135 Form indicating the accession and location numbers of the archived claims.

10. The Claims Register will be open to the public for examination without charge during regular business hours and on a case-specific website maintained by Verita.

11. Verita will follow the notice, claims, solicitation, and balloting procedures that (a) conform to the guidelines promulgated by the Clerk's Office and the Judicial Conference of the United States and (b) are established by an order of the Court.

Professional Compensation

12. The Debtors respectfully request that the undisputed fees and expenses incurred by Verita in the performance of the above services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business without further application to or order of the Court. Verita's fees are charged in accordance with the terms of the Services Agreement, as they may be adjusted on a yearly basis consistent with the Services Agreement. Verita also will seek reimbursement of expenses in accordance with the terms of the Services Agreement.

13. Verita agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve monthly invoices on (a) the Debtors, (b) counsel for the Debtors, and (c) the United States Bankruptcy Administrator of the Western District of North Carolina (the "Bankruptcy Administrator"). If any dispute arises relating to the Services Agreement or monthly invoices, the parties will meet and confer in an attempt to resolve the dispute. If a resolution is not achieved, the parties may request a resolution from the Court.

14. Prior to the Petition Date, on or about February 23, 2026, the Debtors provided Verita with a retainer totaling \$15,000 for services rendered or to be rendered, and for reimbursement of expenses (the "Retainer"). Verita seeks to hold the Retainer under the Services Agreement during these Chapter 11 Cases as security for the payment of fees and expenses incurred under the Services Agreement.

15. Additionally, under the terms of the Services Agreement, the Debtors have agreed to indemnify, defend, and hold harmless Verita and its affiliates, officers, directors, agents, employees, consultants, and subcontractors, under circumstances arising out of or relating to the Services Agreement or Verita's rendering of services pursuant thereto, except for any claim or expense that (a) involves indirect, special, or consequential damages or (b) involves circumstances resulting solely from Verita's gross negligence, willful misconduct, fraud, or bad faith. The Debtors believe that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a claims, noticing, and ballot agent in these Chapter 11 Cases.

DISCLOSURE REGARDING VERITA'S DISINTERESTEDNESS

16. Although the Debtors do not propose to employ Verita under section 327 of the Bankruptcy Code, Verita has nonetheless reviewed its conflicts system to determine whether it has any relationships with certain material creditors and parties in interest identified by the Debtors, and, to the best of the Debtors' knowledge, information, and belief, and except as disclosed in the Agent Declaration, Verita has represented that it neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed. Verita may have relationships with certain of the Debtors' creditors or parties in interest as vendors or in connection with cases in which Verita serves or has served in a neutral capacity as claims, noticing, and ballot agent for another chapter 11 debtor or as a class action settlement administrator.

17. Moreover, in connection with its retention as Agent, Verita represents in the Agent Declaration, among other things, that:

- (a) Verita is not a creditor of the Debtors;

- (b) Verita is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code,⁴ as modified by section 1107(b) of the Bankruptcy Code,⁵ with respect to the matters upon which it is engaged;
- (c) by accepting employment as Agent in these Chapter 11 Cases, Verita will not consider itself employed by the United States government and shall not seek, and waives its right to receive, any compensation from the United States government in its capacity as Agent in these Chapter 11 Cases;
- (d) in its capacity as Agent in these Chapter 11 Cases, Verita will not be an agent of the United States and will not act on behalf of the United States;
- (e) Verita will not employ any past or present employees of the Debtors in connection with its work as Agent in these Chapter 11 Cases;
- (f) in its capacity as Agent in these Chapter 11 Cases, Verita will not intentionally misrepresent any fact to any person;
- (g) in its capacity as Agent in these Chapter 11 Cases, Verita shall be under the supervision and control of the Clerk’s Office with respect to the receipt and recordation of claims and claim transfers;
- (h) in its capacity as Agent in these Chapter 11 Cases, Verita will comply with all requests of the Clerk’s Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (i) none of the services provided by Verita as Agent in these Chapter 11 Cases shall be at the expense of the Clerk’s Office.

18. Verita will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

⁴ Pursuant to section 101(14) of the Bankruptcy Code, the term “disinterested person” means “a person that – (A) is not a creditor, an equity security holder, or an insider; (B) is not and was not, within 2 years before the date of the filing of the petition, a director, officer, or employee of the debtor; and (C) does not have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the debtor, or for any other reason.” 11 U.S.C. § 101(14).

⁵ Pursuant to section 1107(b) of the Bankruptcy Code, “notwithstanding section 327(a) of [the Bankruptcy Code], a person is not disqualified for employment under section 327 of [the Bankruptcy Code] by a debtor in possession solely because of such person’s employment by or representation of the debtor before the commencement of the case.” 11 U.S.C. § 1107(b).

BASIS FOR RELIEF

19. Section 156(c) of title 28 of the United States Code, which governs the staffing and expenses of a bankruptcy court, authorizes the Court to use “facilities” or “services” other than the Clerk’s Office for administration of bankruptcy cases. It states:

Any court may utilize facilities or services, either on or off the court’s premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

20. Accordingly, section 156(c) of title 28 of the United States Code empowers the Court to utilize outside agents and facilities for notice, claims, and other administrative purposes, provided that the debtor’s estate pays the cost of such services.

21. In addition, under Bankruptcy Rule 2002, which describes certain notices that must be provided to creditors and other parties in interest in bankruptcy cases, the Court may direct that some person other than the clerk of the court provide notice of the various matters described therein. See, e.g., Fed. R. Bankr. P. 2002(a), (b), (d), (f), (k) (stating that “the clerk, or some other person as the court may direct” shall give notice as prescribed in that subsection of Bankruptcy Rule 2002).

22. For all of the foregoing reasons, the Debtors believe that the retention of Verita as the claims, noticing, and ballot agent in these Chapter 11 Cases is in the best interests of the Debtors, their estates, and parties in interest. Further, the Debtors respectfully submit that the fees and expenses that would be incurred by Verita under the proposed engagement would be

administrative in nature and, therefore, should not be subject to standard fee application procedures of professionals.

23. Courts in this District and other districts have approved similar relief in other chapter 11 cases. See, e.g., In re DBMP, No. 20-30080 (JCW) (Bankr. W.D.N.C. Jan. 28, 2020); In re Bestwall LLC, No. 17-31795 (LTB) (Bankr. W.D.N.C. Nov. 8, 2017); In re Portrait Innovations, Inc., No. 17-31455 (JCW) (Bankr. W.D.N.C. Sept. 11, 2017); In re Kaiser Gypsum Co., Inc., No. 16-31602 (JCW) (Bankr. W.D.N.C. Oct. 7, 2016); In re Designline Corp., No. 13-12089 (MFW) (Bankr. W.D.N.C. Aug. 29, 2013); In re Garlock Sealing Techs., LLC, No. 10-31607 (GRH) (Bankr. W.D.N.C. Aug. 9, 2011); see also In re Alpha Natural Res., Inc., No. 15-33896 (Bankr. E.D. Va. Aug. 5, 2015); In re Health Diagnostic Lab., Inc., No. 15-32919 (Bankr. E.D. Va. June 9, 2015); In re Patriot Coal Co., No. 15-32450 (Bankr. E.D. Va. May 14, 2015).

NOTICE

24. Notice of this Application has been given to: (a) the holders of the twenty largest general unsecured claims against Debtors; (b) the Internal Revenue Service; (c) the Bankruptcy Administrator; and (d) Shumaker Loop & Kendrick, LLP, Harvey & Vallini, LLC, and DLP Lending Fund, LLC. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be provided.

NO PRIOR REQUEST

25. No prior request for the relief sought in this Application has been made to this or any other Court in connection with these Chapter 11 Cases.

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WHEREFORE, the Debtors respectfully request that the Court: (a) enter an order, substantially in the form attached hereto as Exhibit C, granting the relief requested herein; and (b) grant such other and further relief to the Debtors as the Court may deem proper.

This the 24th day of February, 2026.

RAYBURN COOPER & DURHAM, P.A.

By: /s/ Matthew L. Tomsic
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Proposed Counsel to the Debtors

Exhibit A

Services Agreement



VERITA AGREEMENT FOR SERVICES

This Agreement is entered into as of the 19 day of February 2026, between BRD Land & Investment (together with its affiliates and subsidiaries, the “Company”),¹ and Kurtzman Carson Consultants, LLC dba Verita Global (together with its affiliates and subcontractors, “Verita”). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

A. Verita agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. Verita further agrees to provide (i) computer software support and training in the use of the support software, (ii) Verita’s standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the “Verita Fee Structure”).

C. Without limiting the generality of the foregoing, Verita may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by Verita and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the Verita Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by Verita.

E. The Company acknowledges and agrees that Verita will often take direction from the Company’s representatives, employees, agents and/or professionals (collectively, the “Company Parties”) with respect to the services being provided under this Agreement. The parties agree that Verita may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that Verita shall not provide the Company or any other party with any legal advice.

II. PRICES, CHARGES AND PAYMENT

A. Verita agrees to charge and the Company agrees to pay Verita for its services at the rates and prices set by Verita that are in effect as of the date of this Agreement and in accordance with the Verita Fee Structure. Verita’s prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. Verita reserves the right to reasonably increase its

¹ The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company’s chapter 11 case.



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prices, charges and rates; provided, however, that if any such increase exceeds 15%, Verita will give thirty (30) days written notice to the Company.

B. In addition to fees and charges for services, the Company agrees to pay Verita's reasonable transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to Verita (i) any fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by Verita and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by Verita or paid by Verita to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of Verita, or are otherwise not provided for in the Verita Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.

E. Verita agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. Verita's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed \$10,000 in any single month and Verita reasonably believes it will not be paid, Verita may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as two and one-half percent (2-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to Verita within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that Verita shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the "Retention Order"). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to Verita. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Verita will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.

G. To the extent permitted by applicable law, Verita shall receive a retainer in the amount of \$15,000 (the "Retainer") that may be held by Verita as security for the Company's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. In the event of a Chapter 11 Filing,



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Verita will first apply the Retainer to all pre-petition invoices, and thereafter, will have the Retainer replenished to the original amount. Verita shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Verita shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by Verita pursuant to this Agreement and/or developed during the course of this Agreement by Verita are the sole property of Verita. The term “program” shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or Verita’s performance of its services developed or utilized during the term of this Agreement by Verita shall be the exclusive property of Verita. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company’s use during and in connection with the services provided by Verita under this Agreement.

IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of Verita during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless Verita provides prior written consent to such solicitation or retention.

V. CONFIDENTIALITY

Each of Verita and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days’ written notice to the other party, release the required information.

VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days’ written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term “Cause” means (i) gross negligence or willful misconduct of Verita that causes serious and material harm to the Company’s reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Verita invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by Verita where Verita reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, Verita shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to



VERITA AGREEMENT FOR SERVICES

maintain an orderly transfer of record keeping functions and Verita shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with Verita's then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to Verita) that discharges Verita from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company to Verita or received by Verita in connection with the services provided under the terms of this Agreement may be retained by Verita until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by Verita. Verita shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay Verita for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized Verita's services under this Agreement for a period of at least ninety (90) days, Verita may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by Verita shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

VII. SYSTEM IMPROVEMENTS

Verita strives to provide continuous improvements in the quality of service to its clients. Verita, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the Verita data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.

VIII. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold Verita, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to Verita's performance under this Agreement. Such indemnification shall exclude Losses resulting from Verita's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify Verita in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with respect to the services provided by Verita under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, Verita's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if Verita has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of Verita, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall Verita be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the



VERITA AGREEMENT FOR SERVICES

services provided for in this Agreement. In no event shall Verita's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to Verita for the services contemplated under the Agreement; provided, however, that this limitation shall not apply to the Company during any chapter 11 case in which the Company is a debtor.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to Verita and for the output of such information. Verita does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; Verita bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to Verita.

D. The Company agrees that except as expressly set forth herein, Verita makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

IX. FORCE MAJEURE

Verita will not be liable for any delay or failure in performance when such delay or failure arises from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.

X. INDEPENDENT CONTRACTORS

The Company and Verita are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

XI. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:

KCC/Verita Global, LLC
222 N. Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245
Attn: Drake D. Foster
Tel: (310) 823-9000
Fax: (310) 823-9133
E-Mail: dfoster@veritaglobal.com

BRD Land & Investment
6433 Bannington Road
Charlotte, NC 28226
Attn: Lindsay Jarvis
Email: lindsay.jarvis@brdland.com
Tel: 980-486-1201
Fax:



VERITA AGREEMENT FOR SERVICES

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

XII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

XIII. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of Verita.

XIV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

XV. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by Verita to a wholly-owned subsidiary or affiliate of Verita.



VERITA AGREEMENT FOR SERVICES

XVI. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants, LLC dba Verita Global

DocuSigned by:
Evan J. Gershbein
41878F97BE7747D...
BY: Evan Gershbein DATE: 2/19/26
TITLE: EVP, Corporate Restructuring Services

BRD Land & Investment

Signed by:
Lindsay Jarvis
8253D31892A04E7...
BY: Lindsay Jarvis DATE: 19-Feb-2026 | 2:47:50 PM EST
TITLE: Senior Partner & Co-Founder

Exhibit B

Agent Declaration

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
Charlotte Division**

IN RE:

Chapter 11

BRD LAND & INVESTMENT, et al.

Case No. 26-_____

Debtors.¹

(Joint Administration Requested)²

**DECLARATION OF EVAN GERSHBEIN IN SUPPORT OF APPLICATION OF THE
DEBTORS FOR AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT
OF KURTZMAN CARSON CONSULTANTS, LLC D/B/A VERITA GLOBAL
AS CLAIMS, NOTICING, AND BALLOT AGENT**

I, Evan Gershbein, under penalty of perjury, declare as follows:

1. I am an Executive Vice President at Kurtzman Carson Consultants, LLC d/b/a Verita Global (“Verita”), a company specializing in the administration of large bankruptcy cases. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. This declaration is made in support of the *Application of the Debtors for an Order Authorizing the Retention and Employment of Kurtzman Carson Consultants, LLC d/b/a Verita Global as Claims, Noticing, and Ballot Agent* (the “Application”).³

3. Verita specializes in providing comprehensive chapter 11 administrative services including noticing, claims processing, solicitation, balloting, and other related services critical to the effective administration of chapter 11 cases. Verita has developed efficient and cost-effective methods to properly handle the voluminous mailings associated with the noticing, claims

¹ The Debtors in these jointly administered cases are the following entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): BRD Land & Investment, a South Carolina partnership (6940), BRDL Warden Station Holding Co LLC (0184), and BRDL Warden Station, LLC (4687). The Debtors’ address is 6433 Bannington Road, Charlotte, NC 28226.

² The Debtors have also filed a contemporaneous motion requesting joint administration of their respective Chapter 11 bankruptcy cases.

³ Capitalized terms not otherwise defined herein have the meanings given to them in the Application.

processing, solicitation, and balloting portions of chapter 11 cases to ensure the orderly and fair treatment of creditors, equity security holders, and all other parties in interest. Further, Verita will work with the Clerk's Office to ensure that such methodology conforms to all of the Court's procedures, the Rules of Practice and Procedure of the United States Bankruptcy Court for the Western District of North Carolina (the "Local Bankruptcy Rules"), and the requirements of any Court orders.

4. Verita has provided administrative services regarding noticing, claims management, and reconciliation to the Debtors since approximately February 19, 2026.

5. Over the course of its representation of the Debtors, Verita has become familiar with various matters relevant to the Debtors' administration, including relating to noticing and claims management. As a result, the employment of Verita will enable the Debtors to avoid the unnecessary expense that would result from having another claims, noticing, and ballot agent familiarize itself with those matters. Furthermore, as a specialist in claims management and legal administration services, Verita provides comprehensive services in chapter 11 cases. Verita has substantial experience in matters of all sizes and levels of complexity. See, e.g., In re Aldrich Pump LLC, et al., Case No. 20-30608 (JCW) (Bankr. W.D.N.C. Jun. 25, 2020); In re Avenger Flight Group, LLC, et al., Case No. 26-10183 (MFW) (Bankr. D. Del. Feb. 13, 2026); In re Food52, Inc., Case No. 25-12277 (Bankr. D. Del. Dec. 31, 2025); In re Apple Tree Life Sciences, Inc., Case No. 25-12177 (LSS) (Bankr. D. Del. Dec. 17, 2025); In re American Signature, Inc., et al., Case No. 25-12105 (JKS) (Bankr. D. Del. Nov. 25, 2025); In re Hudson 1701/1706, LLC, et al., Case No. 25-11853 (KBO) (Bankr. D. Del. Nov. 3, 2025); In re AGDP Holding Inc., et al., Case No. 25-11446 (MFW) (Bankr. D. Del. Aug. 5, 2025); In re Marelli Automotive Lighting USA LLC, et al., Case No. 25-11034 (CTG) (Bankr. D. Del. Jun. 12, 2025); In re Molecular Templates, Inc., et al.,

Case No. 25-10739 (BLS) (Bankr. D. Del. Apr. 22, 2025); In re Leisure Investments Holdings LLC, et al., Case No. 25-10606 (Bankr. D. Del. Apr. 2, 2025); In re Village Roadshow Entertainment Group USA Inc., et al., Case No. 25-10475 (TMH) (Bankr. D. Del. Mar. 18, 2025); In re F21 OpCo, LLC, et al., Case No. 25-10469 (MFW) (Bankr. D. Del. Mar. 18, 2025); In re Dynamic Aerostructures LLC, et al., Case No. 25-10292 (LSS) (Bankr. D. Del. Feb. 27, 2025); In re Grtistone bio, Inc., Case No. 24-12305 (Bankr. D. Del. Oct. 16, 2024); In re Fulcrum Bioenergy, Inc., et al., Case No. 24-12008 (Bankr. D. Del. Sep. 12, 2024); In re QLess, Inc., Case No. 24-11395 (BLS) (Bankr. D. Del. Jun. 21, 2024); In re Fisker Inc., et al., Case No. 24-11390 (TMH) (Bankr. D. Del. Jul 2, 2024); In re Supply Source Enterprises, Inc., et al., Case No. 24-11054 (BLS) (Bankr. D. Del. Jun. 13, 2024); In re ProSomnus, Inc., et al., Case No. 24-10972 (JTD) (Bankr. D. Del. May 9, 2024); In re Sticky's Holding LLC, et al., Case No. 24-10856 (JKS) (Bankr. D. Del. Apr. 26, 2024); In re SC Healthcare Holding, LLC, et al., Case No. 24-10443 (TMH) (Bankr. D. Del. Mar. 22, 2024); In re Cano Health, Inc., et al., Case No. 24-10164 (KBO) (Bankr. D. Del. Feb. 6, 2024).

6. The Debtors seek to engage Verita to provide certain noticing, claims processing, and ballot administration services, as set forth in the Application. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), Verita will perform, at the request of the Clerk's Office, the services specified in the Application and the Services Agreement and, at the Debtors' request, any related administrative, technical, and support services, as specified in the Application and the Services Agreement.

7. Prior to the Petition Date, on or about February 23, 2026, the Debtors provided Verita with a retainer totaling \$15,000 for services rendered or to be rendered, and for reimbursement of expenses (the "Retainer"). Verita seeks to hold the Retainer under the Services

Agreement during these Chapter 11 Cases as security for the payment of fees and expenses incurred under the Services Agreement.

8. Verita's fees will be charged to the Debtors in accordance with the terms of the Services Agreement, as they may be adjusted on a yearly basis consistent with the Services Agreement. Verita also will seek reimbursement of expenses in accordance with the terms of the Services Agreement. The proposed compensation arrangement is consistent with, and typical of, arrangements of Verita and its competitor firms to provide claims, noticing, and ballot agent services in large chapter 11 cases.

9. The Debtors request to pay Verita's fees and expenses as administrative expenses in accordance with the terms of the Services Agreement and as set forth in the Application. Verita agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred and to serve monthly invoices on (a) the Debtors, (b) counsel for the Debtors, and (c) the Bankruptcy Administrator. If any dispute arises relating to the Services Agreement or monthly invoices, the parties will meet and confer in an attempt to resolve the dispute. If a resolution is not achieved, the parties may request a resolution from the Court.

Verita's Disinterestedness

10. Verita represents, among other things, the following:
- (a) Verita is not a creditor of the Debtors;
 - (b) Verita is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, with respect to the matters upon which it is engaged;
 - (c) in its capacity as Agent in these Chapter 11 Cases, Verita will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as Agent in these Chapter 11 Cases;

- (d) in its capacity as Agent in these Chapter 11 Cases, Verita will not be an agent of the United States and will not act on behalf of the United States;
- (e) Verita will not employ any past or present employees of the Debtors in connection with its work as Agent in these Chapter 11 Cases;
- (f) in its capacity as Agent in these Chapter 11 Cases, Verita will not intentionally misrepresent any fact to any person;
- (g) in its capacity as Agent in these Chapter 11 Cases, Verita shall be under the supervision and control of the Clerk's Office with respect to the receipt and recordation of claims and claim transfers;
- (h) in its capacity as Agent in these Chapter 11 Cases, Verita will comply with all requests of the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (i) none of the services provided by Verita as Agent in these Chapter 11 Cases shall be at the expense of the Clerk's Office.

11. Although the Debtors do not propose to retain Verita under section 327 of the Bankruptcy Code, I caused to be submitted for review by our conflicts system the names of certain material creditors and parties in interest in these Chapter 11 Cases identified by the Debtors (the "Potential Parties in Interest"). The list of Potential Parties in Interest was provided by the Debtors through counsel and included individuals or institutions in the following categories: (a) the Debtors; (b) the Debtors' equity owners; (c) the Debtors' non-debtor subsidiaries; (d) managers and officers of the Debtors; (e) major current business affiliations of the Debtors' current managers; (f) depository and disbursement banks of the Debtors; (g) parties to material contracts with the Debtors; (h) the Debtors' retained professionals; (i) the Debtors' significant ordinary course professionals, consultants, and service providers; (j) known professionals for certain non-debtor parties in interest; (k) contractually indemnified parties of the Debtors; (l) major suppliers of goods and services to the Debtors; and (m) insurance companies with material insurance policies. We also have considered publicly available information identifying (a) attorneys and

employees for the Bankruptcy Administrator's office and (b) bankruptcy judges for the United States Bankruptcy Court for the Western District of North Carolina.

12. The results of the conflict check of the Potential Parties in Interest were compiled and reviewed by Verita's professionals under my supervision. Based on this review, Verita is not aware of any connection to disclose as part of the Application other than as described below. Should Verita discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Verita will use reasonable efforts to promptly file a supplemental declaration. In addition, to the best of my knowledge, and based solely upon information provided to me by the Debtors, and except as provided herein, neither Verita, nor any of its professionals, has any material adverse connection to the Debtors' estates with respect to any matter upon which Verita is to be engaged. Certain of the Debtors' creditors may be involved as vendors in cases in which Verita serves or has served in a neutral capacity as claims and noticing agent or administrative advisor for another chapter 11 debtor.

13. On May 1, 2023, funds affiliated with GCP Capital Partners LLC ("GCP") indirectly acquired a controlling equity interest in Verita (the "Acquisition"). Pursuant to the Acquisition, an indirect, non-controlling, beneficial minority interest in Verita was acquired by funds affiliated with J.P. Morgan Investment Management Inc. ("JPMIM"). GCP is a middle-market private equity investment firm based in New York. GCP has made investments in a number of industries, including tech-enabled business services, payments, and select financials. JPMIM is a U.S. registered investment adviser. Designees of GCP are members of the Board of Managers (the "Board") of Verita's ultimate parent company, KCC Parent LLC ("Parent"). Parent wholly owns Verita Intermediate, LLC, which in turn wholly owns Verita Global, LLC, which in turn wholly owns Verita Global Services, LLC, which in turn wholly owns Verita. One

representative of JPMIM is entitled to attend and observe (but not vote at) all meetings of the Board, but no designee of JPMIM is a member of the Board.

14. Verita searched all entities listed in the list of Potential Parties in Interest against an internal database that includes (a) Verita's parent entities, affiliates, and subsidiaries, and (b) GCP, GCP's funds, and each such fund's respective portfolio companies and investments as set forth in the list most recently provided to Verita by GCP. Based solely on the foregoing search, Verita has determined, to the best of its knowledge, that there are no material connections.

15. To the extent Verita learns of any other connections between the funds or investments included in the above-described conflicts search and the Debtor, Verita will promptly file a supplemental disclosure. In addition, Verita may have had, may currently have, or may in the future have business relationships unrelated to the Debtor with one or more GCP or JPMIM entities including, among others, portfolio companies of GCP.

16. Verita has and will continue to represent clients in matters unrelated to these chapter 11 cases. In addition, Verita and its personnel have and will continue to have relationships in the ordinary course of its business with certain vendors, professionals and other parties in interest that may be involved in the Debtors' chapter 11 cases. Verita may also provide professional services to entities or persons that may be creditors or parties in interest in these chapter 11 cases, which services do not directly relate to, or have any direct connection with, these chapter 11 cases or the Debtors.

17. From time to time, Verita employees may personally directly acquire debt or equity securities of a company. Verita has a policy prohibiting its employees from using confidential information that may come to their attention in the course of their work. In this regard, all Verita

employees are barred from trading in debt or equity securities with respect to which they possess confidential information.

18. Thus, at this time, to the best of my knowledge and as set forth in further detail herein, I am not aware of any relationship that would present a disqualifying conflict of interest with respect to these Chapter 11 Cases. Further, to the best of my knowledge, based upon the information provided to me by the Debtors, except as provided herein, neither Verita nor any of its professionals, represents any interest materially adverse to the Debtors, their estates, their creditors, or other relevant parties.

19. Based upon the information available to me, I believe that Verita is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that Verita and its personnel: (a) are not creditors, equity security holders, or insiders of the Debtors; (b) are not and were not, within two years before the date of the filing of these Chapter 11 Cases, directors, officers, or employees of the Debtors; and (c) do not have an interest materially adverse to the interests of the Debtors’ estates or any class of creditors or equity security holders by reason of any direct or indirect relationship to, connection with, or interest in the Debtors. Should Verita discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Verita will use reasonable efforts to file promptly a supplemental declaration.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge, and belief.

Dated: February 24, 2026
Charlotte, North Carolina

By: /s/ Evan Gershbein
Evan Gershbein
Verita Global

Schedule 1

Potential Parties in Interest

BRD Land and Investment, a South Carolina partnership
BRDL Warden Station, LLC, an NC LLC
BRDL Warden Station Holding Co, LLC, an NC LLC
BRD Land & Investment Management LLC
BRD Land & Investment Group GP
CCF Investment Holdings I, LLC
CCF Investment Holdings II, LLC
BRDL SPE 1, LLC
BRDL SPE 2, LLC
BRDL SPE 3, LLC
BRD SPE 4, LLC
BRDL Rolling Meadows, LLC
BRDL Lanes Ferry Landing, LLC
BRDL Craeberne Forst LLC
BRDL Waxhaw Yarborough LLC
BRDL Warden Station Holding Co. LLC
BRDL Hutto LLC
DLP Capital
DLP Lending Fund, LLC
Shumaker, Loop & Kendrick, LLP (note this is BRD's corporate counsel)
Harvey & Vallini LLC (note this is BRD's transactional counsel)
CCF Investment Holdings I
Sunshine Fund
Lindsay Jarvis
Burrell
V&T Realty LLC
Tim Samuels
CCF Investment Holdings II, LLC
DDD
Timothy Robinson
Thomas (Kelly) Klein
Cochran Capital
Alder Capital
A&D Investment & Development
Rockstar Investments
Smileworks Management Inc.
Larry Grodin
William Cline Roth IRA
D,E & S Properties, Inc. t/a Classic Quality Homes
The Caldwell Revocable Trust dated 4/15/2020
The Fountainhead

Joe Hanyon
Arizona Fuel Operations, LLC
Little Blackfoot, LLC
Black Hawk 2024 DST
Elite Home Remodeling, Inc.
Tri Legacy, LLC
Lisa Greany
Abiel DST 2022
2025 Legacy Trust
2025 Prosperity Trust
Magic Wand Holdings, LLC
Rockstar Capital Group, LLC
M&P Map Family Ltd. Partnership
Southern Land Capital Fund, LLC
Cuevas Investments, LLC
Capital Gains Tax Solutions
Brion Yarnell
Bedrock Financial Services
Larry Hickernell
LJH Ventures
Matthew John
Ideals Solutions Group
Jim Konte
Randall Yanker
Steve Wethor
InvestNext
John Burns Research and Consulting, LLC
Johnston, Allison & Hord
Metrostudy, Inc. d/b/a Zonda Intelligence
Bannington Office Revocable Trust
Panther Building Services
Stericycle, Inc. (Shred-it)
ThinkManaged Technologies, LLC
Buller River Developments, LLC
Ashton Charleston Residential, LLC
Waste Management Pros of the Carolinas LLC
Evelyn Richardson, trustee of the Richardson Family Trust
HCT Pender, LLC
Springfield Plantation II, Inc.
River Rock Farm, LLC
King Carolina Properties, LLC
Whitney Elroy King
Charlotte Rebecca Johnson
Massey Properties, LLC
Prince/booth Investment Company, LLC
Roger Coy Maye, Trustee of Jacksie Sims Maye Irrevocable Trust

Roger C. Maye

Janet M. Mackey, Estate of Ervin J. Maye (through his personal representatives Roger Coy Maye
and Janet M. Mackey)

Donna M. Cook

William Sims

Alexander M. Sims Family Limited Partnership

LGI Homes-NC, LLC

Red Cedar Development, LLC

Great Southern Homes, Inc.

Lennar Georgia, LLC

Clayton Properties, Inc., d/b/a Mungo Homes

D.R. Horton, Inc.

Exhibit C

Proposed Order

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
Charlotte Division**

IN RE:

BRD LAND & INVESTMENT, et al.

Debtors.¹

Chapter 11

Case No. 26-_____

(Joint Administration Requested)²

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT
OF KURTZMAN CARSON CONSULTANTS, LLC D/B/A VERITA GLOBAL
AS CLAIMS, NOTICING, AND BALLOT AGENT**

This matter coming before the Court on the Application of Debtors for an Order Authorizing the Retention and Employment of Kurtzman Carson Consultants, LLC d/b/a Verita Global as Claims, Noticing, and Ballot Agent (the “Application”)³ filed by BRD Land & Investment, a South Carolina partnership, BRDL Warden Station Holding Co LLC, and BRDL Warden Station, LLC (collectively, the “Debtors”) as debtors and debtors-in-possession in the above-captioned case; the Court having reviewed the Application and the terms set forth in the Services Agreement attached to the Application as Exhibit A; the Court having reviewed the Agent

¹ The Debtors in these jointly administered cases are the following entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): BRD Land & Investment, a South Carolina partnership (6940), BRDL Warden Station Holding Co LLC (0184), and BRDL Warden Station, LLC (4687). The Debtors’ address is 6433 Bannington Road, Charlotte, NC 28226.

² The Debtors have also filed a contemporaneous motion requesting joint administration of their respective Chapter 11 bankruptcy cases.

³ Capitalized terms not otherwise defined herein have the meanings given to them in the Application.

Declaration and the Barbee Affidavit; the Court having considered the statements of counsel with respect to the Application at a hearing before the Court (the “Hearing”); the Court having found that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409, (c) this is a core proceeding pursuant to 28 U.S.C. § 157(b), and (d) notice of the Application and Hearing was sufficient under the circumstances and no other or further notice is required; it appearing that receiving, docketing, and maintaining proofs of claim would be unduly time consuming and burdensome for the Clerk’s Office; the Court being authorized under 28 U.S.C. § 156(c) to utilize, at the Debtors’ expense, outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy, and transmit proofs of claim and related claims, noticing, and ballot services; the Court being satisfied that Kurtzman Carson Consultants, LLC d/b/a Verita Global (“Verita”) does not hold an interest adverse to the Debtors or their estates respecting the matters upon which it is to be engaged; it appearing that the employment of Verita as claims, noticing, and ballot agent is in the best interests of the Debtors, their estates, and parties in interest; and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED.
2. The Debtors are authorized to retain and employ Verita as their Agent in these Chapter 11 Cases, in accordance with 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code, and Bankruptcy Rule 2002, on the terms and conditions set forth in the Application and the Services Agreement, as of the Petition Date.

3. Verita, as the Agent, is directed to perform noticing and balloting services and to receive, maintain, record, and otherwise administer the proofs of claim filed in these cases (if any), and all related tasks, all as described in the Application.

4. Verita is authorized to and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim (if necessary).

5. The Debtors are authorized to compensate Verita in accordance with the terms of the Services Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Verita and the rates charged for each and to reimburse Verita for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Verita to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

6. Verita shall maintain records of all services performed, showing dates, categories of services, fees charged, and expenses incurred and serve monthly invoices on (a) the Debtors, (b) counsel for the Debtors, and (c) the Bankruptcy Administrator.

7. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Verita under this Order shall be an administrative expense of the Debtors' estates.

8. Verita may hold the Retainer until the termination of the Services Agreement, as security for the Debtors' payment obligations under the Services Agreement.

9. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Services Agreement or monthly invoices, and the parties may seek resolution of such matter from this Court if resolution is not achieved.

10. The Debtors shall indemnify Verita under the terms of the Services Agreement, as modified pursuant to this Order.

11. Verita shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Services Agreement for services other than the services provided under the Services Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are separately approved by the Court.

12. Notwithstanding anything to the contrary in the Services Agreement, the Debtors shall have no obligation to indemnify Verita, or provide contribution or reimbursement to Verita, for any claim or expense that: (a) involves (i) circumstances resulting solely from Verita's gross negligence, willful misconduct, fraud, or bad faith or (ii) indirect, special, or consequential damages; (b) is for a contractual dispute in which the Debtors allege the breach of Verita's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; or (c) is settled prior to a judicial determination under (a) or (b), but determined by this Court, after notice and a hearing, to be a claim or expense for which Verita should not receive indemnity, contribution, or reimbursement under the terms of the Services Agreement, as modified by this Order.

13. If Verita is unable to provide the services set out in this Order, Verita will immediately notify the Clerk's Office and the Debtors' attorneys and, upon approval of the Court, cause all original proofs of claim and computer information to be turned over to another claims, noticing, and ballot agent with the advice and consent of the Clerk's Office and the Debtors' attorneys.

14. Except as ordered by the Court pursuant to section 107 of the Bankruptcy Code, all papers, dockets, or other material filed in this case with Verita shall be deemed public records open

to examination by any entity at reasonable times without charge. Verita may charge a fee for copying requested material, but the fee shall not exceed that charged pursuant to the Bankruptcy Court Fee Schedule issued by the Judicial Conference of the United States in accordance with section 1930(b) of title 28 of the United States Code.

15. Verita shall not cease providing claims processing services during these Chapter 11 Cases for any reason, including nonpayment, without an order of the Court.

16. In the event of any inconsistency between the Services Agreement, the Application, and this Order, this Order shall govern.

17. Pursuant to Local Bankruptcy Rule 9013-1(f), any party shall be entitled to request that the Court reconsider entry of this Order by filing a motion for reconsideration within 14 days of service of this Order.

18. The Debtors and Verita are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

19. The Court shall retain exclusive jurisdiction over any and all matters arising from or related to the implementation, interpretation, or enforcement of this Order.