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**UNITED STATES BANKRUPTCY COURT
 EASTERN DISTRICT OF VIRGINIA
 RICHMOND DIVISION**

In re:	:	Chapter 11
	:	
HOPEMAN BROTHERS, INC.,	:	Case No. 24-32428 (KLP)
	:	
Debtor.	:	
	:	
	:	

**NOTICE OF FILING OF REVISED PROPOSED ORDER
 APPROVING SOLICITATION PROCEDURES MOTION**

PLEASE TAKE NOTICE that on April 29, 2025, Debtor and Committee filed the *Joint Motion of the Debtor and Official Committee of Unsecured Creditors for Entry of an Order (I) Scheduling a Combined Hearing to Approve the Disclosure Statement and Confirm the Plan; (II) Conditionally Approving the Disclosure Statement (III) Establishing Objection Deadlines; (IV) Approving the Form and Manner of Notice; (V) Approving the Solicitation and Tabulation Procedures; and (VI) Granting Related Relief* [Docket No. 691] (the “Solicitation Procedures Motion”), which Solicitation Procedures Motion includes a proposed form of order.

PLEASE TAKE FURTHER NOTICE that the Debtor is hereby filing a revised proposed order approving the Solicitation Procedures Motion (the “Revised Proposed Order”), which is attached hereto as **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit B** is a redline of the Revised Proposed Order as compared to the original proposed form of order attached to the Solicitation Procedures Motion.



Dated: May 21, 2025
Richmond, Virginia

/s/ Henry P. (Toby) Long, III

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Exhibit A

Revised Proposed Order

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**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re: :
 :
 : **Chapter 11**
HOPEMAN BROTHERS, INC., :
 :
 : **Case No. 24-32428 (KLP)**
 :
 : **Debtor.** :
 :
 :

**ORDER (I) SCHEDULING A COMBINED HEARING TO APPROVE
THE DISCLOSURE STATEMENT AND CONFIRM THE PLAN; (II)
CONDITIONALLY APPROVING THE DISCLOSURE STATEMENT; (III)
ESTABLISHING OBJECTION DEADLINES; (IV) APPROVING THE FORM
AND MANNER OF NOTICE; (V) APPROVING THE SOLICITATION AND
TABULATION PROCEDURES; AND (VI) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)¹ of Hopeman Brothers, Inc., debtor in the above-captioned chapter 11 case (“Hopeman”), and the Official Committee of Unsecured Creditors (the “Committee”; together with Hopeman, the “Movants”), for entry of an order (this “Order”) (a) scheduling a combined hearing (the “Combined Hearing”) on the adequacy of the *Disclosure Statement with Respect to the Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”) [Docket No. 690] and the confirmation of the *Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy*

¹ Capitalized terms used but not defined herein have the meanings given to them in the Motion.

Code [Docket No. 689] (the “Plan”); (b) approving, on a conditional basis, the Disclosure Statement for solicitation purposes; (c) establishing objection deadlines; (d) approving the form and manner of notice of the Combined Hearing; (e) approving the Solicitation Procedures; and (f) granting related relief, all as more fully set forth in the Motion; and the Court having reviewed the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and the Court having determined that there is good and sufficient cause for the relief granted in this Order, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted as provided herein.
2. The Combined Hearing, at which time, this Court will consider, among other things, the approval of the Disclosure Statement on a final basis, confirmation of the Plan, and any other matter properly before the Court will be held on **June 23, 2025, at 11:00 a.m. (prevailing Eastern Time)**.
3. Objections to approval of the Disclosure Statement on a final basis and to confirmation of the Plan, if any, *must*: (i) be in writing, (ii) set forth in detail the name and address of any party filing the objection, the grounds for the objection, any relevant and admissible

evidence in support of the objection, and the amount of the objector's claim(s) or such other grounds that give the objector standing to assert the objection, (iii) conform to the Bankruptcy Rules and the Bankruptcy Local Rules, (iv) be filed with the Court, and (v) served in accordance with the Bankruptcy Rules and Bankruptcy Local Rules upon the parties at the addresses set forth in the Combined Hearing Notice so as to be actually received on or before **4:00 p.m. (prevailing Eastern Time) on June 13, 2025** (the "Objection Deadline"). Any objection not properly and timely filed shall be deemed to be waived and to be consent to the entry of an order approving the adequacy of the Disclosure Statement on a final basis and confirming the Plan.

I. Approval of the Disclosure Statement on a Conditional Basis

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

II. Approval of the Procedures, Materials, and Timeline for Soliciting Votes on and Confirming the Plan.

A. Approval of Solicitation Procedures

5. The Movants are authorized to solicit, receive, and tabulate votes to accept the Plan in accordance with the Solicitation Procedures attached hereto as **Exhibit 1**, which are hereby approved in their entirety.

B. Approval of Dates and Deadlines in Connection with the Plan and Disclosure Statement

6. The following dates and deadlines are hereby established (subject to modification as necessary) with respect to the Disclosure Statement, solicitation of votes to accept the Plan, voting on the Plan, and confirming the Plan:

Date	Event
Voting Record Date	May 21, 2025 (Hearing Date on this Motion)
Commencement of Solicitation	No later than five (5) business days following entry of the Solicitation Procedures Order
Publication Deadline	No later than five (5) business days following entry of the Solicitation Procedures Order
3018 Motion Deadline	No later than fourteen (14) calendar days after the mailing of the Solicitation Package
Vote Objection Deadline	May 28, 2025, at 4:00 p.m. (prevailing Eastern Time)
Plan Supplement Filing Deadline	June 6, 2025, at 11:59 p.m. (prevailing Eastern Time)
Voting and Release Opt-In Deadline	June 12, 2025, at 4:00 p.m. (prevailing Eastern Time)
Deadline to File Objections to Adequacy of the Disclosure Statement and Confirmation of the Plan	June 13, 2025, at 4:00 p.m. (prevailing Eastern Time)
Deadline for Movants to file (a) Confirmation Brief; (b) Replies to Objections; (c) Declarations in Support of Confirmation; and (d) Voting Certification	June 20, 2025, at 11:59 p.m. (prevailing Eastern Time)
Combined Hearing	June 23, 2025, at 11:00 a.m. (prevailing Eastern Time)

7. The Movants may adjourn the Combined Hearing or any other dates listed above from time to time consistent with the Court’s procedures, without further notice other than adjournments announced in open court or as indicated in any notice of adjournment filed by the Movants with the Bankruptcy Court.

C. Approval of Form and Method of Distribution of Solicitation Packages

8. The Solicitation Packages to be transmitted on or before five (5) business days following entry of the Solicitation Procedures Order (the “Solicitation Mailing Deadline”), or as soon as reasonably practicable thereafter, to those holders of Claims entitled to vote on the Plan as of the Voting Record Date, shall include the following, the form of each of which is hereby approved:

- i. this Order (with the Solicitation Procedures attached hereto as **Exhibit 1**);
- ii. the applicable form of Ballot (containing an election not to grant the Holders’ Release of Hopeman’s Directors and Officers pursuant to

section 10.6 of the Plan) substantially in the form attached hereto as **Exhibit 2A, 2B, or 2C**;

- iii. the Combined Hearing Notice substantially in the form attached hereto as **Exhibit 4**;
- iv. the Disclosure Statement (with the Plan attached as an exhibit, along with the Plan's exhibits);
- v. solely for the holders of Claims entitled to vote on the Plan, pre-addressed, return envelopes for completed ballots; and
- vi. any other materials ordered by the Court to be disseminated.

9. The Movants shall distribute Solicitation Packages to all holders of Claims entitled to vote on the Plan on or before the Solicitation Mailing Deadline, or as soon as reasonably practicable thereafter. Such service shall satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

10. The Movants are authorized, but not directed or required, to distribute the Plan, the Disclosure Statement, and this Order (without exhibits, except for the Solicitation Procedures) to holders of Claims entitled to vote on the Plan in electronic format (*i.e.*, on flash drive). Any party that receives materials in electronic format, but would prefer to receive materials in paper format, may contact the Balloting Agent and request paper copies of the materials previously received in electronic format (to be provided at Hopeman's expense). The Ballots and the Combined Hearing Notice will be provided in paper form. On or before the Solicitation Mailing Deadline, the Movants shall provide (a) complete Solicitation Packages (other than Ballots) to the U.S. Trustee, and (b) the Order (in electronic format) and the Combined Hearing Notice to all parties required to receive notice under Bankruptcy Rule 2002.

11. The Balloting Agent is authorized to assist the Movants in: (a) distributing the Solicitation Packages; (b) receiving, tabulating, and reporting on Ballots cast to accept or reject the Plan by holders of Claims against Hopeman; (c) responding to inquiries from holders of Claims

and Equity Interests and other parties in interest relating to the Disclosure Statement, the Plan, the Solicitation Packages (including the Ballots), and all other related documents and matters related thereto, including the procedures and requirements for voting to accept or reject the Plan and for objecting to the Plan or the adequacy of the Disclosure Statement; (d) soliciting votes on the Plan; and (e) if necessary, contacting creditors or interest holders regarding the Plan and/or the Disclosure Statement.

12. The Balloting Agent is also authorized to accept Class 3 Ballots and Opt-In Forms (defined below) via electronic online transmission through an online balloting portal on Hopeman's case website as set forth in the Solicitation Procedures. The secured ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot or Opt-In Form submitted in this manner and the creditor's electronic signature will be deemed to be immediately legally valid and effective.

13. The Balloting Agent is also authorized to accept Class 4 Ballots and Master Ballots via electronic online transmission through the dedicated email address for submitting such Ballots as set forth in the Solicitation Procedures. All Asbestos Claims in Class 4 of the Plan are temporarily allowed solely for purposes of voting on the Plan, each in the amount of \$1.00, as specified in the Solicitation Procedures and on the applicable Ballot or Master Ballot. The specified amount of \$1.00 of each Asbestos Claim as notated on a claimant's Ballot (or Master Ballot, if applicable) shall be used for voting purposes only and shall not be binding on any party (including, without limitation, Hopeman and the Asbestos Trust) except for voting purposes.

14. If an actual or alleged Asbestos Claim (including any Asbestos Indirect Claim) or a General Unsecured Claim is the subject of a proof-of-claim objection filed by the Vote Objection Deadline and the holder of that Asbestos Claim or General Unsecured Claim casts a Ballot, the

claimant's Ballot will not be counted unless, in accordance with Bankruptcy Rule 3018, the underlying Asbestos Claim or General Unsecured Claim is temporarily allowed by the Court for voting purposes after a Rule 3018 Motion is timely brought by such a claimant.

15. Any holder or alleged holder of an Asbestos Claim (including any Asbestos Indirect Claim) or a General Unsecured Claim who seeks a different treatment of its claim for voting purposes must file and serve a Rule 3018 Motion on the Movants so that it is actually received by the 3018 Motion Deadline. The Court will schedule a hearing on such Rule 3018 Motion at or prior to the Combined Hearing.

16. The Movants and the Balloting Agent are authorized to serve Solicitation Packages for holders of Class 4 Asbestos Claims (including any Asbestos Indirect Claims) on their applicable Attorneys of Record for such holders, where known. Attorneys of Record for holders of Class 4 Asbestos Claims (including any Asbestos Indirect Claims) are authorized to vote to accept or reject the Plan on behalf of the holders they represent to the extent they have, and elect to exercise, that authority under applicable law as set forth in the Solicitation Procedures.

D. Approval of Form of Non-Voting Status Notices and Opt-In Forms

17. The Movants shall not be obligated to deliver Solicitation Packages or Ballots to holders of Claims or Interests in the Non-Voting Classes. In accordance with Bankruptcy Rule 3017(d), the Movants, with the assistance of the Balloting Agent, shall mail to the holders of Claims and Interests in the Non-Voting Classes, as well as holders of Claims in a Voting Class that, as of the Voting Record Date, are subject to a pending objection by Hopeman, a notice substantially in the form of **Exhibit 3** attached hereto (the "Non-Voting Status Notice") and the opt-in form (the "Opt-In Form") annexed to the Non-Voting Status Notice, in lieu of Solicitation Packages.

18. The Movants are not required to mail Solicitation Packages, other solicitation materials, or a Non-Voting Status Notice to: (a) holders of Claims that have already been paid in full during the chapter 11 case; or (b) any party to whom the notice of the Motion was sent but was subsequently returned as undeliverable without a forwarding address by the Voting Record Date.

E. Approval of Combined Hearing Notice

19. The Combined Hearing Notice, substantially in the form attached hereto as **Exhibit 4**, which shall be filed by the Movants and served upon parties in interest in the chapter 11 case by no later than the Solicitation Mailing Deadline and published in a format modified for publication one time no later than thirty (30) days prior to the Combined Hearing, in the national edition of *USA Today*, the *Richmond Times-Dispatch*, and *The Times-Picayune/New Orleans Advocate*, constitutes adequate and sufficient notice of the hearing to consider confirmation of the Plan, the manner in which a copy of the Plan and Disclosure Statement can be obtained, and the time fixed for filing objections thereto, in satisfaction of the requirements of the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

III. Additional Provisions

20. Hopeman shall file the Plan Supplement with the Court on or before **11:59 p.m. (prevailing Eastern Time) on June 6, 2025**, which filing is without prejudice to Hopeman's rights to amend or supplement the Plan Supplement.

21. The Movants are authorized to make non-material changes to the Disclosure Statement, the Plan, the Ballots, the Combined Hearing Notice, the Notice of Non-Voting Status, the Opt-In Form and related documents and any other materials in the Solicitation Package without further order of this Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Disclosure Statement, the Plan, the Ballots, the Combined Hearing Notice, the Notice of Non-Voting Status, and related

documents or other materials in the Solicitation Package before their distribution and publication, as applicable.

22. Nothing in this Order shall be construed as a waiver of the right of the Movants or any other party in interest, as applicable, to object to a proof of claim after the Voting Record Date.

23. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

24. The requirement under Bankruptcy Local Rule 9013-1(F) to file a memorandum of law in connection with the Motion is waived.

25. The Movants are authorized to take all actions necessary or appropriate to implement the relief granted in this Order in accordance with the Motion.

26. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Order.

Dated: _____, 2025
Richmond, Virginia

UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

/s/ Henry P. (Toby) Long, III
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**CERTIFICATION OF ENDORSEMENT
UNDER BANKRUPTCY LOCAL RULE 9022-1(C)**

I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

/s/ Henry P. (Toby) Long, III
Henry P. (Toby) Long, III

EXHIBIT 1 TO SOLICITATION PROCEDURES ORDER

Solicitation Procedures

**SOLICITATION PROCEDURES FOR
PLAN OF REORGANIZATION OF
HOPEMAN BROTHERS, INC.**

The following procedures (the “Solicitation Procedures”) are adopted with respect to (a) the distribution of solicitation packages with respect to the *Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code*, dated _____ (as may be amended, modified, or supplemented from time to time, the “Plan”) and (b) the return and tabulation of Ballots and Master Ballots (each as defined herein) to be used in voting on the Plan in the chapter 11 case of Hopeman Brothers, Inc. in the United States Bankruptcy Court for the Eastern District of Virginia.

The Solicitation Procedures set out in this document are supplemented by the instructions accompanying the Ballots and Master Ballots that will be included in the solicitation packages, which will be sent to (or can be obtained by) those persons entitled to vote on the Plan. You should review those instructions and these Solicitation Procedures carefully. In the event of conflict between the ballot instructions and these Solicitation Procedures, the terms of these Solicitation Procedures will govern and control.

I. DEFINITIONS

A. “Asbestos Claim” shall have the meaning given in the Plan.

B. “Asbestos Trust Distribution Procedures” means the trust distribution procedures for the Asbestos Trust that are attached to the Plan as Exhibit B, and which provide for the resolution, liquidation, and satisfaction of the Asbestos Claims.

C. “Ballot” means the form or forms distributed with the Plan and Disclosure Statement to holders of claims impaired by the Plan and entitled to vote, upon which such holders register their acceptance or rejection of the Plan.

D. “Balloting Agent” means Kurtzman Carson Consultants LLC d/b/a Verita Global, as Hopeman’s solicitation and balloting agent with respect to the Plan.

E. “Bankruptcy Court” means the United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division, or such other court as may have jurisdiction over the Chapter 11 Case or any proceeding within, or appeal of an order entered in, the Chapter 11 Case including, to the extent of a withdrawal of reference under 28 U.S.C. § 157 or the requirement for final approval, the District Court.

F. “Combined Hearing” means the hearing(s) that will be held before the Bankruptcy Court in which Hopeman will seek approval of the adequacy of the Disclosure Statement on a final basis and confirmation of the Plan.

G. “Combined Hearing Notice” means the mailed and published notice of (a) the date and time of the Combined Hearing and (b) the procedure for holders of Asbestos Claims to obtain a Solicitation Package, substantially in the form attached to the Solicitation Procedures Order as Exhibit 4.

H. “Disclosure Statement” means the written disclosure statement that relates to the Plan, including the exhibits and schedules thereto, as approved by the Bankruptcy Court after the Petition Date as containing adequate information pursuant to section 1125 of the Bankruptcy Code and Rule 3017 of the Bankruptcy Rules, as such disclosure statement may be amended, modified, or supplemented from time to time.

I. “Equity Interest” means any right, title, and ownership interest in Hopeman.

J. “Master Ballot” means a Ballot submitted on behalf of one or more holders of Asbestos Claims pursuant to section IV(d) of the Solicitation Procedures.

K. “Non-Voting Classes” means Classes 1, 2, and 5 under the Plan.

L. “Objection Deadline” means the date established by the Bankruptcy Court in the Solicitation Procedures Order as the deadline for filing objections to approval of the adequacy of the Disclosure Statement on a final basis and confirmation of the Plan.

M. “Opt-In Form” means the form distributed to holders of Claims and Interests in Non-Voting Classes to affirmatively opt-in to the mutual release contained in section 10.6 of the Plan.

N. “Plan” means the Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code, including any supplements, schedules and exhibits hereto, either in its present form or as the same may be amended, modified or supplemented from time to time.

O. “Rule 3018 Motion” means a motion, in accordance with Bankruptcy Rule 3018(a), for an order temporarily allowing a claim for purposes of voting to accept or reject the Plan.

P. “Schedules” means the schedules of assets and liabilities and the statements of financial affairs of Hopeman as filed with the Bankruptcy Court by Hopeman after the Petition Date in accordance with section 521 of the Bankruptcy Code and Bankruptcy Rule 1007, as such schedules and statements may be amended or supplemented from time to time.

Q. “Solicitation Mailing Deadline” means [●], 2024.

R. “Solicitation Package” means and will consist of all of the following:

1. the Disclosure Statement Order, with these Solicitation Procedures attached as an exhibit thereto;
2. the applicable form of Ballot substantially in the form attached to the Solicitation Procedures Order as Exhibit 2A, 2B or 2C;
3. the Combined Hearing Notice substantially in the form attached to the Solicitation Procedures Order as Exhibit 4;
4. the Disclosure Statement (with the Plan attached as an exhibit);

5. preaddressed, return envelopes for Ballots (or Master Ballots, as applicable) to be used by holders of General Unsecured Claims and Asbestos Claims; and
6. any other materials ordered by the Bankruptcy Court to be included as part of the Solicitation Package.

S. “Solicitation Procedures Motion” means the Joint Motion of the Debtor and Official Committee of Unsecured Creditors for Entry of an Order (I) Scheduling a Combined Hearing to Approve the Disclosure Statement and Confirm the Plan; (II) Conditionally Approving the Disclosure Statement; (III) Establishing Objection Deadlines; (IV) Approving the Form and Manner of Notice; (V) Approving the Solicitation and Tabulation Procedures; and (VI) Granting Related Relief filed with the Bankruptcy Court.

T. “Solicitation Procedures Order” means the order of the Bankruptcy Court approving the Disclosure Statement as containing adequate information within the meaning of section 1125 of the Bankruptcy Code, approving the combined hearing of the Plan and Disclosure Statement, and approving the method of solicitation of votes on the Plan.

U. “Voting Classes” means Classes 3 and 4 under the Plan.

V. “Voting and Release Opt-In Deadline” means 4:00 p.m., prevailing Eastern Time, on June 12, 2025.

W. “Vote Objection Deadline” means 4:00 p.m., prevailing Eastern Time, on May 28, 2025.

X. Capitalized terms used but not defined in the Solicitation Procedures have the meanings given to them in the Plan and the Solicitation Procedures Motion, as the context requires.

II. DISTRIBUTION OF SOLICITATION PACKAGES TO VOTING CLASSES

This section explains the manner in which Solicitation Packages will be dispatched to parties entitled to vote on the Plan.

A. Scheduled Class 3 Claims. On or before the Solicitation Mailing Deadline, the Balloting Agent will cause a Solicitation Package to be served upon each holder of a Class 3 General Unsecured Claim, who, as of the Solicitation Mailing Deadline, is listed in the Schedules as liquidated, undisputed, and non-contingent and with a claim amount in excess of \$0.00; provided, however, that each holder of a Non-Asbestos Claim that is entitled to receive a Solicitation Package pursuant to this section and also is entitled to receive a Solicitation Package pursuant to section III(b) of the Solicitation Procedures shall be entitled to receive only one Solicitation Package.

B. Filed Claims. On or before the Solicitation Mailing Deadline, the Balloting Agent will cause a Solicitation Package to be served upon each holder of a Class 3 General Unsecured Claim represented by a timely filed proof of claim filed against Hopeman that is not subject to a pending objection as of the Solicitation Mailing Deadline and has not been withdrawn, disallowed,

or expunged by an order of the Bankruptcy Court entered on or before the Solicitation Mailing Deadline. To avoid duplication and reduce expenses, holders of Claims other than Asbestos Claims and General Unsecured Claims who have filed duplicate proofs of claim are entitled to receive only one Solicitation Package and one ballot for voting their claim. Additionally, holders of Claims other than Asbestos Claims and General Unsecured Claims who filed amended proofs of claim are entitled to vote only the claim evidenced by the amended proof of claim.

C. Asbestos Claims. On or before the Solicitation Mailing Deadline, the Balloting Agent will cause Solicitation Packages to be served on known holders of Asbestos Claims or such holders' attorneys in the manner prescribed in section III of the Solicitation Procedures.

D. Undeliverable Solicitation Packages. Notwithstanding any provision in section III of the Solicitation Procedures to the contrary, the Balloting Agent shall not be required to resend a Solicitation Package to any person or entity whose Solicitation Package was returned as undeliverable by the postal service, unless Hopeman or the Balloting Agent is provided with an accurate address for such person or entity prior to the Voting and Release Opt-In Deadline.

III. SPECIAL PROCEDURES RELATING TO ASBESTOS CLAIMS

A. Distribution of Solicitation Packages. The Balloting Agent will cause Solicitation Packages to be served with respect to Asbestos Claims as follows:

- i. To attorneys representing individual holders of Asbestos Claims:*
 - a. A single Solicitation Package will be served upon each attorney known by Hopeman (based on Hopeman's records and any list of attorneys furnished to Hopeman on or before the entry of the Solicitation Procedures Order) to represent or potentially to represent individuals who may hold or assert Asbestos Claims (each, an "Attorney of Record" and collectively, the "Attorneys of Record").
 - b. If an Attorney of Record who receives a Solicitation Package either (1) is unable to certify with respect to any holder of an Asbestos Claim represented by such attorney that such Attorney of Record has the authority to vote on the Plan on behalf of such holder (*see* section IV(c)(ii) of the Solicitation Procedures) or (2) wishes any holder of an Asbestos Claim represented by such Attorney of Record to cast his or her own Ballot on the Plan, such Attorney of Record shall furnish the Balloting Agent with a list setting forth the name and address for each such holder within five (5) business days of receiving the Solicitation Package; provided, that, if such list contains more than twenty (20) such holders, such information must be provided in electronic format by email to hopemanballots@veritaglobal.com preferably in Microsoft Excel format; provided, further, that if it is not possible to provide such information in an electronic format by email, such information must be sent to the Balloting

Agent by mail in printed form or on a thumb drive so that it is actually received within seven (7) business days of receiving a copy of the Solicitation Package.

- c. Attorneys of Record who wish their clients to receive Solicitation Packages for informational purposes (without a Ballot) must provide to the Balloting Agent such clients' names and addresses, within seven (7) business days of receiving a copy of the Solicitation Package.

ii. *To individuals holding Asbestos Claims:*

- a. **Transmittal by the Balloting Agent.** If either (i) an individual who holds or asserts an Asbestos Claim requests a Solicitation Package by written notice to the Balloting Agent and provides a mailing address therewith, or (ii) an Attorney of Record who represents or purports to represent the holder of an Asbestos Claim furnishes names and addresses of individuals to the Balloting Agent, then the Balloting Agent will cause a Solicitation Package to be mailed, together with a Ballot, directly to each such individual who holds or asserts such Asbestos Claim(s) within five (5) business days after receiving such request.
- b. **Transmittal by an Attorney.** An Attorney of Record may choose to transmit Solicitation Packages to his or her clients directly. If an Attorney of Record chooses to do so, such attorney must, within five (5) business days after the Solicitation Mailing Deadline, furnish a written request to the Balloting Agent for a specified amount of Solicitation Packages and individual Ballots, which will be provided to such Attorney of Record within five (5) business days after receipt of such written request. Hopeman will reimburse such Attorney of Record for the reasonable, actual postage costs incurred by the attorney. Attorneys of Record seeking reimbursement shall submit reasonable evidence of postage expenses incurred to obtain such reimbursement.
- c. **Individual Holders of Asbestos Claims Against Hopeman.** Notwithstanding other provisions of these Solicitation Procedures to the contrary, the Balloting Agent shall cause a Solicitation Package (including, among other things, an appropriate Ballot) to be mailed directly to individual holders of Asbestos Claims who are known as holding Asbestos Claims against Hopeman and who are not represented by an attorney.

B. Calculation of Votes with Respect to Asbestos Claims. Each holder of an Asbestos Claim will have a **single** vote on the Plan in the amount of **\$1.00**.

C. Required Certifications. No vote in favor of or against the Plan by or on behalf of a holder of an Asbestos Claim shall be counted by the Balloting Agent unless the Ballot or Master Ballot reflecting such vote is timely submitted to the Balloting Agent with the written certifications contained on the Ballot or Master Ballot.

- i. **Certification for Individual Ballots.** Individual Ballots voted by, or on behalf of, holders of Asbestos Claims shall contain an acknowledgement and certification, *inter alia*, that (A) the person signing the Ballot has received the documents

included in the Solicitation Package; (B) on information and belief, the person signing the Ballot holds an Asbestos Claim (as defined in the Plan) against Hopeman or is an agent or attorney authorized to submit the Ballot on behalf of such holder; and (C) the person signing the Ballot understands that an otherwise properly completed, executed, and timely returned Ballot failing to indicate either acceptance or rejection of the Plan, or indicating both acceptance and rejected of the Plan, will not be counted.

- ii. **Certification for Master Ballots.** Master Ballots voted on behalf of holders of Asbestos Claims shall contain an acknowledgement and certification, *inter alia*, that (A) the attorney signing the Master Ballot has received the documents included in the Solicitation Package; (B) the attorney signing the Master Ballot is authorized under applicable law by each of the holders of Asbestos Claims listed on the exhibit accompanying the Master Ballot to vote on behalf of such holders; (C) each claimant identified on such exhibit has, on information and belief, an Asbestos Claim (as defined in the Plan) against Hopeman; and (D) the attorney signing the Master Ballot understands that an otherwise properly completed, executed, and timely returned Master Ballot failing to indicate either acceptance or rejection of the Plan for each Claim listed on the exhibit accompanying the Master Ballot, or the same indicates both acceptance and rejection of the Plan, will not be counted.

D. Completion and Return of Master Ballots by Attorneys for Holders of Asbestos Claims. Attorneys of Record who represent individual holders of Asbestos Claims shall be permitted to cast Master Ballots for such holders, but only to the extent such attorneys have the authority under applicable law to do so, and so certify in the manner set forth herein and on the Master Ballots respecting such Asbestos Claims. Each Attorney of Record voting on behalf of the individuals he or she represents who hold or assert Asbestos Claims shall complete a Master Ballot, which will set forth the votes cast by such attorney on behalf of any such clients. The following procedures will govern the completion and return of a Master Ballot:

i. **Summarizing Votes on the Master Ballot:**

- a. The Master Ballot shall contain the following options for voting, one of which shall be marked by the Attorney of Record:

(1) “All Class 4 Asbestos Claims listed on the Master Ballot Exhibit **ACCEPT / VOTE IN FAVOR OF** the Plan.”

(2) “All Class 4 Asbestos Claims listed on the Master Ballot Exhibit **REJECT / VOTE AGAINST** the Plan.”

(3) “Some of the individuals listed on the Master Ballot Exhibit **ACCEPT (VOTE IN FAVOR OF)** the Plan while other individuals listed on the Master Ballot Exhibit **REJECT (VOTE AGAINST)** the Plan.”

- ii. **Inability to Make Required Certifications on Master Ballot:** If the Attorney of Record is unable to make such certifications on behalf of any holder of an Asbestos Claim whom he or she represents, the attorney may not cast a vote on behalf of

such claimant and must timely send the information relating to the names and addresses of its clients for whom he or she may not vote to the Balloting Agent in accordance with section IV(a)(i)(B) of the Solicitation Procedures.

iii. **Spreadsheet Exhibit to the Master Ballot:**

- a. Each Attorney of Record shall prepare a spreadsheet in the form shown on the Master Ballot. This spreadsheet will become an exhibit to the Master Ballot and must clearly identify the attorney's law firm on each page and list in separate columns the following information for each holder of an Asbestos Claim on whose behalf the Attorney of Record is voting: (i) the name of the injured party (with first name, last name, middle initial, and suffix listed in separate columns); (ii) the last four digits of the injured party's Social Security number; (iii) date of birth; (iv) date of death, if applicable; and (v) whether each individual holder of an Asbestos Claim accepts (votes in favor of) or rejects (votes against) the Plan.
- b. The entire spreadsheet must be submitted on a thumb drive, or via email if the Master Ballot is submitted to the Balloting Agent's secure online portal in accordance with the instructions below, in MICROSOFT EXCEL™ or similar format, and enclosed with the Master Ballot; provided, however, if such spreadsheet contains less than twenty (20) holders of Asbestos Claims, the spreadsheet may be attached to the Master Ballot as an exhibit in paper form. The completed Master Ballot and spreadsheet exhibit must be returned to the Balloting Agent in accordance with sections V(c) and V(d) of the Solicitation Procedures.

E. Opting In to Mutual Releases By Holders of General Unsecured Claims and Claims and Interests in Non-Voting Classes. If a holder of a General Unsecured Claim in Class 3 (General Unsecured Claims) elects to grant the release contained in Section 10.6 of the Plan, such holder must check the box in the Ballot affirmatively opting in to that release. If a holder of a claim in a Non-Voting Class (Class 1 (Priority Non-Tax Claims), Class 2 (Secured Claims), and Class 5 (Equity Interests)) elects to grant the release contained in Section 10.6 of the Plan, such holder must complete and return the Opt-In Form affirmatively opting in to that release. Election to consent to the release contained in Section 10.6 of the Plan is at each applicable claim holder's option. If a holder of a General Unsecured Claim in Claim in Class 3 or a claim in a Non-Voting Class does not elect to opt-in to the releases set forth in Section 10.6 of the Plan, such holders will forego the benefit of obtaining the mutual releases set forth in Section 10.6 of the Plan.

IV. RETURN OF BALLOTS AND OPT-IN FORMS

A. Claimants Entitled to Vote. Only holders of General Unsecured Claims in Class 3 and holders of Asbestos Claims (including any Asbestos Indirect Claims) in Class 4 will be permitted to vote. If an actual or alleged Asbestos Claim (including any Asbestos Indirect Claim) or a General Unsecured Claim is the subject of a proof-of-claim objection filed by the Vote Objection Deadline and the holder of that Asbestos Claim or General Unsecured Claim casts a Ballot, the claimant's Ballot will not be counted unless, in accordance with Bankruptcy Rule 3018,

the underlying Asbestos Claim or General Unsecured Claim is temporarily allowed by the Court for voting purposes after a Rule 3018 Motion is timely brought by such a claimant. Any holder or alleged holder of an Asbestos Claim (including any Asbestos Indirect Claim) or a General Unsecured Claim who seeks a different treatment of its claim for voting purposes must file and serve a 3018 Motion on the Movants so that it is actually received by the 3018 Motion Deadline. The Court will schedule a hearing on such Rule 3018 Motion at or prior to the Combined Hearing.

B. Claimants Entitled to Opt-In to Mutual Releases. Only holders of General Unsecured Claims in Class 3 and Claims and Interests in Non-Voting Classes will be permitted to opt-in to the mutual releases contained in Section 10.6 of the Plan.

C. Authority to Complete and Execute Ballots and Opt-In Forms. If a Ballot or Opt-In Form is signed by a trustee, executor, guardian, attorney-in-fact, officer of a corporation, or any other entity acting in a fiduciary or representative capacity, the signatory must indicate such capacity when signing. The authority of the signatory of each Ballot and Opt-In Form to complete and execute the Ballot and Opt-In Form shall be presumed, but by executing a Ballot, Master Ballot, or Opt-In Form each signatory certifies that he or she has such authority, and shall provide evidence of such authority upon request of the Balloting Agent.

D. Deadline for Receiving Completed Ballots, Master Ballots, and Opt-In Forms. All Ballots, Master Ballots and Opt-In Forms must be *actually received* by the Balloting Agent by the Voting and Release Opt-In Deadline in order to register a vote on the Plan and/or be included grant and receive the mutual releases set forth in Section 10.6 of the Plan. If any Ballot or Master Ballot is received by the Balloting Agent after such date and time, the vote(s) recorded on that Ballot or Master Ballot will not be counted. If any Ballot or Master Ballot is received by the Balloting Agent after such date and time, the vote(s) recorded on that Ballot or Master Ballot will not be counted.

E. Place to Send Completed Class 3 Ballots and Opt-In Forms. Class 3 Ballots and Opt-In Forms may be returned by mail using the pre-addressed envelope included in the Solicitation Package, or by hand delivery or overnight courier to:

<p>Hopeman Balloting Processing Center c/o Kurtzman Carson Consultants LLC d/b/a Verita Global 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245</p>

Class 3 Ballots and Opt-In Forms may also be submitted via the Balloting Agent's online portal at <https://www.veritaglobal.com/hopeman>. Click on the "E-Ballot" section of the website and follow the instructions to submit your Ballot.

F. Place to Send Completed Class 4 Ballots and Master Ballots. Class 4 Ballots and Master Ballots may be returned by mail using the pre-addressed envelope included in the Solicitation Package, or by hand delivery or overnight courier to:

<p>Hopeman Balloting Processing Center c/o Kurtzman Carson Consultants LLC d/b/a Verita Global 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245</p>

Class 4 Ballots and Master Ballots may also be submitted via email to the Balloting Agent's secure online portal at hopemanballots@veritaglobal.com.

G. Other Electronic Transmission Not Accepted. The Balloting Agent's online portal for Class 3 Ballots and Opt-In Forms and dedicated email address for Class 4 Ballots are the sole methods in which the respective Class Ballots will be accepted via electronic or online transmission. Class 3 Ballots and Opt-In Forms submitted by facsimile or other means of electronic transmission (other than via the Balloting Agent's online portal, as noted above) will not be counted. Except as may be permitted in writing by the Balloting Agent pursuant to this paragraph, any Class 4 Ballots or Master Ballots submitted by facsimile or other means of electronic transmission (other than via the Balloting Agent's online portal, as noted above) will not be counted. The Balloting Agent shall acknowledge by return email receipt of any Master Ballot submitted by email pursuant to this paragraph within one (1) business day of receipt of such Master Ballot.

H. Retention of Ballots, Master Ballots, and Opt-In Forms by Balloting Agent. The Balloting Agent will date-stamp all Ballots, Master Ballots, and Opt-In Forms when received. Ballots and Opt-In Forms received on the day of the Voting and Release Opt-In Deadline will be date and time-stamped. In addition, the Balloting Agent will retain originals of all Ballots, Master Ballots and Opt-In Forms for a period of one (1) year after the Effective Date of the Plan, unless otherwise instructed by Hopeman in writing or otherwise ordered by the Bankruptcy Court.

V. TABULATION OF BALLOTS

A. Determination of Amount of Asbestos Claims Voted. The amount used to tabulate acceptance/votes in favor of, or rejection of/votes against, the Plan by those holding Asbestos Claims is set forth in section III of the Solicitation Procedures.

B. Ballots Excluded. A Ballot or Master Ballot will not be counted if any of the following applies to such Ballot or Master Ballot:

- i. The Ballot or Master Ballot was cast by or on behalf of a person or entity that does not hold a Claim in a Class entitled to vote on the Plan.
- ii. The Ballot or Master Ballot was actually received by the Balloting Agent after the Voting and Release Opt-In Deadline, unless the Plan Proponents shall have granted

in writing an extension of the Voting and Release Opt-In Deadline or the Bankruptcy Court shall have granted such an extension.

- iii. The Ballot is returned to the Balloting Agent indicating a vote on the Plan but is unsigned.
- iv. The Ballot is illegible or contains insufficient information to permit the identification of the claimant.
- v. The Ballot or Master is transmitted to the Balloting Agent by email, facsimile, or other electronic transmission other than the Balloting Agent's secure, online portal (except to the extent that the Balloting Agent has provided written permission to submit the Class 4 Ballot or Master Ballot by email pursuant to section IV(F) of these Solicitation Procedures).
- vi. The Ballot is submitted in a form that is not the appropriate Ballot for such Claim.
- vii. The Ballot is not completed (including, without limitation, (i) a Master Ballot with respect to an Asbestos Claim on which the attorney fails to make the required certification, or (ii) a Ballot submitted by a holder of an Asbestos Claim in the United States that does not provide the last four digits of the claimant's Social Security Number); provided, however, that an undated Ballot or a Master Ballot that does not include the date of birth or the date of death (if applicable) of the claimant may be considered by the Balloting Agent to be complete for purposes of counting such Ballot or Master Ballot.

C. General Solicitation Procedures and Standard Assumptions. In addition to all other provisions of these Solicitation Procedures, the following procedures for voting and standard assumptions will be used in tabulating Ballots.

- i. A Ballot or Master Ballot that is properly completed, executed, and timely returned to the Balloting Agent, but does not indicate an acceptance or rejection of the Plan, or that indicates both an acceptance and rejection of the Plan, or allocates portions of the claim in such manner, shall not be counted.
- ii. The Balloting Agent shall have the discretion to, but shall not be obligated to, contact voters to cure any defects in the Ballots or Master Ballots.
- iii. Any voter that delivers a valid Ballot or Master Ballot may withdraw his, her, or its vote by delivering a written notice of withdrawal to the Balloting Agent before the Voting and Release Opt-In Deadline. To be valid, the notice of withdrawal must (a) be signed by the person who signed the Ballot or Master Ballot to be revoked and (b) be received by the Balloting Agent on or before the Voting and Release Opt-In Deadline. The Plan Proponents reserve the right to contest any withdrawals.
- iv. If two or more Ballots are received for the same holder on the same Claim, but are submitted by a different attorney or agent, the holder's vote will be counted only

once if the votes on each Ballot are consistent. If the votes are not consistent, none of the Ballots will be counted.

- v. If multiple Ballots are received from different holders purporting to hold the same Claim, in the absence of contrary information establishing which claimant holds such Claim as of the Voting and Release Opt-In Deadline, the latest-dated and otherwise valid Ballot that is received by the Voting and Release Opt-In Deadline will be the Ballot that is counted.
- vi. If multiple Ballots are received from the holder of a Claim and someone purporting to be his, her, or its attorney or agent, the Ballot received from the holder of the Claim will be the Ballot that is counted, and the vote of the purported attorney or agent will not be counted.
- vii. There shall be a rebuttable presumption that any claimant who submits a properly completed superseding Ballot or withdrawal of a Ballot on or before the Voting and Release Opt-In Deadline has sufficient cause, within the meaning of Bankruptcy Rule 3018(a), to change or withdraw such claimant's acceptance or rejection of the Plan.
- viii. If multiple Ballots are received from a holder of a Claim for the same Claim, the latest-dated and otherwise valid Ballot that is received by the Voting and Release Opt-In Deadline shall be the Ballot that is counted as a vote on the Plan.

EXHIBIT 2A

Form of Ballot
Class 3 (General Unsecured Claims)

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

In re: :
 :
 : Chapter 11
HOPEMAN BROTHERS, INC., :
 :
 : Case No. 24-32428 (KLP)
Debtor. :
 :

BALLOT TO ACCEPT OR REJECT HOPEMAN’S PLAN

Class 3 (General Unsecured Claims)

Please read and follow the enclosed instructions carefully before completing this Ballot.

To be counted, the Balloting Agent must *actually receive* your returned and completed Ballot by [●], 2025, at 4:00 pm (prevailing Eastern Time) (the “Voting and Release Opt-In Deadline”).

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

This ballot (the “Ballot”) is provided to you to solicit your vote to accept or reject the *Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as may be amended from time to time, the “Plan”) for Hopeman Brothers, Inc. (“Hopeman”).¹ The Plan is jointly proposed by Hopeman and the Official Committee of Unsecured Creditors (the “Committee,” and together with Hopeman, the “Plan Proponents”). The Bankruptcy Court for the Eastern District of Virginia (the “Bankruptcy Court”) has conditionally approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by order entered on [●], 2025 (the “Solicitation Procedures Order”). Bankruptcy Court’s conditional approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court.

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

The Plan provides for the issuance of the Asbestos Permanent Channeling Injunction pursuant to sections 105(a) and 524(g) of the Bankruptcy Code. For a description of the causes of action to be enjoined and the identities of the entities that would be subject to the

¹ Capitalized terms used in this Ballot or the attached instructions that are not defined herein have the meanings given to them in the Plan.

injunction, see section VIII.H of the Disclosure Statement and Article X of the Plan. Article X of the Plan also proposes certain releases and exculpations, pursuant to which certain parties are released from liability or exculpated for a variety of claims.

Your rights are described in the Disclosure Statement, which was included in the package (the "Solicitation Package") you are receiving with this Ballot (as well as the Plan, Disclosure Statement Order, and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them (a) at no charge from Kurtzman Carson Consultants LLC d/b/a Verita Global (the "Balloting Agent") by: (i) accessing Hopeman's restructuring website at <https://www.veritaglobal.net/hopeman>; (ii) writing to Hopeman Ballot Processing Center c/o Kurtzman Carson Consultants LLC d/b/a Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, California 90245; (iii) calling (877) 709-4752 (toll free) or +1 (424) 236-7232 (international); or (iv) submitting an inquiry at <https://www.veritaglobal.net/hopeman/inquiry>; or (b) for a fee via PACER on the Bankruptcy Court's website at www.vaeb.uscourts.gov.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claim has been placed in Class 3 (General Unsecured Claims) under the Plan. If you hold claims in more than one class, you will receive a ballot for each class in which you are entitled to vote.

If your ballot is not received by the Balloting Agent on or before 4:00 p.m., prevailing Eastern Time, on [●], 2025 and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

ACCEPTANCE OR REJECTION OF THE PLAN

Item 1. Principal Amount of Claim. The undersigned, the holder of a Claim in Class 3 (General Unsecured Claims) against Hopeman in the unpaid amount of \$ _____,

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

THE PLAN PROPONENTS RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

The undersigned holder of a Class 3 Claim votes (check one box only):

- ACCEPTS THE PLAN REJECTS THE PLAN

Item 3. Optional Release Election. Check this box if you elect to opt-in to the release contained in section 10.6 of the Plan. Opting-in to the releases contained in section 10.6 of the Plan is at your option. If you opt-in to granting the releases in section 10.6 of the Plan you shall be deemed to have consented to the releases contained in section 10.6 of the Plan and to unconditionally, irrevocably, and forever release and discharge the Released Parties from any and all Causes of

Action. You are permitted to give and receive certain mutual releases under the Plan if you opt-in to doing so. If you do not elect to opt-in to the releases set forth in section 10.6 of the Plan, you will forego the benefit of obtaining the mutual releases set forth in section 10.6 of the Plan.

The undersigned elects to OPT-IN to the releases contained in section 10.6 of the Plan.

PLAN EXCULPATION, INJUNCTION, AND RELEASE PROVISIONS

The Disclosure Statement and the Plan must be referenced for a complete description of the exculpation, injunction, and release provisions included directly below.

Defined Terms

“**Asbestos Insurance Policy**” means the insurance policies identified on Exhibit H of the Plan and any other insurance policy of Hopeman, whether known or unknown, that provides or potentially provides coverage for any Channeled Asbestos Claim.

“**Asbestos Insurance Settlement**” means (a) the Certain Settling Insurers Agreement; (b), with the exception of the Certain Settling Insurers Agreement, each agreement that, prior to the Effective Date, has been entered into by an Asbestos Insurer and Hopeman with consent of the Committee and approved by Final Order of the Bankruptcy Court; or (c) any agreement that satisfies the requirements of clauses (a) through (c) of Section 8.17 of the Plan.

“**Asbestos Insurer**” means any Entity, including any insurance company, broker, or guaranty association, that has issued, or that has any actual or potential liabilities, duties or obligations under or with respect to any Asbestos Insurance Policy.

“**Certain Settling Insurers Agreement**” means the Settlement Agreement and Release, dated as of July 10, 2024, by and among Hopeman, Continental Casualty Company, Fidelity & Casualty Company, Lexington Insurance Company, Granite State Insurance Company, the Insurance Company of the State of Pennsylvania, National Union fire Insurance Company of Pittsburgh, PA, and General Reinsurance Corporation.

“**Committee**” means the Official Committee of Unsecured Creditors appointed by the Office of the United States Trustee for Region 4 in this Chapter 11 Case on July 22, 2024.

“**Entity**” means any Person or organization created by law, including, without limitation, any individual, company, corporation, limited liability company, partnership, association, joint stock company, joint venture, estate, trust, unincorporated organization, or government or any political subdivision thereof.

“**Exculpated Parties**” means, collectively, (a) Hopeman, (b) the Committee, solely in its capacity as such, (c) the Future Claimants’ Representative, solely in her capacity as such, and (d) Professionals of any of the foregoing Entities, solely in their capacity as such. An Entity shall be an “Exculpated Party” only to the extent that it is a fiduciary that has performed duties in connection with the Chapter 11 Case.

“**Hopeman**” means (a) Hopeman Brothers, Inc., a Virginia corporation, and its predecessors; and (b) the debtor and Debtor in Possession in the Chapter 11 Case.

“**Person**” means person as defined in section 101(41) of the Bankruptcy Code.

“**Protected Party**” means each of the following:

- (a) Hopeman or Reorganized Hopeman;
- (b) current and former directors, officers, or employees of Hopeman, or any past or present Affiliate of Hopeman, solely in their respective capacities as such; or
- (c) any Settled Asbestos Insurer, solely in its capacity as such.

“**Released Party**” means current and former directors, officers, or employees of Hopeman, or any past or present Affiliate of Hopeman, except Wayne, solely in their respective capacities as such.

“**Releasing Party**” means collectively: (a) all holders of Asbestos Claims and (b) all holders of Non-Asbestos Claims or Equity Interests who affirmatively opt in to the releases provided by the Plan by checking the box on the applicable form indicating that they opt in to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order.

“**Representative**” means, with respect to any specified Entity, any current or former officer, director, employee, agent, attorney, accountant, financial advisor, expert, consultant, or other representative of any specified Entity.

“**Settled Asbestos Insurer**” means any Asbestos Insurer that is a party to an Asbestos Insurance Settlement.

Section 10.2 Hopeman Discharge Injunction

Except as specifically provided in the Plan (including Section 8.12, Section 8.13, Section 8.15, and Section 8.16 of the Plan), any of the other Plan Documents, or the Confirmation Order, all Entities who have held, hold, or may hold Claims (including, to the fullest extent permitted by law, Asbestos Claims and Demands) against Hopeman are permanently enjoined, on and after the Effective Date, from: (a) commencing or continuing in any manner any action or other proceeding of any kind against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand, other than to enforce any right to a Distribution pursuant to the Plan or any other right provided under the Plan; (b) enforcing, attaching, collecting, or recovering by any manner or means of any judgment, award, decree, or order against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand; (c) creating, perfecting, or enforcing any Encumbrance of any kind against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due to Hopeman or against the property or interests in property of Hopeman, with respect to such Claim or Demand; and/or (e) commencing or continuing any action, in any manner, against Hopeman, Reorganized Hopeman, or their respective property that does not comply with or is inconsistent with the provisions of the

Plan or the Confirmation Order. The foregoing injunction shall extend to the successors of Hopeman (including, without limitation, Reorganized Hopeman) and their respective properties and interests in property. The discharge provided in this provision shall void any judgment obtained against Hopeman at any time, to the extent that such judgment relates to a discharged Claim or Demand.

Section 10.3 Asbestos Permanent Channeling Injunction

Pursuant to sections 105(a) and 524(g) of the Bankruptcy Code, and except as otherwise provided in the Plan (including Article VIII of the Plan), any of the other Plan Documents, and the Confirmation Order, the Confirmation Order shall provide for the issuance of the following injunction to take effect upon the occurrence of the Effective Date:

(a) **Scope of Injunction.** All Entities that have held or asserted, or hold or assert, or may hold or assert in the future any Channeled Asbestos Claim shall be permanently stayed, restrained, and enjoined from taking any action for the purpose of directly, indirectly, or derivatively collecting, recovering, or receiving payment, satisfaction, or recovery on account of any such Channeled Asbestos Claim, including:

(i) commencing, conducting, or continuing in any manner, directly, indirectly, or derivatively, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum against or affecting any Protected Party or any property or interest in property of any Protected Party;

(ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Protected Party or any property or interest in property of any Protected Party;

(iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any Encumbrance against any Protected Party or any property or interest in property of any Protected Party;

(iv) setting off, seeking reimbursement of, contribution from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability owed to any Protected Party or any property or interest in property of any Protected Party; and

(v) proceeding in any manner and in any place with regard to any matter that is within the scope of the matters designated by the Plan to be subject to resolution by the Asbestos Trust, except in conformity and compliance with the Asbestos Trust Agreement and the Asbestos Trust Distribution Procedures.

(b) **Reservations.** Notwithstanding anything to the contrary above, this Asbestos Permanent Channeling Injunction shall not stay, restrain, bar, or enjoin:

(i) the rights of Entities to the treatment accorded them under Article IV of the Plan, as applicable, including the rights of Channeled Asbestos Claimants to have their

Channeled Asbestos Claims resolved in accordance with the Asbestos Trust Distribution Procedures;

- (ii) the rights of Entities to assert any Channeled Asbestos Claim against the Asbestos Trust in accordance with the Asbestos Trust Distribution Procedures, or any claim for payment of an Asbestos Trust Expense against the Asbestos Trust;
- (iii) the rights of Channeled Asbestos Claimants to assert any and all claims or causes of action against any Entities that are not Protected Parties;
- (iv) the rights of the Asbestos Trust or, if applicable, Reorganized Hopeman to prosecute a claim or cause of action based on, arising from, or attributable to any of the Asbestos Trust Assets against any Entity that is not a Protected Party;
- (v) any action or suit against Reorganized Hopeman (or, if deemed an indispensable party, the Asbestos Trust) or Wayne that strictly conforms to the requirements of Section 8.12 of the Plan;
- (vi) any action, suit, or Claimant Action permitted or authorized under Section 8.13 of the Plan against any Non-Settling Asbestos Insurer; or
- (vii) any claim, crossclaim, or third-party demand in a court of competent jurisdiction (including in any state court lawsuits) against Reorganized Hopeman (or, if deemed an indispensable party, the Asbestos Trust) or Wayne, or any direct action against any Non-Settling Asbestos Insurer of Hopeman or Wayne, in each case that strictly conforms to the requirements of Section 8.15 of the Plan.

Section 10.4 Exculpation

From and after the Petition Date through the Effective Date, and with the exception of claims related to any act or omission that is determined in a Final Order to have constituted gross negligence, knowing and intentional fraud, or willful misconduct, none of the Exculpated Parties shall have or incur any liability to any Entity for any act or omission in connection with, related to, or arising out of: (a) the Chapter 11 Case; (b) negotiation, formulation and preparation of the Plan and the other Plan Documents, and any of the terms and/or settlements and compromises reflected in the Plan and the other Plan Documents; (c) pursuit of confirmation of the Plan; (d) consummation of the Plan, or administration of the Plan or the property to be distributed under the Plan or the Asbestos Trust Distribution Procedures; or (e) the releases and injunctions contained in the Plan. Without limiting the generality of the foregoing, the Exculpated Parties shall be entitled to and granted the protections and benefits of section 1125(e) of the Bankruptcy Code.

Section 10.6 Mutual Releases by Releasing Parties in Addition to Protections Under the Asbestos Permanent Channeling Injunction

Except as provided in Section 8.13(c) and Section 8.15 of the Plan and in addition to the protections afforded to the Released Parties as Protected Parties under the Asbestos Permanent Channeling Injunction, and in consideration for the obligations of Hopeman and Reorganized

Hopeman under the Plan, each Releasing Party and the Asbestos Trust shall waive and release any and all Causes of Action that such holder did commence or could have commenced against any such Released Party that is based upon, attributable to, or arising from any acts or omissions of Released Party occurring prior to the Effective Date in any way attributable to Hopeman, Reorganized Hopeman, the Chapter 11 Case, or the Plan; provided, however, that, notwithstanding the foregoing, no release of the Released Parties shall diminish, reduce, or eliminate the duties of any Asbestos Insurer under any Asbestos Insurance Policy or any Asbestos CIP Agreement.

In exchange for holders of Non-Asbestos Claims or Equity Interests opting in to grant the release provided in this section 10.6 of the Plan, each Released Party shall waive and release any and all Causes of Action that such Released Party did commence or could have commenced against any such holders of Non-Asbestos Claims or Equity Interests that opted-in that is based upon, attributable to, or arising from any acts or omissions of Releasing Parties occurring prior to the Effective Date in any way attributable to Hopeman, Reorganized Hopeman, the Chapter 11 Case, or the Plan; provided, however, that, notwithstanding the foregoing, no Released Party is waiving or releasing any rights or claims under any insurance policies that provide any type of coverage to such Released Party.

Section 10.8 No Actions on Account of Released Claims

Except as provided in the Plan, as of the Effective Date, all Releasing Parties that have held, currently hold or may hold any claims, commitments, obligations, suits, judgments, damages, demands, debts, Causes of Action or liabilities that are released pursuant to the Plan shall be permanently enjoined from taking any of the following against a Released Party, or any of its property, on account of such released claims, commitments, obligations, suits, judgments, damages, demands, debts, Causes of Action or liabilities: (i) commencing or continuing in any manner any action or other proceeding; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting or enforcing any Encumbrance; (iv) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability, or obligation due to any Released Party; and (v) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan.

Item 4. Acknowledgments. By signing this Ballot, the holder (or authorized signatory of such holder) acknowledges receipt of the Plan, the Disclosure Statement, and the other applicable solicitation materials, and certifies that:

- i. the undersigned has the power and authority to vote to accept or reject the Plan;
- ii. the undersigned has received the documents included in the Solicitation Package;
- iii. on information and belief, the undersigned holds a General Unsecured Claim (as defined in the Plan) against Hopeman or is an agent authorized to submit the Ballot on behalf of such holder;

- iv. no other Ballot with respect to the Claim identified herein has been cast or, if any other Ballots have been cast with respect to such Claim, then any such earlier received Ballots are hereby revoked;
- v. all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned, shall be binding on the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned, and shall not be affected by, and shall survive, the death or incapacity of the undersigned; and
- vi. the undersigned understands that an otherwise properly completed, executed, and timely returned Ballot failing to indicate either acceptance or rejection of the Plan, or indicating both acceptance and rejection of the Plan, will not be counted.

Dated: _____

Print or type name: _____

Signature: _____

Title: (if corporation, limited liability company or partnership)

Address: _____

Phone No: _____

Email: _____

Tax Payer Identification No.: _____

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

**Hopeman Ballot Processing Center
c/o Kurtzman Carson Consultants LLC d/b/a Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245**

If you would like to coordinate hand delivery of your Ballot, please submit your request by visiting Hopeman's restructuring website at:
<https://www.veritaglobal.net/hopeman/inquiry> and provide the anticipated date and time of your delivery.

OR

Submit your Ballot via the Balloting Agent's online portal at <https://www.veritaglobal.com/hopeman>. Click on the "E-Ballot" section of the website and follow the instructions to submit your Ballot.

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

Unique E-Ballot ID# and PIN: _____

The Balloting Agent's online portal is the sole manner in which Class 3 Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

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

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

IF THE BALLOTING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE 1 ● 2025, AT 4:00 P.M., (PREVAILING EASTERN TIME), AND IF THE VOTING AND RELEASE OPT-IN DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE PLAN PROPONENT'S DISCRETION.

EXHIBIT 2B

Form of Individual Ballot
Class 4 (Asbestos Claims)

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

In re: : Chapter 11
HOPEMAN BROTHERS, INC., : Case No. 24-32428 (KLP)
Debtor. :
_____ :

BALLOT TO ACCEPT OR REJECT HOPEMAN’S PLAN

Class 4 (Channeled Asbestos Claims)

Please read and follow the enclosed instructions carefully before completing this Ballot.

To be counted, the Balloting Agent must *actually receive* your returned and completed Ballot by [●], 2025, at 4:00 pm (prevailing Eastern Time) (the “Voting and Release Opt-In Deadline”).

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

This ballot (the “Ballot”) is provided to you to solicit your vote to accept or reject the *Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as may be amended from time to time, the “Plan”) for Hopeman Brothers, Inc. (the “Debtor”).¹ The Plan is jointly proposed by Hopeman and the Official Committee of Unsecured Creditors (the “Committee”, and together with Hopeman, the “Plan Proponents”). The Bankruptcy Court for the Eastern District of Virginia (the “Bankruptcy Court”) has conditionally approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by order entered on [●], 2025 (the “Solicitation Procedures Order”). Bankruptcy Court’s conditional approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court

Please use this Ballot to cast your vote to accept or reject the Plan if you are, as of [●], 2024 (the “Voting Record Date”), a holder of an Asbestos Claim (a “Holder”) against Hopeman.

The Plan provides for the issuance of the Asbestos Permanent Channeling Injunction pursuant to sections 105(a) and 524(g) of the Bankruptcy Code. For a description of the causes of action to be enjoined and the identities of the entities that would be subject to the injunction, see section VIII.H of the Disclosure Statement and Article X of the Plan. Article

¹ Capitalized terms used in this Ballot or the attached instructions that are not defined herein have the meanings given to them in the Plan.

X of the Plan also proposes certain releases and exculpations, pursuant to which certain parties are released from liability or exculpated for a variety of claims.

Your rights are described in the Disclosure Statement, which was included in the package (the "Solicitation Package") you are receiving with this Ballot (as well as the Plan, Disclosure Statement Order, and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them (a) at no charge from Kurtzman Carson Consultants LLC d/b/a Verita Global (the "Balloting Agent") by: (i) accessing Hopeman's restructuring website at <https://www.veritaglobal.net/hopeman>; (ii) writing to Hopeman Ballot Processing Center c/o Kurtzman Carson Consultants LLC d/b/a Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (iii) calling (877) 709-4752 (toll free) or +1 (424) 236-7232 (international); or (iv) or submitting an inquiry through Hopeman's restructuring website at <https://www.veritaglobal.net/hopeman/inquiry>; or (b) for a fee via PACER on the Bankruptcy Court's website at www.vaeb.uscourts.gov.

Please note that the Balloting Agent cannot provide legal advice or direct you to either accept (vote in favor of) or reject (vote against) the Plan. IF AN ADDITIONAL BALLOT IS NEEDED, PLEASE DO NOT PHOTOCOPY THIS BALLOT, BUT RATHER, REQUEST AN ADDITIONAL BALLOT FROM THE BALLOTING AGENT.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claim has been placed in Class 4 (Channeled Asbestos Claims) under the Plan. If you hold claims in more than one class, you will receive a ballot for each class in which you are entitled to vote.

If your ballot is not received by the Balloting Agent on or before 4:00 p.m., prevailing Eastern Time, on [●], 2025 and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

Each voting holder of an Asbestos Claim shall be deemed to have a single vote in the amount of \$1.00, which amount is solely for voting purposes and does not constitute an allowance or liquidation of such Asbestos Claim for purposes of distribution from the Asbestos Trust.

HOPEMAN BROTHERS, INC. INDIVIDUAL BALLOT FOR VOTING ON THE PLAN OF REORGANIZATION OF HOPEMAN BROTHERS, INC. UNDER CHAPTER 11 OF THE BANKRUPTCY CODE FOR CLASS 4 (CHANNELED ASBESTOS CLAIMS)	
<p>Read instructions accompanying this Ballot before completing. Print clearly.</p> <p>ITEM 1 – Plan Vote. Please mark one box below.</p> <p>The undersigned, a holder of an Asbestos Claim or his or her authorized agent:</p> <p><input type="checkbox"/> ACCEPTS / VOTES IN FAVOR OF the Plan</p> <p><input type="checkbox"/> REJECTS / VOTES AGAINST the Plan</p> <p>Your vote will be counted in accordance with the Plan and Solicitation Procedures for Class 4 (Channeled Asbestos Claims).</p> <p>ITEM 2 – Claimant’s Name or Address Corrections, if any (Print Clearly):</p> <p>_____</p> <p>(Name) (Address 1)</p> <p>_____</p> <p>(Address 2)</p> <p>_____</p> <p>(City) (State) (Zip)</p> <p>ITEM 3 – Last Four Digits of Injured Party’s Social Security Number - _ _ _ _</p>	<p>ITEM 4 – Claimant’s Telephone Number</p> <p>(_ _) _ _ _ - _ _ _ _</p> <p>Do not include medical information with this ballot.</p> <p>By signing this Ballot, you certify that:</p> <p>I have the power and authority to vote to accept or reject the Plan.</p> <p>I have received a copy of the Disclosure Statement (with the Plan attached as an exhibit), this Individual Ballot, and the Combined Hearing Notice.</p> <p>Upon information and belief, I am a holder of an Asbestos Claim (as defined in the Plan) or an agent authorized to submit this Ballot on behalf of such holder.</p> <p>I understand that an otherwise properly completed, executed, and timely returned Ballot failing to indicate either acceptance or rejection of the Plan, or indicating both acceptance and rejection of the Plan, will not be counted.</p> <p>ITEM 5 – Signature/Authorization</p> <p>_____</p> <p>Signature of Claimant or Authorized Agent</p> <p>_____</p> <p>Print Name of Signatory</p> <p>_____</p> <p>If by Authorized Agent, Print Title of Agent</p> <p>_____</p> <p>Date</p> <p>Each voting holder of an Asbestos Claim shall be deemed to have a single vote in the amount of \$1.00, which amount is solely for voting purposes and does not constitute an allowance or liquidation of such Asbestos Claim for purposes of distribution from the Asbestos Trust.</p>

PLAN EXCULPATION, INJUNCTION, AND RELEASE PROVISIONS

The Disclosure Statement and the Plan must be referenced for a complete description of the exculpation, injunction, and release provisions included directly below.

Defined Terms

“**Asbestos Insurance Policy**” means the insurance policies identified on Exhibit H of the Plan and any other insurance policy of Hopeman, whether known or unknown, that provides or potentially provides coverage for any Channeled Asbestos Claim.

“**Asbestos Insurance Settlement**” means (a) the Certain Settling Insurers Agreement; (b), with the exception of the Certain Settling Insurers Agreement, each agreement that, prior to the Effective Date, has been entered into by an Asbestos Insurer and Hopeman with consent of the Committee and approved by Final Order of the Bankruptcy Court; or (c) any agreement that satisfies the requirements of clauses (a) through (c) of Section 8.17 of the Plan.

“**Asbestos Insurer**” means any Entity, including any insurance company, broker, or guaranty association, that has issued, or that has any actual or potential liabilities, duties or obligations under or with respect to any Asbestos Insurance Policy.

“**Certain Settling Insurers Agreement**” means the Settlement Agreement and Release, dated as of July 10, 2024 by and among Hopeman, Continental Casualty Company, Fidelity & Casualty Company, Lexington Insurance Company, Granite State Insurance Company, the Insurance Company of the State of Pennsylvania, National Union fire Insurance Company of Pittsburgh, PA, and General Reinsurance Corporation.

“**Committee**” means the Official Committee of Unsecured Creditors appointed by the Office of the United States Trustee for the Eastern District of Virginia in this Chapter 11 Case on July 22, 2024.

“**Entity**” means any Person or organization created by law, including, without limitation, any individual, company, corporation, limited liability company, partnership, association, joint stock company, joint venture, estate, trust, unincorporated organization, or government or any political subdivision thereof.

“**Exculpated Parties**” means, collectively, (a) Hopeman, (b) the Committee, solely in its capacity as such, (c) the Future Claimants’ Representative, solely in her capacity as such, and (d) Professionals of any of the foregoing Entities, solely in their capacity as such. An Entity shall be an “Exculpated Party” only to the extent that it is a fiduciary that has performed duties in connection with the Chapter 11 Case.

“**Hopeman**” means (a) Hopeman Brothers, Inc., a Virginia corporation, and its predecessors; and (b) the debtor and Debtor in Possession in the Chapter 11 Case.

“**Person**” means person as defined in section 101(41) of the Bankruptcy Code.

“Protected Party” means each of the following:

- (a) Hopeman or Reorganized Hopeman;
- (b) current and former directors, officers, or employees of Hopeman, or any past or present Affiliate of Hopeman, solely in their respective capacities as such; or
- (c) any Settled Asbestos Insurer, solely in its capacity as such.

“Released Party” means current and former directors, officers, or employees of Hopeman, or any past or present Affiliate of Hopeman, except Wayne, solely in their respective capacities as such.

“Releasing Party” means collectively: (a) all holders of Asbestos Claims and (b) all holders of Non-Asbestos Claims or Equity Interests who affirmatively opt in to the releases provided by the Plan by checking the box on the applicable form indicating that they opt in to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order.

“Representative” means, with respect to any specified Entity, any current or former officer, director, employee, agent, attorney, accountant, financial advisor, expert, consultant, or other representative of any specified Entity.

“Settled Asbestos Insurer” means any Asbestos Insurer that is a party to an Asbestos Insurance Settlement.

Section 10.2 Hopeman Discharge Injunction

Except as specifically provided in the Plan (including Section 8.12, Section 8.13, Section 8.15, and Section 8.16 of the Plan), any of the other Plan Documents, or the Confirmation Order, all Entities who have held, hold, or may hold Claims (including, to the fullest extent permitted by law, Asbestos Claims and Demands) against Hopeman are permanently enjoined, on and after the Effective Date, from: (a) commencing or continuing in any manner any action or other proceeding of any kind against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand, other than to enforce any right to a Distribution pursuant to the Plan or any other right provided under the Plan; (b) enforcing, attaching, collecting, or recovering by any manner or means of any judgment, award, decree, or order against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand; (c) creating, perfecting, or enforcing any Encumbrance of any kind against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due to Hopeman or against the property or interests in property of Hopeman, with respect to such Claim or Demand; and/or (e) commencing or continuing any action, in any manner, against Hopeman, Reorganized Hopeman, or their respective property that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order. The foregoing injunction shall extend to the successors of Hopeman (including, without limitation, Reorganized Hopeman) and their respective properties and interests in property. The discharge provided in this provision shall void any judgment

obtained against Hopeman at any time, to the extent that such judgment relates to a discharged Claim or Demand.

Section 10.3 Asbestos Permanent Channeling Injunction

Pursuant to sections 105(a) and 524(g) of the Bankruptcy Code, and except as otherwise provided in the Plan (including Article VIII of the Plan), any of the other Plan Documents, and the Confirmation Order, the Confirmation Order shall provide for the issuance of the following injunction to take effect upon the occurrence of the Effective Date:

(a) Scope of Injunction. All Entities that have held or asserted, or hold or assert, or may hold or assert in the future any Channeled Asbestos Claim shall be permanently stayed, restrained, and enjoined from taking any action for the purpose of directly, indirectly, or derivatively collecting, recovering, or receiving payment, satisfaction, or recovery on account of any such Channeled Asbestos Claim, including:

(i) commencing, conducting, or continuing in any manner, directly, indirectly, or derivatively, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum against or affecting any Protected Party or any property or interest in property of any Protected Party;

(ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Protected Party or any property or interest in property of any Protected Party;

(iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any Encumbrance against any Protected Party or any property or interest in property of any Protected Party;

(iv) setting off, seeking reimbursement of, contribution from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability owed to any Protected Party or any property or interest in property of any Protected Party; and

(v) proceeding in any manner and in any place with regard to any matter that is within the scope of the matters designated by the Plan to be subject to resolution by the Asbestos Trust, except in conformity and compliance with the Asbestos Trust Agreement and the Asbestos Trust Distribution Procedures.

(b) Reservations. Notwithstanding anything to the contrary above, this Asbestos Permanent Channeling Injunction shall not stay, restrain, bar, or enjoin:

(i) the rights of Entities to the treatment accorded them under Article IV of the Plan, as applicable, including the rights of Channeled Asbestos Claimants to have their Channeled Asbestos Claims resolved in accordance with the Asbestos Trust Distribution Procedures;

- (ii) the rights of Entities to assert any Channeled Asbestos Claim against the Asbestos Trust in accordance with the Asbestos Trust Distribution Procedures, or any claim for payment of an Asbestos Trust Expense against the Asbestos Trust;
- (iii) the rights of Channeled Asbestos Claimants to assert any and all claims or causes of action against any Entities that are not Protected Parties;
- (iv) the rights of the Asbestos Trust or, if applicable, Reorganized Hopeman to prosecute a claim or cause of action based on, arising from, or attributable to any of the Asbestos Trust Assets against any Entity that is not a Protected Party;
- (v) any action or suit against Reorganized Hopeman (or, if deemed an indispensable party, the Asbestos Trust) or Wayne that strictly conforms to the requirements of Section 8.12 of the Plan;
- (vi) any action, suit, or Claimant Action permitted or authorized under Section 8.13 of the Plan against any Non-Settling Asbestos Insurer; or
- (vii) any claim, crossclaim, or third-party demand in a court of competent jurisdiction (including in any state court lawsuits) against Reorganized Hopeman (or, if deemed an indispensable party, the Asbestos Trust) or Wayne, or any direct action against any Non-Settling Asbestos Insurer of Hopeman or Wayne, in each case that strictly conforms to the requirements of Section 8.15 of the Plan.

Section 10.4 Exculpation

From and after the Petition Date through the Effective Date, and with the exception of claims related to any act or omission that is determined in a Final Order to have constituted gross negligence, knowing and intentional fraud, or willful misconduct, none of the Exculpated Parties shall have or incur any liability to any Entity for any act or omission in connection with, related to, or arising out of: (a) the Chapter 11 Case; (b) negotiation, formulation and preparation of the Plan and the other Plan Documents, and any of the terms and/or settlements and compromises reflected in the Plan and the other Plan Documents; (c) pursuit of confirmation of the Plan; (d) consummation of the Plan, or administration of the Plan or the property to be distributed under the Plan or the Asbestos Trust Distribution Procedures; or (e) the releases and injunctions contained in the Plan. Without limiting the generality of the foregoing, the Exculpated Parties shall be entitled to and granted the protections and benefits of section 1125(e) of the Bankruptcy Code.

Section 10.6 Mutual Releases by Releasing Parties in Addition to Protections Under the Asbestos Permanent Channeling Injunction

Except as provided in Section 8.13(c) and Section 8.15 of the Plan and in addition to the protections afforded to the Released Parties as Protected Parties under the Asbestos Permanent Channeling Injunction, and in consideration for the obligations of Hopeman and Reorganized Hopeman under the Plan, each Releasing Party and the Asbestos Trust shall waive and release any and all Causes of Action that such holder did commence or could have commenced against any such Released Party that is based upon, attributable to, or arising from any acts or omissions of Released Party occurring prior to the Effective Date in any way attributable to Hopeman,

Reorganized Hopeman, the Chapter 11 Case, or the Plan; provided, however, that, notwithstanding the foregoing, no release of the Released Parties shall diminish, reduce, or eliminate the duties of any Asbestos Insurer under any Asbestos Insurance Policy or any Asbestos CIP Agreement.

In exchange for holders of Non-Asbestos Claims or Equity Interests opting in to grant the release provided in this section 10.6 of the Plan, each Released Party shall waive and release any and all Causes of Action that such Released Party did commence or could have commenced against any such holders of Non-Asbestos Claims or Equity Interests that opted-in that is based upon, attributable to, or arising from any acts or omissions of Releasing Parties occurring prior to the Effective Date in any way attributable to Hopeman, Reorganized Hopeman, the Chapter 11 Case, or the Plan; provided, however, that, notwithstanding the foregoing, no Released Party is waiving or releasing any rights or claims under any insurance policies that provide any type of coverage to such Released Party.

Section 10.8 No Actions on Account of Released Claims

Except as provided in the Plan, as of the Effective Date, all Releasing Parties that have held, currently hold or may hold any claims, commitments, obligations, suits, judgments, damages, demands, debts, Causes of Action or liabilities that are released pursuant to the Plan shall be permanently enjoined from taking any of the following against a Released Party, or any of its property, on account of such released claims, commitments, obligations, suits, judgments, damages, demands, debts, Causes of Action or liabilities: (i) commencing or continuing in any manner any action or other proceeding; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting or enforcing any Encumbrance; (iv) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability, or obligation due to any Released Party; and (v) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan.

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

**Hopeman Ballot Processing Center
c/o Kurtzman Carson Consultants LLC d/b/a Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245**

If you would like to coordinate hand delivery of your Ballot, please submit your request by visiting Hopeman's restructuring website at: <https://www.veritaglobal.net/hopeman/inquiry> and provide the anticipated date and time of your delivery.

OR

Send your Ballot to the Balloting Agent's dedicated email address at hopemanballots@veritaglobal.com.

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

Holders of Claims who cast a Ballot via the Balloting Agent's dedicated email address should NOT also submit a paper Ballot.

IF THE BALLOTING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE 1 ● 2025, AT 4:00 P.M., (PREVAILING EASTERN TIME), AND IF THE VOTING AND RELEASE OPT-IN DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE PLAN PROPONENT'S DISCRETION.

VOTING INSTRUCTIONS FOR CLASS 4 (ASBESTOS CLAIMS)
INDIVIDUAL BALLOT

1. This Ballot is submitted to you in connection with the solicitation of votes of holders of Claims in Class 4 (Channeled Asbestos Claims) to accept (vote in favor of) or reject (vote against) the Plan. **Please read the Plan and Disclosure Statement carefully before completing this ballot. Digital copies of the Plan and Disclosure Statement can be found on the flash drive enclosed in the packet you received.** You may wish to seek legal advice concerning the Plan and the classification and treatment of your claim under the Plan.

2. **ITEM 1: Cast one vote to accept (vote in favor of) or reject (vote against) the Plan by checking the appropriate box.** If you submit a signed Ballot but fail to indicate whether you accept or reject the Plan or if you indicate that you accept and reject the Plan, your vote will not be counted as either an acceptance of the Plan or a rejection of the Plan.

3. **ITEM 2:** Print or type the name of the claimant and provide the claimant's current mailing address.

4. **ITEM 3:** Provide the last four digits of the injured person's Social Security number. If you do not so provide, the Ballot will not be counted.

5. **ITEM 4:** Provide the telephone number for the claimant.

6. **ITEM 5:** Item 6 of the Ballot requires you to provide certain certifications. By signing and returning a Ballot, the claimant/authorized agent certifies that the claimant, upon information and belief, holds an Asbestos Claim. If you are completing the Ballot on behalf of another person or entity, indicate your relationship to such person or entity and the capacity in which you are signing. Proof of such capacity is to be provided upon request.

7. **SIGN AND DATE THE BALLOT.** Unsigned documents will not be counted.

8. **RETURN ALL PAGES OF THE BALLOT IN THE PRE-ADDRESSED ENVELOPE.** Ballots transmitted by facsimile or other electronic means, will not be counted. Ballots delivered to the Bankruptcy Court, Hopeman, or any other person other than the Balloting Agent will not be counted.

9. To have your vote counted, the Ballot must be completed, signed, dated, and returned so that it is ***actually received*** not later than **4:00 p.m. (prevailing Eastern Time), on [●], 2025** (the "Voting and Release Opt-In Deadline"), unless such time is extended by the Plan Proponents, as set forth in the Ballot.

10. This Ballot will not constitute or be deemed a Proof of Claim or Equity Interest, an assertion of a Claim or an Equity Interest, the Allowance of a Claim or an Equity Interest, or the acceptance or liquidation of any Asbestos Claim for purposes of distribution from the Asbestos Trust. None of the information set forth in this Ballot shall constitute an admission by Hopeman as to the extent, validity, or priority of the Claim voted herein, nor shall anything contained herein be binding upon Hopeman or the claimant in any subsequent claims resolution process or other proceeding.

11. If you are an individual and intend for your attorney to vote your Claim, you must return the completed Ballot to your attorney or arrange for your attorney to vote on your behalf well in advance of the Voting and Release Opt-In Deadline, so that your vote may be included on a Master Ballot before the Voting and Release Opt-In Deadline.

12. The Ballot may not be used for any purpose other than to transmit a vote on the Plan.

13. **You must vote the full amount of your Class 4 Asbestos Claim either to accept/vote in favor of or to reject/vote against the Plan and may not split your vote.** The vote of any holder of an Asbestos Claim who attempts partially to reject (vote against) and partially to accept (vote in favor of) the Plan shall not be counted.

14. If you submit more than one Ballot voting the same Asbestos Claim prior to the Voting and Release Opt-In Deadline, then only the last dated timely-filed Ballot shall be counted.

15. The Balloting Agent is authorized in its sole and absolute discretion, but is not obligated, to contact you to cure any defects in the Ballot.

16. This Ballot is for individual holders of Asbestos Claims only. If you believe that you have received the wrong Ballot, please contact the Balloting Agent immediately.

17. The Plan will be found to have been accepted by Class 4 if it is accepted by more than seventy-five percent (75%) of holders of Asbestos Claims in Class 4 voting on the Plan. If an order confirming the Plan is issued by the Bankruptcy Court (or the District Court, as applicable), all holders of Equity Interests in, and any and all holders of Claims against, Hopeman (including those who reject the Plan, abstain from voting on the Plan, or are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

18. **To be counted, it is imperative that you sign and date your Ballot and that you provide the last four digits of the injured party's Social Security number. A Ballot that does not contain this required information will not be counted.**

19. **Do not include medical records with this Ballot. Medical records cannot be returned by the Balloting Agent.**

20. **If you have any questions regarding this Ballot, or if you did not receive a return envelope with your Ballot, or if you did not receive a copy of the Plan or Disclosure Statement, or if you believe you have received the wrong Ballot, or if you need additional copies of this Ballot or other enclosed materials, please contact the Balloting Agent at (877) 709-4752 (toll free) or +1 (424) 236-7232 (international) or send an inquiry to: <https://www.veritaglobal.net/hopeman/inquiry>.**

**To be counted, this Ballot must be actually received by the Balloting Agent by
4:00 p.m. (prevailing eastern time) on or before [●], 2025**

EXHIBIT 2C

Form of Master Ballot
Class 4 (Channeled Asbestos Claims)

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

In re: : Chapter 11
HOPEMAN BROTHERS, INC., : Case No. 24-32428 (KLP)
Debtor. :
_____ :

MASTER BALLOT TO ACCEPT OR REJECT HOPEMAN’S PLAN

Class 4 (Asbestos Claims)

Please read and follow the enclosed instructions carefully before completing this Master Ballot.

To be counted, the Balloting Agent must *actually receive* your returned and completed Master Ballot by [●], 2025, at 4:00 pm (prevailing Eastern Time) (the “Voting and Release Opt-In Deadline”).

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

This master ballot (the “Master Ballot”) is provided to you in your capacity as counsel for one or more holders of Asbestos Claims (each, a “Holder”) to solicit their votes to accept or reject the *Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as may be amended from time to time, the “Plan”) for Hopeman Brothers, Inc. (“Hopeman”).¹ The Plan is jointly proposed by Hopeman and the Official Committee of Unsecured Creditors (the “Committee,” and together with Hopeman, the “Plan Proponents”). The Bankruptcy Court for the Eastern District of Virginia (the “Bankruptcy Court”) has conditionally approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by order entered on [●], 2025 (the “Solicitation Procedures Order”). Bankruptcy Court’s conditional approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court.

Please use this Master Ballot to cast votes on behalf of your clients to accept or reject the Plan if (a) your clients are, as of [●], 2025 (the “Voting Record Date”), holders of Asbestos Claims against Hopeman and (b) you are authorized under applicable law by each of the holders of

¹ Capitalized terms used in this Ballot or the attached instructions that are not defined herein have the meanings given to them in the Plan.

Asbestos Claims listed on the Master Ballot Exhibit for Class 4 (Channeled Asbestos Claims) attached to this Master Ballot (the “Master Ballot Exhibit”) to vote on behalf of such holders.

The Plan provides for the issuance of the Asbestos Permanent Channeling Injunction pursuant to sections 105(a) and 524(g) of the Bankruptcy Code. For a description of the causes of action to be enjoined and the identities of the entities that would be subject to the injunction, see section VIII.H of the Disclosure Statement and Article X of the Plan. Article X of the Plan also proposes certain releases and exculpations, pursuant to which certain parties are released from liability or exculpated for a variety of claims.

Your clients’ rights are described in the Disclosure Statement, which was included in the package (the “Solicitation Package”) you are receiving with this Master Ballot (as well as the Plan, Disclosure Statement Order, and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them (a) at no charge from Kurtzman Carson Consultants LLC dba Verita Global (the “Balloting Agent”) by: (i) accessing Hopeman’s restructuring website at <https://www.veritaglobal.net/hopeman>; (ii) writing to Hopeman Ballot Processing Center c/o Kurtzman Carson Consultants LLC d/b/a Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (iii) calling (877) 709-4752 (toll free) or +1 (424) 236-7232 (international); or (iv) send an inquiry to: <https://www.veritaglobal.net/hopeman/inquiry>; or (b) for a fee via PACER on the Bankruptcy Court’s website at www.vaeb.uscourts.gov.

This Master Ballot is to be used by counsel only for voting on behalf of individual Holders of Asbestos Claims in Class 4 (Channeled Asbestos Claims). The Plan provides different treatment for different Classes of Claims or Equity Interests. Asbestos Claims (as defined in the Plan) are included in Class 4 under the Plan. This treatment also is described in the Disclosure Statement. **If you have any questions on how to complete this Master Ballot properly, please refer to the attached instructions.**

If your Master Ballot is not received by the Balloting Agent on or before 4:00 p.m., prevailing Eastern Time, on [●], 2025, and such deadline is not extended, the votes registered on your Master Ballot will not count as either an acceptance or a rejection of the Plan. If the Plan is confirmed by the Bankruptcy Court, it will be binding on your clients whether or not you vote on their behalf.

With respect to any Holder of an Asbestos Claim you represent, if you: (i) are unable to certify that you have the authority to vote on the Plan on behalf of such Holder, or (ii) wish such Holder to cast his or her own Ballot on the Plan, you must furnish the Balloting Agent with a list setting forth the name and address for each such Holder within five (5) business days of receiving a copy of this Ballot; provided, that, if such list contains more than twenty (20) such holders, such information must be provided in electronic format by email or secure file transfer, preferably in Microsoft Excel format.

Master Ballots transmitted by facsimile or electronic means other than the Balloting Agent’s dedicated email address will not be counted. Master Ballots delivered to the Bankruptcy Court, Hopeman, or any other person other than the Balloting Agent will not be counted.

If an order confirming the Plan is issued by the Bankruptcy Court, all holders of Claims against, and Equity Interests in, Hopeman (including those who vote to reject the Plan, abstain from voting on the Plan, or are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

Instructions for completing the Master Ballot follow the Master Ballot. Please read the instructions, the Plan, and Disclosure Statement carefully before completing the Master Ballot.

If an additional Master Ballot is needed, please do not photocopy this Masters Ballot, but rather request an additional Master Ballot from the Balloting Agent.

Please complete the following:

ITEM 1. TABULATION OF VOTES WITH RESPECT TO THE PLAN.

Each Holder of an Asbestos Claim must vote his or her entire Claim either to accept (vote in favor of) or reject (vote against) the Plan. A Holder of an Asbestos Claim may not split his or her vote within a Class. Accordingly, the vote of any Holder of an Asbestos Claim who attempts to partially reject and partially accept the Plan shall not be counted. If the Master Ballot is signed and timely sent to the Balloting Agent but does not designate either acceptance or rejection of the Plan (or indicates both acceptance *and* rejection of the Plan) for any particular Claim, the Master Ballot will not be counted as a vote on the Plan solely with respect to that Claim. If you cast more than one Master Ballot and vote more than once on account of the same individual Asbestos Claim, the latest-dated Master Ballot received before the Voting and Release Opt-In Deadline will be deemed to reflect the Holder's intent and thus to supersede any prior Master Ballots with respect to such Holder.

The Balloting Agent is authorized in its sole and absolute discretion, but is not obligated, to contact you to cure any defects in the Master Ballot. Only those Master Ballots *actually received* by the Voting and Release Opt-In Deadline will be tabulated.

For claimants holding an Asbestos Claim in Class 4 (Channeled Asbestos Claims) please mark one of the boxes below:

- All Class 4 Asbestos Claims listed on the Master Ballot Exhibit **ACCEPT (VOTE IN FAVOR OF)** the Plan.
- All Class 4 Asbestos Claims listed on the Master Ballot Exhibit **REJECT (VOTE AGAINST)** the Plan.
- Some of the individuals listed on the Master Ballot Exhibit **ACCEPT (VOTE IN FAVOR OF)** the Plan while other individuals listed on the Master Ballot Exhibit **REJECT (VOTE AGAINST)** the Plan.

ITEM 2. SUMMARY OF VOTES. Please summarize the votes of the holders of Asbestos Claims for whom you are voting on the table below.

Number of Votes ACCEPTING/ VOTING IN FAVOR OF Plan	Number of Votes REJECTING/ VOTING AGAINST Plan

ITEM 3. EXHIBIT OF INDIVIDUAL HOLDERS OF ASBESTOS CLAIMS REPRESENTED BY COUNSEL. Please prepare and complete the Master Ballot Exhibit. The Master Ballot Exhibit shall be prepared as an electronic document in Microsoft Excel or similar format, consistent with the format attached hereto, and be transmitted to the Balloting Agent via email or secure file transfer. An electronic template of the Master Ballot Exhibit is available from the Balloting Agent upon request. The Master Ballot Exhibit must include the following information: (i) the name of the injured party (with first name, last name, middle initial, and suffix listed in separate columns); (ii) the last four digits of the injured party’s Social Security number, (iii) date of birth; (iv) date of death, if applicable, (v) whether each individual holder of an Asbestos Claim had an agreed upon prepetition settlement amount that, for whatever reason, was not paid by Hopeman as of the Petition Date; and (vi) whether each individual Holder of an Asbestos Claim votes to accept (votes in favor of) or reject (votes against) the Plan. Any vote on behalf of a Holder of an Asbestos Claim submitted without inclusion of the name and the last four digits of a valid Social Security number of the claimant (or the injured person, if different from the claimant) will not be counted.

ITEM 4. CERTIFICATION OF COUNSEL: REQUIRED CERTIFICATIONS REGARDING ASBESTOS CLAIMS. No vote for or against the Plan by or on behalf of a Holder of an Asbestos Claim shall be counted by the Balloting Agent unless the Master Ballot reflecting such vote is submitted to the Balloting Agent with written certifications, in the form contained on the Master Ballot. By signing this Master Ballot, the undersigned certifies that the following statements are true and correct:

- I have been provided with a copy of the Disclosure Statement (with the Plan attached as an exhibit), this Master Ballot, and the Combined Hearing Notice.
- I am authorized under applicable law by each of the holders of the Asbestos Claims listed on the Master Ballot Exhibit accompanying this Master Ballot to vote each of their Asbestos Claims to accept or reject the Plan, as indicated on the exhibit.
- Each holder identified on the exhibit attached hereto has, on information and belief, an Asbestos Claim (as defined in the Plan) against Hopeman.

- I acknowledge that an otherwise properly completed, executed, and timely returned Master Ballot failing to indicate either acceptance or rejection of the Plan for each holder listed on the Master Ballot Exhibit, or the same indicates both acceptance and rejection of the Plan, will not be counted.

Print or Type Name of Attorney Completing Ballot

Law Firm

Street Address

City, State and Zip Code

() ()

Telephone Number Facsimile Number

Email Address for Acknowledgement

SIGN AND DATE BELOW:

Please check if applicable:

Signature

Address correction

Date

Address not previously provided

PLAN EXCULPATION, INJUNCTION, AND RELEASE PROVISIONS

The Disclosure Statement and the Plan must be referenced for a complete description of the exculpation, injunction, and release provisions included directly below.

Defined Terms

“**Asbestos Insurance Policy**” means the insurance policies identified on Exhibit H of the Plan and any other insurance policy of Hopeman, whether known or unknown, that provides or potentially provides coverage for any Channeled Asbestos Claim.

“**Asbestos Insurance Settlement**” means (a) the Certain Settling Insurers Agreement; (b), with the exception of the Certain Settling Insurers Agreement, each agreement that, prior to the Effective Date, has been entered into by an Asbestos Insurer and Hopeman with consent of the Committee and approved by Final Order of the Bankruptcy Court; or (c) any agreement that satisfies the requirements of clauses (a) through (c) of Section 8.17 of the Plan.

“**Asbestos Insurer**” means any Entity, including any insurance company, broker, or guaranty association, that has issued, or that has any actual or potential liabilities, duties or obligations under or with respect to any Asbestos Insurance Policy.

“**Certain Settling Insurers Agreement**” means the Settlement Agreement and Release, dated as of July 10, 2024, by and among Hopeman, Continental Casualty Company, Fidelity & Casualty Company, Lexington Insurance Company, Granite State Insurance Company, the Insurance Company of the State of Pennsylvania, National Union fire Insurance Company of Pittsburgh, PA, and General Reinsurance Corporation.

“**Committee**” means the Official Committee of Unsecured Creditors appointed by the Office of the United States Trustee for the Eastern District of Virginia in this Chapter 11 Case on July 22, 2024.

“**Entity**” means any Person or organization created by law, including, without limitation, any individual, company, corporation, limited liability company, partnership, association, joint stock company, joint venture, estate, trust, unincorporated organization, or government or any political subdivision thereof.

“**Exculpated Parties**” means, collectively, (a) Hopeman, (b) the Committee, solely in its capacity as such, (c) the Future Claimants’ Representative, solely in her capacity as such, and (d) Professionals of any of the foregoing Entities, solely in their capacity as such. An Entity shall be an “Exculpated Party” only to the extent that it is a fiduciary that has performed duties in connection with the Chapter 11 Case.

“**Hopeman**” means (a) Hopeman Brothers, Inc., a Virginia corporation, and its predecessors; and (b) the debtor and Debtor in Possession in the Chapter 11 Case.

“**Person**” means person as defined in section 101(41) of the Bankruptcy Code.

“Protected Party” means each of the following:

1. Hopeman or Reorganized Hopeman;
2. current and former directors, officers, or employees of Hopeman, or any past or present Affiliate of Hopeman, solely in their respective capacities as such; or
3. any Settled Asbestos Insurer, solely in its capacity as such.

“Released Party” means current and former directors, officers, or employees of Hopeman, or any past or present Affiliate of Hopeman, except Wayne, solely in their respective capacities as such.

“Releasing Party” means collectively: (a) all holders of Asbestos Claims and (b) all holders of Non-Asbestos Claims or Equity Interests who affirmatively opt in to the releases provided by the Plan by checking the box on the applicable form indicating that they opt in to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order.

“Representative” means, with respect to any specified Entity, any current or former officer, director, employee, agent, attorney, accountant, financial advisor, expert, consultant, or other representative of any specified Entity.

“Settled Asbestos Insurer” means any Asbestos Insurer that is a party to an Asbestos Insurance Settlement.

Section 10.2 Hopeman Discharge Injunction

Except as specifically provided in the Plan (including Section 8.12, Section 8.13, Section 8.15, and Section 8.16 of the Plan), any of the other Plan Documents, or the Confirmation Order, all Entities who have held, hold, or may hold Claims (including, to the fullest extent permitted by law, Asbestos Claims and Demands) against Hopeman are permanently enjoined, on and after the Effective Date, from: (a) commencing or continuing in any manner any action or other proceeding of any kind against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand, other than to enforce any right to a Distribution pursuant to the Plan or any other right provided under the Plan; (b) enforcing, attaching, collecting, or recovering by any manner or means of any judgment, award, decree, or order against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand; (c) creating, perfecting, or enforcing any Encumbrance of any kind against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due to Hopeman or against the property or interests in property of Hopeman, with respect to such Claim or Demand; and/or (e) commencing or continuing any action, in any manner, against Hopeman, Reorganized Hopeman, or their respective property that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order. The foregoing injunction shall extend to the successors of Hopeman (including, without limitation, Reorganized Hopeman) and their respective properties and interests in property. The discharge provided in this provision shall void any judgment

obtained against Hopeman at any time, to the extent that such judgment relates to a discharged Claim or Demand.

Section 10.3 Asbestos Permanent Channeling Injunction

Pursuant to sections 105(a) and 524(g) of the Bankruptcy Code, and except as otherwise provided in the Plan (including Article VIII of the Plan), any of the other Plan Documents, and the Confirmation Order, the Confirmation Order shall provide for the issuance of the following injunction to take effect upon the occurrence of the Effective Date:

(a) Scope of Injunction. All Entities that have held or asserted, or hold or assert, or may hold or assert in the future any Channeled Asbestos Claim shall be permanently stayed, restrained, and enjoined from taking any action for the purpose of directly, indirectly, or derivatively collecting, recovering, or receiving payment, satisfaction, or recovery on account of any such Channeled Asbestos Claim, including:

(i) commencing, conducting, or continuing in any manner, directly, indirectly, or derivatively, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum against or affecting any Protected Party or any property or interest in property of any Protected Party;

(ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Protected Party or any property or interest in property of any Protected Party;

(iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any Encumbrance against any Protected Party or any property or interest in property of any Protected Party;

(iv) setting off, seeking reimbursement of, contribution from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability owed to any Protected Party or any property or interest in property of any Protected Party; and

(v) proceeding in any manner and in any place with regard to any matter that is within the scope of the matters designated by the Plan to be subject to resolution by the Asbestos Trust, except in conformity and compliance with the Asbestos Trust Agreement and the Asbestos Trust Distribution Procedures.

(b) Reservations. Notwithstanding anything to the contrary above, this Asbestos Permanent Channeling Injunction shall not stay, restrain, bar, or enjoin:

(i) the rights of Entities to the treatment accorded them under Article IV of the Plan, as applicable, including the rights of Channeled Asbestos Claimants to have their Channeled Asbestos Claims resolved in accordance with the Asbestos Trust Distribution Procedures;

- (ii) the rights of Entities to assert any Channeled Asbestos Claim against the Asbestos Trust in accordance with the Asbestos Trust Distribution Procedures, or any claim for payment of an Asbestos Trust Expense against the Asbestos Trust;
- (iii) the rights of Channeled Asbestos Claimants to assert any and all claims or causes of action against any Entities that are not Protected Parties;
- (iv) the rights of the Asbestos Trust or, if applicable, Reorganized Hopeman to prosecute a claim or cause of action based on, arising from, or attributable to any of the Asbestos Trust Assets against any Entity that is not a Protected Party;
- (v) any action or suit against Reorganized Hopeman (or, if deemed an indispensable party, the Asbestos Trust) or Wayne that strictly conforms to the requirements of Section 8.12 of the Plan;
- (vi) any action, suit, or Claimant Action permitted or authorized under Section 8.13 of the Plan against any Non-Settling Asbestos Insurer; or
- (vii) any claim, crossclaim, or third-party demand in a court of competent jurisdiction (including in any state court lawsuits) against Reorganized Hopeman (or, if deemed an indispensable party, the Asbestos Trust) or Wayne, or any direct action against any Non-Settling Asbestos Insurer of Hopeman or Wayne, in each case that strictly conforms to the requirements of Section 8.15 of the Plan.

Section 10.4 Exculpation

From and after the Petition Date through the Effective Date, and with the exception of claims related to any act or omission that is determined in a Final Order to have constituted gross negligence, knowing and intentional fraud, or willful misconduct, none of the Exculpated Parties shall have or incur any liability to any Entity for any act or omission in connection with, related to, or arising out of: (a) the Chapter 11 Case; (b) negotiation, formulation and preparation of the Plan and the other Plan Documents, and any of the terms and/or settlements and compromises reflected in the Plan and the other Plan Documents; (c) pursuit of confirmation of the Plan; (d) consummation of the Plan, or administration of the Plan or the property to be distributed under the Plan or the Asbestos Trust Distribution Procedures; or (e) the releases and injunctions contained in the Plan. Without limiting the generality of the foregoing, the Exculpated Parties shall be entitled to and granted the protections and benefits of section 1125(e) of the Bankruptcy Code.

Section 10.6 Mutual Releases by Releasing Parties in Addition to Protections Under the Asbestos Permanent Channeling Injunction

Except as provided in Section 8.13(c) and Section 8.15 of the Plan and in addition to the protections afforded to the Released Parties as Protected Parties under the Asbestos Permanent Channeling Injunction, and in consideration for the obligations of Hopeman and Reorganized Hopeman under the Plan, each Releasing Party and the Asbestos Trust shall waive and release any and all Causes of Action that such holder did commence or could have commenced against any such Released Party that is based upon, attributable to, or arising from any acts or omissions of

Released Party occurring prior to the Effective Date in any way attributable to Hopeman, Reorganized Hopeman, the Chapter 11 Case, or the Plan; provided, however, that, notwithstanding the foregoing, no release of the Released Parties shall diminish, reduce, or eliminate the duties of any Asbestos Insurer under any Asbestos Insurance Policy or any Asbestos CIP Agreement.

In exchange for holders of Non-Asbestos Claims or Equity Interests opting in to grant the release provided in this section 10.6 of the Plan, each Released Party shall waive and release any and all Causes of Action that such Released Party did commence or could have commenced against any such holders of Non-Asbestos Claims or Equity Interests that opted-in that is based upon, attributable to, or arising from any acts or omissions of Releasing Parties occurring prior to the Effective Date in any way attributable to Hopeman, Reorganized Hopeman, the Chapter 11 Case, or the Plan; provided, however, that, notwithstanding the foregoing, no Released Party is waiving or releasing any rights or claims under any insurance policies that provide any type of coverage to such Released Party.

Section 10.8 No Actions on Account of Released Claims

Except as provided in the Plan, as of the Effective Date, all Releasing Parties that have held, currently hold or may hold any claims, commitments, obligations, suits, judgments, damages, demands, debts, Causes of Action or liabilities that are released pursuant to the Plan shall be permanently enjoined from taking any of the following against a Released Party, or any of its property, on account of such released claims, commitments, obligations, suits, judgments, damages, demands, debts, Causes of Action or liabilities: (i) commencing or continuing in any manner any action or other proceeding; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting or enforcing any Encumbrance; (iv) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability, or obligation due to any Released Party; and (v) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan.

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

**Hopeman Ballot Processing Center
c/o Kurtzman Carson Consultants LLC d/b/a Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245**

**If you would like to coordinate hand delivery of your Ballot, please submit your request by visiting Hopeman's restructuring website at:
<https://www.veritaglobal.net/hopeman/inquiry> and provide the anticipated date and time of your delivery.**

OR

**Send your Master Ballot to the Balloting Agent's dedicated email address at
hopemanballots@veritaglobal.com.**

The dedicated email address is the sole manner in which Master Ballots will be accepted via electronic or online transmission, and Master Ballots submitted by facsimile, or other means of electronic transmission will not be counted.

If you cast your Master Ballot via the Balloting Agent's dedicated email address, you should NOT also submit a paper Master Ballot.

IF THE BALLOTING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE [●] 2025, AT 4:00 P.M., (PREVAILING EASTERN TIME), AND IF THE VOTING AND RELEASE OPT-IN DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE PLAN PROPONENT'S DISCRETION.

**VOTING INSTRUCTIONS FOR COMPLETING
MASTER BALLOT FOR CLASS 4 ASBESTOS CLAIMS**

1. This Master Ballot is submitted to you in connection with the solicitation of votes of individual holders of Asbestos Claims to accept or reject the Plan. The Disclosure Statement and Plan are being provided to you on the enclosed flash drive unless otherwise requested. Capitalized terms used but not defined in this Master Ballot shall have the meanings given in the Plan. **Please read the Plan and Disclosure Statement carefully before completing the Master Ballot.**

2. This Master Ballot is to be used by counsel for individual holders of Asbestos Claims who are authorized to vote on behalf of those clients to accept or reject the Plan.

3. To have the votes reflected on the Master Ballot counted, the Master Ballot must be completed, dated, signed, and returned so that it is *actually received* by the Balloting Agent, not later than **4:00 p.m. (prevailing Eastern Time), on [●], 2025** (the “Voting and Release Opt-In Deadline”), unless such time is extended by the Plan Proponents, as set forth in the Master Ballot

4. Ballots transmitted by facsimile or other electronic means will not be counted. However, the Balloting Agent may, in its sole discretion, grant any person or entity submitting a Master Ballot permission in writing to submit such Master Ballot by electronic transmission. Ballots delivered to the Bankruptcy Court, Hopeman, or any other person other than the Balloting Agent will not be counted.

5. This Master Ballot will not constitute or be deemed a Proof of Claim or Equity Interest, an assertion of a Claim or an Equity Interest, the Allowance of a Claim or an Equity Interest, or the acceptance or liquidation of any Asbestos Claim for purposes of distribution from the Asbestos Trust. None of the information set forth in this Master Ballot shall constitute an admission by Hopeman as to the extent, validity, or priority of the Claim voted herein, nor shall anything contained herein be binding upon Hopeman or the claimant in any subsequent claims resolution process or other proceeding.

6. The Master Ballot may not be used for any purpose other than to transmit the votes to accept/in favor of or reject/against the Plan.

7. Multiple Master Ballots may be completed and delivered to the Balloting Agent. Votes reflected by multiple Master Ballots will be counted except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the last dated Master Ballot received prior to the Voting and Release Opt-In Deadline will, to the extent of such inconsistency, govern. If more than one Master Ballot is submitted and the later Master Ballot(s) supplement(s) rather than duplicate(s) earlier Master Ballot(s), please designate the subsequent Master Ballot(s) as “Supplement” and clearly mark which of the votes reflected thereon are additional or changed votes. Notwithstanding the foregoing, if two votes are received for the same claimant, and the votes are filed by different counsel, the claimant’s vote will be counted only once, and only if the votes are consistent. If the votes are not consistent, neither vote will be counted.

8. Each holder of an Asbestos Claim must vote his or her entire Claim either to accept (vote in favor of) or to reject (vote against) the Plan. A holder of an individual Asbestos Claim may not split his or her vote within a Class. Accordingly, any Asbestos Claim that purports to partially reject and partially accept the Plan shall not be counted at all as a vote. With respect to each holder of an Asbestos Claim that has authorized you to vote his or her Asbestos Claim on the Master Ballot, you must clearly designate either acceptance or rejection of the Plan. If this Master Ballot is signed and timely received by the Balloting Agent but does not designate either acceptance or rejection of the Plan, or both acceptance *and* rejection of the Plan for any particular Claim, it shall not be counted as a vote on the Plan as to that Claim. The Balloting Agent is authorized in its sole and absolute discretion, but is not obligated, to contact you to cure any defects in the Master Ballot. Only those Master Ballots *actually received* by the Voting and Release Opt-In Deadline will be tabulated.

9. Each Asbestos Claim shall be counted in the amount of \$1.00, which amount is solely for purposes of voting on the Plan and does not constitute an allowance or liquidation of such Asbestos Claim for purposes of distribution from the Asbestos Trust or any other purpose.

10. Completion of this Master Ballot requires that you compile a Master Ballot Exhibit (in the format attached hereto), certifying a list of the clients represented by you who have Asbestos Claims.

ITEM 1

11. Item 1 of the Master Ballot requires you to indicate which of your clients, as the holders of an Asbestos Claim listed on the Master Ballot Exhibit (the “Voting Clients”), accept (vote in favor of) the Plan and which of your clients listed on the Master Ballot Exhibit reject (vote against) the Plan. If all your Voting Clients listed have authorized you to accept the Plan, you may check the box indicating the same. If all your clients listed have authorized you to reject the Plan, you may check the box indicating the same. If some of your clients listed have authorized you to accept the Plan, while others have authorized you to reject the Plan, please check the box indicating the same.

ITEM 2

12. Item 2 of the Master Ballot also requires you to complete a summary of the votes to accept (vote in favor of) or to reject (vote against) the Plan, as well as indicate the summary of holders of Asbestos Claims who voted to reject the Plan or abstained from voting on the Plan. To complete Item 2, first prepare the Master Ballot Exhibit, taking care to specify for each of your clients whether such client accepts (votes in favor of) or rejects (votes against) the Plan. Use the table in Item 2 to summarize these totals.

ITEM 3

13. Item 3 of the Master Ballot requires you to attach a Master Ballot Exhibit to the Master Ballot, listing each holder of an Asbestos Claim that you represent. The Master Ballot Exhibit, the format of which is attached hereto, must clearly identify your law firm on each page and list in separate columns the following information for each holder of an Asbestos Claim on

whose behalf you are voting: (i) the name of the injured party (with first name, last name, middle initial, and suffix listed in separate columns); (ii) the last four digits of the injured party's Social Security number; (iii) date of birth; (iv) date of death, if applicable; (v) an address for service of notices (which can be the address of the law firm representing the holder); and (vi) whether each individual holder of an Asbestos Claim votes to accept (vote in favor of) or to reject (vote against) the Plan. Any vote on behalf of a holder of an Asbestos Claim submitted without inclusion of the name and the last four digits of a valid Social Security number of such claimant (or of the injured person, if different from the claimant) will not be counted. You must state the total number of acceptances and total number of rejections by the holders of Asbestos Claims that you represent, as reflected in the Master Ballot Exhibit.

14. If you are returning the Master Ballot via first class mail, overnight courier, or hand delivery, the Master Ballot Exhibit must be submitted on a flash drive in Microsoft Excel or similar format and enclosed with the Master Ballot.

15. If you are submitting the Master Ballot via the dedicated email address (hopemanballots@veritaglobal.com), the Master Ballot Exhibit must be submitted in electronic format pursuant to the Solicitation Procedures instructions enclosed.

ITEM 4

16. Item 4 requires that you make certain certifications as a prerequisite to the submission of votes on behalf of voting clients. Please ensure that you have read and understood the certifications prior to signing the Master Ballot, and that the certification is correct for each Asbestos Claim voted on the Master Ballot.

17. Please sign and date your Master Ballot.

18. Provide your name, mailing address, and telephone number.

19. Contact the Balloting Agent if you need any additional information.

20. The Plan will be found to have been accepted by Class 4 if it is accepted by more than seventy-five percent (75%) of holders of Asbestos Claims in Class 4 voting on the Plan. If an order confirming the Plan is issued by the Bankruptcy Court (or the District Court, as applicable), all holders of Equity Interests in, and any and all holders of Claims against, Hopeman (including those who reject the Plan, abstain from voting on the Plan, or are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

21. Nothing contained herein or in the enclosed documents shall constitute authority for you or any other person to act as the agent of Hopeman or the Balloting Agent or authorize you or any other person to use any document or make any statements on behalf of Hopeman or the Balloting Agent with respect to the Plan, except for the statements contained in the enclosed documents.

22. Except as provided herein, Master Ballots transmitted by facsimile or other electronic means shall not be counted.

23. Do not include medical records with this Master Ballot. Medical records cannot be returned by the Balloting Agent.

24. If you have any questions regarding this Master Ballot, or if you did not receive a return envelope with your Master Ballot, or if you did not receive a copy of the Plan or Disclosure Statement, or if you believe you have received the wrong Master Ballot, or if you need additional copies of this Master Ballot or other enclosed materials, please contact the Balloting Agent at (877) 709-4752 (toll free) or +1 (424) 236-7232 (international) or by submitting an inquiry here: <https://www.veritaglobal.net/hopeman/inquiry>.

**To be counted, this ballot must be actually received by the Balloting Agent by
4:00 p.m. (prevailing eastern time) on [●], 2025**

MASTER BALLOT EXHIBIT FOR CLASS 4 (ASBESTOS CLAIMS)

All holders of Asbestos Claims represented by: _____
 Plaintiff's Law Firm

Last Name (Injured Party)	First Name	M.I.	Suffix	Soc. Sec. No. (Last 4 Digits)	Date of Birth	Date of Death (if applicable)	Accept/Vote in Favor or Reject/Vote Against
							<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject
							<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject
							<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject
							<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject
							<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject
							<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject
							<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject
							<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject
							<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject
							<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject
							<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject

Total Acceptances/Votes in Favor:

Total Rejections/Votes Against:

EXHIBIT 3

Notice of Non-Voting Status

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

In re: :
 :
 : Chapter 11
HOPEMAN BROTHERS, INC., :
 :
 : Case No. 24-32428 (KLP)
Debtor. :
 :

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

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

PLEASE TAKE NOTICE THAT, on [●], 2025, Hopeman Brothers, Inc. (“Hopeman”) and the Official Committee of Unsecured Creditors (the “Committee”, and together with Hopeman, the “Plan Proponents”) filed the *Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as may be modified from time to time, the “Plan”) and the *Disclosure Statement with Respect to the Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as may be modified from time to time, the “Disclosure Statement”).

On [●], 2025, the Court entered an order [Docket No. [●]] (the “Solicitation Procedures Order”)¹ (a) conditionally approving the Disclosure Statement as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code, (b) approving the Solicitation Procedures, (c) approving the solicitation materials and notices to be distributed in connection with the solicitation of the Plan, and (d) authorizing Hopeman to solicit votes on the Plan, among other things.

You are receiving this notice because you are or may be a Holder of a Claim against or Equity Interest in Hopeman that is not entitled to vote on the Plan.

If you believe you are a holder of an Asbestos Claim (including any Asbestos Indirect Claim) or a General Unsecured Claim, you may file a motion (a “Rule 3018 Motion”), in accordance with Bankruptcy Rule 3018(a), for an order temporarily allowing your Claim for purposes of voting to accept or reject the Plan. You must serve such Rule 3018 Motion on the Plan Proponents so that it is actually received by them no later than 14 calendar days

¹ Capitalized terms used but no defined herein have the meanings given to them in the Plan, Disclosure Statement, or Disclosure Statement order, as applicable.

after service of the Solicitation Package (the “3018 Motion Deadline”). Any Rule 3018 Motions will be heard by the Court at or before the Combined Hearing (as defined below). If the Court grants a timely filed Rule 3018 Motion and temporarily allows your Claim in a specified amount, that temporarily allowed amount will be for voting purposes only, and not for purposes of allowance or distribution.

The hearing at which the Court will consider approval of the Disclosure Statement on a final basis and confirmation of the Plan (the “Combined Hearing”) will be held on [●], 2025 at [●] a.m./p.m. (prevailing Eastern Time) before the Honorable Keith L. Phillips in the United States Bankruptcy Court for the Eastern District of Virginia, 701 East Broad Street, Courtroom 5100, Richmond, Virginia 23219-1888. The Combined Hearing may be continued or adjourned from time to time by the Court or the Plan Proponents without further notice other than as may be announced in open court or by notice filed on the docket in this chapter 11 case.

Objection Deadline. The deadline for filing objections to final approval of the Disclosure Statement and confirmation of the Plan is [●], 2025, at 4:00 p.m. (prevailing Eastern Time) (the “Confirmation Objection Deadline”). All objections to final approval of the Disclosure Statement and confirmation of the Plan **must** (a) be in writing, (b) set forth in detail the name and address of any party filing the objection, the grounds for the objection, any relevant and admissible evidence in support of the objection, and the amount of the objector’s claim(s) or such other grounds that give the objector standing to assert the objection, (c) conform to the Bankruptcy Rules and the Bankruptcy Local Rules, (d) be filed with the Court, and (e) served in accordance with the Bankruptcy Rules and Bankruptcy Local Rules upon the Notice Parties (defined below) so as to be actually received on or before the Confirmation Objection Deadline. *Any objection not properly and timely filed shall be deemed to be waived and to be consent to the entry of an order confirming the Plan.*

Objections to confirmation of the Plan must be served on the following parties (the “Notice Parties”):

- a. Counsel to Hopeman: Hunton Andrews Kurth LLP, (i) Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, VA 23219 (Attn: Tyler P. Brown (tpbrown@HuntonAK.com) and Henry P. (Toby) Long, III (hlong@HuntonAK.com)) and (ii) 600 Travis Street, Suite 4200, Houston, TX 77002 (Attn: Joseph P. Rovira (josephrovira@HuntonAK.com) and Catherine A. Rankin (crankin@HuntonAK.com)).
- b. Counsel to the Committee: Caplin & Drysdale, Chartered, 1200 New Hampshire Avenue, NW, 8th Floor, Washington, DC 20036 (Attn: Kevin C. Maclay (kmaclay@capdale.com), Todd E. Phillips (tphillips@capdale.com), Jeffrey A. Liesemer (jliesemer@capdale.com), and Nathaniel R. Miller (nmiller@capdale.com)).
- c. Future Claimants’ Representative: Campbell & Levine, LLC, 222 Delaware Avenue, Suite 1620, Wilmington, DE 19801 (Attn: Marla Rosoff Eskin (meskin@camlev.com))

- d. Office of the United States Trustee for the Eastern District of Virginia: 701 East Broad Street, Suite 4304, Richmond, VA 23219 (Attn: Kathryn R. Montgomery (Kathryn.montgomery@usdoj.gov)).

Optional Release Election. If you elect to opt-in to the release contained in section 10.6 of the Plan, you must complete and return the Opt-In Form annexed to this Notice. Opting-in to the releases contained in section 10.6 of the Plan is at your option. If you opt-in to granting the releases in section 10.6 of the Plan you shall be deemed to have consented to the releases contained in section 10.6 of the Plan and to unconditionally, irrevocably, and forever release and discharge the Released Parties from any and all Causes of Action. You are permitted to give and receive certain mutual releases under the Plan if you opt-in to doing so. If you do not elect to opt-in to the releases set forth in section 10.6 of the Plan, you will forego the benefit of obtaining the mutual releases set forth in section 10.6 of the Plan.

Place to Send Opt-In Forms. Opt-In Forms may be returned by mail **using** the pre-addressed envelope included in the Solicitation Package, or by hand delivery or overnight courier to:

<p>Hopeman Balloting Processing Center c/o Kurtzman Carson Consultants LLC d/b/a Verita Global 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245</p>

Opt-In Forms may also be submitted via the Balloting Agent's online portal at <https://www.veritaglobal.com/hopeman>. Click on the "E-Ballot" section of the website and follow the instructions to submit your Ballot.

Release, Exculpation, and Injunction. Please be advised that Article X of the Plan contains the following release, exculpation, and injunction provisions:

Section 10.2 Hopeman Discharge Injunction

Except as specifically provided in the Plan (including Section 8.12, Section 8.13, Section 8.15, and Section 8.16 of the Plan), any of the other Plan Documents, or the Confirmation Order, all Entities who have held, hold, or may hold Claims (including, to the fullest extent permitted by law, Asbestos Claims and Demands) against Hopeman are permanently enjoined, on and after the Effective Date, from: (a) commencing or continuing in any manner any action or other proceeding of any kind against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand, other than to enforce any right to a Distribution pursuant to the Plan or any other right provided under the Plan; (b) enforcing, attaching, collecting, or recovering by any manner or means of any judgment, award, decree, or order against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand; (c) creating, perfecting, or enforcing any Encumbrance of any kind against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due to Hopeman or against the property or interests in property of Hopeman, with respect to such Claim or Demand; and/or (e) commencing or continuing any action, in any manner, against Hopeman, Reorganized Hopeman,

or their respective property that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order. The foregoing injunction shall extend to the successors of Hopeman (including, without limitation, Reorganized Hopeman) and their respective properties and interests in property. The discharge provided in this provision shall void any judgment obtained against Hopeman at any time, to the extent that such judgment relates to a discharged Claim or Demand.

Section 10.3 Asbestos Permanent Channeling Injunction

Pursuant to sections 105(a) and 524(g) of the Bankruptcy Code, and except as otherwise provided in the Plan (including Article VIII of the Plan), any of the other Plan Documents, and the Confirmation Order, the Confirmation Order shall provide for the issuance of the following injunction to take effect upon the occurrence of the Effective Date:

(a) Scope of Injunction. All Entities that have held or asserted, or hold or assert, or may hold or assert in the future any Channeled Asbestos Claim shall be permanently stayed, restrained, and enjoined from taking any action for the purpose of directly, indirectly, or derivatively collecting, recovering, or receiving payment, satisfaction, or recovery on account of any such Channeled Asbestos Claim, including:

(i) commencing, conducting, or continuing in any manner, directly, indirectly, or derivatively, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum against or affecting any Protected Party or any property or interest in property of any Protected Party;

(ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Protected Party or any property or interest in property of any Protected Party;

(iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any Encumbrance against any Protected Party or any property or interest in property of any Protected Party;

(iv) setting off, seeking reimbursement of, contribution from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability owed to any Protected Party or any property or interest in property of any Protected Party; and

(v) proceeding in any manner and in any place with regard to any matter that is within the scope of the matters designated by the Plan to be subject to resolution by the Asbestos Trust, except in conformity and compliance with the Asbestos Trust Agreement and the Asbestos Trust Distribution Procedures.

(b) Reservations. Notwithstanding anything to the contrary above, this Asbestos Permanent Channeling Injunction shall not stay, restrain, bar, or enjoin:

- (i) the rights of Entities to the treatment accorded them under Article IV of the Plan, as applicable, including the rights of Channeled Asbestos Claimants to have their Channeled Asbestos Claims resolved in accordance with the Asbestos Trust Distribution Procedures;
- (ii) the rights of Entities to the treatment accorded them under Article IV of the Plan, as applicable, including the rights of Channeled Asbestos Claimants to have their Channeled Asbestos Claims resolved in accordance with the Asbestos Trust Distribution Procedures;
- (iii) the rights of Entities to assert any Channeled Asbestos Claim against the Asbestos Trust in accordance with the Asbestos Trust Distribution Procedures, or any claim for payment of an Asbestos Trust Expense against the Asbestos Trust;
- (iv) the rights of Channeled Asbestos Claimants to assert any and all claims or causes of action against any Entities that are not Protected Parties;
- (v) the rights of the Asbestos Trust or, if applicable, Reorganized Hopeman to prosecute a claim or cause of action based on, arising from, or attributable to any of the Asbestos Trust Assets against any Entity that is not a Protected Party;
- (vi) any action or suit against Reorganized Hopeman (or, if deemed an indispensable party, the Asbestos Trust) or Wayne that strictly conforms to the requirements of Section 8.12 of the Plan;
- (vii) any action, suit, or Claimant Action permitted or authorized under Section 8.13 of the Plan against any Non-Settling Asbestos Insurer; or
- (viii) any claim, crossclaim, or third-party demand in a court of competent jurisdiction (including in any state court lawsuits) against Reorganized Hopeman (or, if deemed an indispensable party, the Asbestos Trust) or Wayne, or any direct action against any Non-Settling Asbestos Insurer of Hopeman or Wayne, in each case that strictly conforms to the requirements of Section 8.15 of the Plan.

Section 10.4 Exculpation

From and after the Petition Date through the Effective Date, and with the exception of claims related to any act or omission that is determined in a Final Order to have constituted gross negligence, knowing and intentional fraud, or willful misconduct, none of the Exculpated Parties shall have or incur any liability to any Entity for any act or omission in connection with, related to, or arising out of: (a) the Chapter 11 Case; (b) negotiation, formulation and preparation of the Plan and the other Plan Documents, and any of the terms and/or settlements and compromises reflected in the Plan and the other Plan Documents; (c) pursuit of confirmation of the Plan; (d) consummation of the Plan, or administration of the Plan or the property to be distributed under the Plan or the Asbestos Trust Distribution Procedures; or (e) the releases and injunctions contained in the Plan. Without limiting the generality of the foregoing, the Exculpated Parties shall be entitled to and granted the protections and benefits of section 1125(e) of the Bankruptcy Code.

Section 10.6 Mutual Releases by Releasing Parties in Addition to Protections Under the Asbestos Permanent Channeling Injunction
cl

Except as provided in Section 8.13(c) and Section 8.15 of the Plan and in addition to the protections afforded to the Released Parties as Protected Parties under the Asbestos Permanent Channeling Injunction, and in consideration for the obligations of Hopeman and Reorganized Hopeman under the Plan, each Releasing Party and the Asbestos Trust shall waive and release any and all Causes of Action that such holder did commence or could have commenced against any such Released Party that is based upon, attributable to, or arising from any acts or omissions of Released Party occurring prior to the Effective Date in any way attributable to Hopeman, Reorganized Hopeman, the Chapter 11 Case, or the Plan; provided, however, that, notwithstanding the foregoing, no release of the Released Parties shall diminish, reduce, or eliminate the duties of any Asbestos Insurer under any Asbestos Insurance Policy or any Asbestos CIP Agreement.

In exchange for holders of Non-Asbestos Claims or Equity Interests opting in to grant the release provided in this section 10.6 of the Plan, each Released Party shall waive and release any and all Causes of Action that such Released Party did commence or could have commenced against any such holders of Non-Asbestos Claims or Equity Interests that opted-in that is based upon, attributable to, or arising from any acts or omissions of Releasing Parties occurring prior to the Effective Date in any way attributable to Hopeman, Reorganized Hopeman, the Chapter 11 Case, or the Plan; provided, however, that, notwithstanding the foregoing, no Released Party is waiving or releasing any rights or claims under any insurance policies that provide any type of coverage to such Released Party.

Section 10.8 No Actions on Account of Released Claims

Except as provided in the Plan, as of the Effective Date, all Releasing Parties that have held, currently hold or may hold any claims, commitments, obligations, suits, judgments, damages, demands, debts, Causes of Action or liabilities that are released pursuant to the Plan shall be permanently enjoined from taking any of the following against a Released Party, or any of its property, on account of such released claims, commitments, obligations, suits, judgments, damages, demands, debts, Causes of Action or liabilities: (i) commencing or continuing in any manner any action or other proceeding; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting or enforcing any Encumbrance; (iv) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability, or obligation due to any Released Party; and (v) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan.

HOW TO OBTAIN ADDITIONAL INFORMATION

If you would like to receive copies of the Plan, the Disclosure Statement, or any other pleading filed in this chapter 11 case free of charge, or if you have any questions, you may contact the Balloting Agent by: (i) accessing Hopeman's restructuring website at <https://www.veritaglobal.net/hopeman/>; (ii) writing to Hopeman Brothers, Inc. c/o Kurtzman Carson Consultants LLC d/b/a Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (iii) calling (877) 709-4752 (toll free) or +1(424) 236-7232 (international); or (iv) submit an inquiry here: <https://www.veritaglobal.net/hopeman/inquiry>. You may also

access any pleadings filed in this chapter 11 case for a fee via PACER on the Bankruptcy Court's website at www.vaeb.uscourts.gov.

Please note that the Balloting Agent cannot provide you with legal or financial advice. You are strongly encouraged to review the terms of the Disclosure Statement and the Plan and to consult with your legal and financial advisors regarding your rights

Dated: [●], 2025
Richmond, Virginia

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*Special Insurance Counsel to the Official
Committee of Unsecured Creditors*

OPTIONAL RELEASE OPT-IN FORM

IF YOU ELECT TO OPT-IN TO THE RELEASES SET FORTH IN SECTION 10.6 OF THE PLAN, YOU WILL BE DEEMED A “RELEASING PARTY” UNDER THE PLAN, AND YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN SECTION 10.6 OF THE PLAN.

YOU MAY ELECT TO OPT-IN TO THE RELEASE CONTAINED IN SECTION 10.6 OF THE PLAN ONLY IF YOU (I) CHECK THE BOX BELOW AND RETURN THIS OPT-IN FORM TO THE DEBTOR’S BALLOTING AGENT ON OR BEFORE 4:00 P.M., PREVAILING EASTERN TIME, ON [●], 2025. IF YOU FAIL TO TIMELY SUBMIT THIS FORM, OR IF YOU SUBMIT THIS FORM WITHOUT CHECKING THE BOX BELOW, YOU WILL FOREGO PROVIDING THE RELEASE SET FORTH IN SECTION 10.6 OF THE PLAN.

YOU ARE PERMITTED TO GIVE AND RECEIVE CERTAIN MUTUAL RELEASES UNDER THE PLAN IF YOU OPT-IN TO DOING SO. IF YOU DO NOT ELECT TO OPT-IN TO THE RELEASES SET FORTH IN SECTION 10.6 OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE MUTUAL RELEASES SET FORTH IN SECTION 10.6 OF THE PLAN.

The undersigned elects to OPT-IN to the releases contained in section 10.6 of the Plan.

Acknowledgments. By signing this Opt-In Form, the holder (or authorized signatory of such holder) certifies that the undersigned has the power and authority to elect whether to grant the releases contained in section 10.6 of the Plan and has elected to be a Releasing Party under the Plan”

Dated: _____

Print or type name: _____

Signature: _____

Title: (if corporation, limited liability company or partnership)

Address: _____

Phone No: _____

Email: _____

Tax Payer Identification No.: _____

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

**Hopeman Ballot Processing Center
c/o Kurtzman Carson Consultants LLC d/b/a Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245**

If you would like to coordinate hand delivery of your Opt-In Form, please submit your request by visiting Hopeman's restructuring website at: <https://www.veritaglobal.net/hopeman/inquiry> and provide the anticipated date and time of your delivery.

OR

Submit your Opt-In Form via the Balloting Agent's online portal at <https://www.veritaglobal.com/hopeman>. Click on the "Opt-In" section of the website and follow the instructions to submit your Opt-In Form

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Opt-In Form:

Unique E-Opt-In Form ID# and PIN: _____

The Balloting Agent's online portal is the sole manner in which Opt-In Forms will be accepted via electronic or online transmission. Opt-In Forms submitted by facsimile, email or other means of electronic transmission will not be counted.

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

Entities who submit an Opt-In Form using the Balloting Agent's online portal should NOT also submit a paper Opt-In Form.

IF THE BALLOTING AGENT DOES NOT *ACTUALLY RECEIVE* THIS OPT-IN FORM ON OR BEFORE [●] 2025, AT 4:00 P.M., (PREVAILING EASTERN TIME), AND IF THE VOTING AND RELEASE OPT-IN DEADLINE IS NOT EXTENDED, YOUR OPT-IN TRANSMITTED BY THIS OPT-IN FORM MAY BE COUNTED ONLY IN THE PLAN PROPONENT'S DISCRETION.

EXHIBIT 4

Combined Hearing Notice

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

In re: : Chapter 11
HOPEMAN BROTHERS, INC., : Case No. 24-32428 (KLP)
Debtor. :

**NOTICE OF COMBINED HEARING FOR APPROVAL OF
DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN**

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

PLEASE TAKE NOTICE THAT on [●], 2024, Hopeman Brothers, Inc. (“Hopeman”) and the Official Committee of Unsecured Creditors (the “Committee,” and together with Hopeman, the “Plan Proponents”) filed the *Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as may be modified from time to time, the “Plan”) and the *Disclosure Statement with Respect to the Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as may be modified from time to time, the “Disclosure Statement”).

On [●], 2025, the Court entered an order [Docket No. [●]] (the “Solicitation Procedures Order”)¹ (a) conditionally approving the Disclosure Statement as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code, (b) approving the Solicitation Procedures, (c) approving the solicitation materials and notices to be distributed in connection with the solicitation of the Plan, and (d) authorizing Hopeman to solicit votes on the Plan, among other things.

The hearing at which the Court will consider approval of the Disclosure Statement on a final basis and confirmation of the Plan (the “Combined Hearing”) will be held on [●], 2025 at [●] a.m./p.m. (prevailing Eastern Time) before the Honorable Keith L. Phillips in the United States Bankruptcy Court for the Eastern District of Virginia, 701 East Broad Street, Courtroom 5100, Richmond, Virginia 23219-1888. The Combined Hearing may be continued or adjourned from time to time by the Court or the Plan Proponents without further notice other than as may be announced in open court or by notice filed on the docket in this chapter 11 case.

¹ Capitalized terms used but no defined herein have the meanings given to them in the Plan, Disclosure Statement, or Disclosure Statement order, as applicable.

INFORMATION REGARDING VOTING ON THE PLAN

Voting Record Date. The Voting Record Date is [●], 2025. All holders of Claims in Classes 3 and 4 as of the Voting Record Date are entitled to vote to accept or reject the Plan.

Voting and Release Opt-In Deadline. The deadline for submitting votes to accept or reject the Plan is [●], 2025, at 4:00 p.m. (prevailing Eastern Time). If you received a Solicitation Package with a Ballot or Master Ballot and intend to vote on the Plan, you **must** (a) follow the instructions in your Ballot or Master Ballot carefully; (b) complete all the required information on the Ballot or Master Ballot; and (c) execute and return you Ballot or Master Ballot so that it is **actually received** by Hopeman’s claims, noticing, and administrative agent, Kurtzman Carson Consulting LLC d/b/a Verita Global (the “Balloting Agent”), on or before the Voting and Release Opt-In Deadline. ***If you return your Ballot or Master Ballot after the Voting and Release Opt-In Deadline or fail to follow the instructions included with your Ballot or Master Ballot, your vote may not be counted.***

INFORMATION REGARDING OBJECTING TO THE PLAN

Article X of the Plan contains release, exculpation, and injunction provisions. For a description of the causes of action to be enjoined and the identities of the entities that would be subject to the injunctions, please see Article VIII.H of the Disclosure Statement and Article X of the Plan. You are advised to review and consider the Plan carefully because your rights might be affected thereunder even if you abstain from voting.

Objection Deadline. The deadline for filing objections to final approval of the Disclosure Statement and confirmation of the Plan is [●], 2025, at 4:00 p.m. (prevailing Eastern Time) (the “Confirmation Objection Deadline”). All objections to final approval of the Disclosure Statement and confirmation of the Plan **must** (a) be in writing, (b) set forth in detail the name and address of any party filing the objection, the grounds for the objection, any relevant and admissible evidence in support of the objection, and the amount of the objector’s claim(s) or such other grounds that give the objector standing to assert the objection, (c) conform to the Bankruptcy Rules and the Bankruptcy Local Rules, (d) be filed with the Court, and (e) served in accordance with the Bankruptcy Rules and Bankruptcy Local Rules upon the Notice Parties (defined below) so as to be actually received on or before the Confirmation Objection Deadline. ***Any objection not properly and timely filed shall be deemed to be waived and to be consent to the entry of an order confirming the Plan.***

Objections to confirmation of the Plan must be served on the following parties (the “Notice Parties”):

- a. Counsel to Hopeman: Hunton Andrews Kurth LLP, (i) Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, VA 23219 (Attn: Tyler P. Brown (tpbrown@HuntonAK.com) and Henry P. (Toby) Long, III (hlong@HuntonAK.com)) and (ii) 600 Travis Street, Suite 4200, Houston, TX 77002 (Attn: Joseph P. Rovira (josephrovira@HuntonAK.com) and Catherine A. Rankin (crankin@HuntonAK.com)).

- b. Counsel to the Committee: Caplin & Drysdale, Chartered, 1200 New Hampshire Avenue, NW, 8th Floor, Washington, DC 20036 (Attn: Kevin C. Maclay (kmaclay@capdale.com), Todd E. Phillips (tphillips@capdale.com), Jeffrey A. Liesemer (jliesemer@capdale.com), and Nathaniel R. Miller (nmiller@capdale.com)).
- c. Future Claimants' Representative: Campbell & Levine, LLC, 222 Delaware Avenue, Suite 1620, Wilmington, DE 19801 (Attn: Marla Rosoff Eskin (meskin@camlev.com)).
- d. Office of the United States Trustee for the Eastern District of Virginia: 701 East Broad Street, Suite 4304, Richmond, VA 23219 (Attn: Kathryn R. Montgomery (kathryn.montgomery@usdoj.gov)).

IMPORTANT INFORMATION REGARDING ASBESTOS CLAIMS

Proof of an Asbestos Claim does not have to be filed with the Bankruptcy Court at this time. The Bankruptcy Court has established special procedures for holders of Asbestos Claims to vote on the Plan. Lawyers for holders of Asbestos Claims may vote on the Plan on behalf of their clients if the lawyers are authorized to do so. If you are unsure whether your lawyer is authorized to vote on your behalf, please contact your lawyer.

If you (i) believe you hold an Asbestos Claim but did not assert such Claim against Hopeman prior to the Petition Date and (ii) wish to vote to accept or reject the Plan, you may obtain a ballot by submitting an inquiry to the Balloting Agent through the following webpage link: <https://www.veritaglobal.net/hopeman/inquiry>. Claimants who timely submit a completed ballot to the Balloting Agent via the following e-mail address: hopemanballots@veritaglobal.com by no later than [●], 2025 at 4:00 p.m. (prevailing Eastern Time) shall each be deemed holders of Class 4 Claims and each such Claim will be temporarily allowed, **for voting purposes only**, in the amount of \$1.00 per claimant, unless the Claim is the subject of an objection.

HOW TO OBTAIN ADDITIONAL INFORMATION

If you received Solicitation Package materials in electronic format and desire paper copies, if you need to obtain additional Solicitation Packages, or if you have any questions, you may contact the Balloting Agent by: (i) accessing Hopeman's restructuring website at <https://www.veritaglobal.net/hopeman>; (ii) writing to Hopeman Brothers, Inc. c/o Kurtzman Carson Consultants LLC d/b/a Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (iii) calling (877) 709-4752 (toll free) or +1 (424) 236-7232 (international); or (iv) submit an inquiry here: <https://www.veritaglobal.net/hopeman/inquiry>. You may also access any pleadings filed in this chapter 11 case for a fee via PACER on the Bankruptcy Court's website at www.vaeb.uscourts.gov.

Please note that the Balloting Agent cannot provide you with legal or financial advice. You are strongly encouraged to review the terms of the Disclosure Statement and the Plan and to consult with your legal and financial advisors regarding your rights.

Dated: [●], 2025

Richmond, Virginia

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*Special Insurance Counsel to the Official
Committee of Unsecured Creditors*

Exhibit B

Redline

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Counsel for Debtor and Debtor in Possession

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re: :
 :
 : **Chapter 11**
HOPEMAN BROTHERS, INC., :
 :
 : **Case No. 24-32428 (KLP)**
 :
 : **Debtor.** :
 :

ORDER (I) SCHEDULING A COMBINED HEARING TO APPROVE THE DISCLOSURE STATEMENT AND CONFIRM THE PLAN; (II) CONDITIONALLY APPROVING THE DISCLOSURE STATEMENT; (III) ESTABLISHING OBJECTION DEADLINES; (IV) APPROVING THE FORM AND MANNER OF NOTICE; (V) APPROVING THE SOLICITATION AND TABULATION PROCEDURES; AND (VI) GRANTING RELATED RELIEF

Upon the motion (the “Motion”)¹ of Hopeman Brothers, Inc., debtor in the above-captioned chapter 11 case (“Hopeman”), and the Official Committee of Unsecured Creditors (the “Committee”; together with Hopeman, the “Movants”), for entry of an order (this “Order”) (a) scheduling a combined hearing (the “Combined Hearing”) on the adequacy of the *Disclosure Statement with Respect to the Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”) [Docket No. 690] and the confirmation of the *Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy*

¹ Capitalized terms used but not defined herein have the meanings given to them in the Motion.

Code [Docket No. 689] (the “Plan”); (b) approving, on a conditional basis, the Disclosure Statement for solicitation purposes; (c) establishing objection deadlines; (d) approving the form and manner of notice of the Combined Hearing; (e) approving the Solicitation Procedures; and (f) granting related relief, all as more fully set forth in the Motion; and the Court having reviewed the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and the Court having determined that there is good and sufficient cause for the relief granted in this Order, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted as provided herein.
2. The Combined Hearing, at which time, this Court will consider, among other things, the approval of the Disclosure Statement on a final basis, confirmation of the Plan, and any other matter properly before the Court will be held on **June 23, 2025, at 11:00 a.m. (prevailing Eastern Time)**.
3. Objections to approval of the Disclosure Statement on a final basis and to confirmation of the Plan, if any, *must*: (i) be in writing, (ii) set forth in detail the name and address of any party filing the objection, the grounds for the objection, any relevant and admissible

evidence in support of the objection, and the amount of the objector's claim(s) or such other grounds that give the objector standing to assert the objection, (iii) conform to the Bankruptcy Rules and the Bankruptcy Local Rules, (iv) be filed with the Court, and (v) served in accordance with the Bankruptcy Rules and Bankruptcy Local Rules upon the parties at the addresses set forth in the Combined Hearing Notice so as to be actually received on or before **4:00 p.m. (prevailing Eastern Time) on June 13, 2025** (the "Objection Deadline"). Any objection not properly and timely filed shall be deemed to be waived and to be consent to the entry of an order approving the adequacy of the Disclosure Statement on a final basis and confirming the Plan.

I. Approval of the Disclosure Statement on a Conditional Basis

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

II. Approval of the Procedures, Materials, and Timeline for Soliciting Votes on and Confirming the Plan.

A. Approval of Solicitation Procedures

5. The Movants are authorized to solicit, receive, and tabulate votes to accept the Plan in accordance with the Solicitation Procedures attached hereto as **Exhibit 1**, which are hereby approved in their entirety.

B. Approval of Dates and Deadlines in Connection with the Plan and Disclosure Statement

6. The following dates and deadlines are hereby established (subject to modification as necessary) with respect to the Disclosure Statement, solicitation of votes to accept the Plan, voting on the Plan, and confirming the Plan:

~~7.~~

Date	Event
Voting Record Date	May 13 ²¹ , 2025 (Hearing Date on this Motion)
Commencement of Solicitation	No later than five (5) business days following entry of the Solicitation Procedures Order
Publication Deadline	No later than five (5) business days following entry of the Solicitation Procedures Order
3018 Motion Deadline	No later than fourteen (14) calendar days after the mailing of the Solicitation Package
Vote Objection Deadline	May 21 ²⁸ , 2025, at 4:00 p.m. (prevailing Eastern Time)
Plan Supplement Filing Deadline	June 6, 2025, at 11:59 p.m. (prevailing Eastern Time)
Voting and Release Opt-Out ^{Opt-In} Deadline	June 12, 2025, at 4:00 p.m. (prevailing Eastern Time)
Deadline to File Objections to Adequacy of the Disclosure Statement and Confirmation of the Plan	June 13, 2025, at 4:00 p.m. (prevailing Eastern Time)
Deadline for Movants to file (a) Confirmation Brief; (b) Replies to Objections; (c) Declarations in Support of Confirmation; and (d) Voting Certification	June 20, 2025, at 11:59 p.m. (prevailing Eastern Time)
Combined Hearing	June 23, 2025, at 11:00 a.m. (prevailing Eastern Time)

7. ~~8.~~ The Movants may adjourn the Combined Hearing or any other dates listed above from time to time consistent with the Court’s procedures, without further notice other than adjournments announced in open court or as indicated in any notice of adjournment filed by the Movants with the Bankruptcy Court.

C. Approval of Form and Method of Distribution of Solicitation Packages

8. ~~9.~~ The Solicitation Packages to be transmitted on or before five (5) business days following entry of the Solicitation Procedures Order (the “Solicitation Mailing Deadline”), or as soon as reasonably practicable thereafter, to those holders of Claims entitled to vote on the Plan as of the Voting Record Date, shall include the following, the form of each of which is hereby approved:

- i. this Order (with the Solicitation Procedures attached hereto as **Exhibit 1**);

- ii. the applicable form of Ballot (containing an election not to grant the Holders' Release of Hopeman's Directors and Officers pursuant to section 10.6 of the Plan) substantially in the form attached hereto as **Exhibit 2A, 2B, or 2C**;
- iii. the Combined Hearing Notice substantially in the form attached hereto as **Exhibit 4**;
- iv. the Disclosure Statement (with the Plan attached as an exhibit, along with the Plan's exhibits);
- v. solely for the holders of Claims entitled to vote on the Plan, pre-addressed, return envelopes for completed ballots; and
- vi. any other materials ordered by the Court to be disseminated.

9. ~~10.~~ The Movants shall distribute Solicitation Packages to all holders of Claims entitled to vote on the Plan on or before the Solicitation Mailing Deadline, or as soon as reasonably practicable thereafter. Such service shall satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

10. ~~11.~~ The Movants are authorized, but not directed or required, to distribute the Plan, the Disclosure Statement, and this Order (without exhibits, except for the Solicitation Procedures) to holders of Claims entitled to vote on the Plan in electronic format (*i.e.*, on flash drive). Any party that receives materials in electronic format, but would prefer to receive materials in paper format, may contact the Balloting Agent and request paper copies of the materials previously received in electronic format (to be provided at Hopeman's expense). The Ballots and the Combined Hearing Notice will be provided in paper form. On or before the Solicitation Mailing Deadline, the Movants shall provide (a) complete Solicitation Packages (other than Ballots) to the U.S. Trustee, and (b) the Order (in electronic format) and the Combined Hearing Notice to all parties required to receive notice under Bankruptcy Rule 2002.

11. ~~12.~~ The Balloting Agent is authorized to assist the Movants in: (a) distributing the Solicitation Packages; (b) receiving, tabulating, and reporting on Ballots cast to accept or reject

the Plan by holders of Claims against Hopeman; (c) responding to inquiries from holders of Claims and Equity Interests and other parties in interest relating to the Disclosure Statement, the Plan, the Solicitation Packages (including the Ballots), and all other related documents and matters related thereto, including the procedures and requirements for voting to accept or reject the Plan and for objecting to the Plan or the adequacy of the Disclosure Statement; (d) soliciting votes on the Plan; and (e) if necessary, contacting creditors or interest holders regarding the Plan and/or the Disclosure Statement.

12. ~~13.~~ The Balloting Agent is also authorized to accept Class 3 Ballots and Opt-In Forms (defined below) via electronic online transmission through an online balloting portal on Hopeman's case website as set forth in the Solicitation Procedures. The secured ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot or Opt-In Form submitted in this manner and the creditor's electronic signature will be deemed to be immediately legally valid and effective.

13. ~~14.~~ The Balloting Agent is also authorized to accept Class 4 Ballots and Master Ballots via electronic online transmission through the dedicated email address for submitting such Ballots as set forth in the Solicitation Procedures. All Asbestos Claims in Class 4 of the Plan are temporarily allowed solely for purposes of voting on the Plan, each in the amount of \$1.00, as specified in the Solicitation Procedures and on the applicable Ballot or Master Ballot. The specified amount of \$1.00 of each Asbestos Claim as notated on a claimant's Ballot (or Master Ballot, if applicable) shall be used for voting purposes only and shall not be binding on any party (including, without limitation, Hopeman and the Asbestos Trust) except for voting purposes.

14. ~~15.~~ If an actual or alleged Asbestos Claim (including any Asbestos Indirect Claim) or a General Unsecured Claim is the subject of a proof-of-claim objection filed by the Vote

Objection Deadline and the holder of that Asbestos Claim or General Unsecured Claim casts a Ballot, the claimant's Ballot will not be counted unless, in accordance with Bankruptcy Rule 3018, the underlying Asbestos Claim or General Unsecured Claim is temporarily allowed by the Court for voting purposes after a Rule 3018 Motion is timely brought by such a claimant.

15. ~~16.~~ Any holder or alleged holder of an Asbestos Claim (including any Asbestos Indirect Claim) or a General Unsecured Claim who seeks a different treatment of its claim for voting purposes must file and serve a Rule 3018 Motion on the Movants so that it is actually received by the 3018 Motion Deadline. The Court will schedule a hearing on such Rule 3018 Motion at or prior to the Combined Hearing.

16. ~~17.~~ The Movants and the Balloting Agent are authorized to serve Solicitation Packages for holders of Class 4 Asbestos Claims (including any Asbestos Indirect Claims) on their applicable Attorneys of Record for such holders, where known. Attorneys of Record for holders of Class 4 Asbestos Claims (including any Asbestos Indirect Claims) are authorized to vote to accept or reject the Plan on behalf of the holders they represent to the extent they have, and elect to exercise, that authority under applicable law as set forth in the Solicitation Procedures.

D. Approval of Form of Non-Voting Status Notices and Opt-In Forms

17. ~~18.~~ The Movants shall not be obligated to deliver Solicitation Packages or Ballots to holders of Claims or Interests in the Non-Voting Classes. In accordance with Bankruptcy Rule 3017(d), the Movants, with the assistance of the Balloting Agent, shall mail to the holders of Claims and Interests in the Non-Voting Classes, as well as holders of Claims in a Voting Class that, as of the Voting Record Date, are subject to a pending objection by Hopeman, a notice substantially in the form of **Exhibit 3** attached hereto (the "Non-Voting Status Notice") and the opt-in form (the "Opt-In Form") annexed to the Non-Voting Status Notice, in lieu of Solicitation Packages.

18. ~~19.~~ The Movants are not required to mail Solicitation Packages, other solicitation materials, or a Non-Voting Status Notice to: (a) holders of Claims that have already been paid in full during the chapter 11 case; or (b) any party to whom the notice of the Motion was sent but was subsequently returned as undeliverable without a forwarding address by the Voting Record Date.

E. Approval of Combined Hearing Notice

19. ~~20.~~ The Combined Hearing Notice, substantially in the form attached hereto as **Exhibit 4**, which shall be filed by the Movants and served upon parties in interest in the chapter 11 case by no later than the Solicitation Mailing Deadline and published in a format modified for publication one time no later than thirty (30) days prior to the Combined Hearing, in the national edition of *USA Today*, the *Richmond Times-Dispatch*, and *The Times-Picayune/New Orleans Advocate*, constitutes adequate and sufficient notice of the hearing to consider confirmation of the Plan, the manner in which a copy of the Plan and Disclosure Statement can be obtained, and the time fixed for filing objections thereto, in satisfaction of the requirements of the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

III. Additional Provisions

20. ~~21.~~ Hopeman shall file the Plan Supplement with the Court on or before **11:59 p.m. (prevailing Eastern Time) on June 6, 2025**, which filing is without prejudice to Hopeman's rights to amend or supplement the Plan Supplement.

21. ~~22.~~ The Movants are authorized to make non-material changes to the Disclosure Statement, the Plan, the Ballots, the Combined Hearing Notice, the Notice of Non-Voting Status, the Opt-In Form and related documents and any other materials in the Solicitation Package without further order of this Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Disclosure Statement, the Plan, the Ballots, the Combined Hearing Notice, the Notice of Non-Voting Status, and related

documents or other materials in the Solicitation Package before their distribution and publication, as applicable.

22. ~~23.~~ Nothing in this Order shall be construed as a waiver of the right of the Movants or any other party in interest, as applicable, to object to a proof of claim after the Voting Record Date.

23. ~~24.~~ Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

24. ~~25.~~ The requirement under Bankruptcy Local Rule 9013-1(F) to file a memorandum of law in connection with the Motion is waived.

25. ~~26.~~ The Movants are authorized to take all actions necessary or appropriate to implement the relief granted in this Order in accordance with the Motion.

26. ~~27.~~ The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Order.

Dated: _____, 2025
Richmond, Virginia

UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

/s/ Henry P. (Toby) Long, III

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Henry P. (Toby) Long, III (VSB No. 75134)
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*Special Insurance Counsel to the Official
Committee of Unsecured Creditors*

**CERTIFICATION OF ENDORSEMENT
UNDER BANKRUPTCY LOCAL RULE 9022-1(C)**

I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

/s/ Henry P. (Toby) Long, III
Henry P. (Toby) Long, III

EXHIBIT 1 TO SOLICITATION PROCEDURES ORDER

Solicitation Procedures

**SOLICITATION PROCEDURES FOR
PLAN OF REORGANIZATION OF
HOPEMAN BROTHERS, INC.**

The following procedures (the “Solicitation Procedures”) are adopted with respect to (a) the distribution of solicitation packages with respect to the *Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code*, dated _____ (as may be amended, modified, or supplemented from time to time, the “Plan”) and (b) the return and tabulation of Ballots and Master Ballots (each as defined herein) to be used in voting on the Plan in the chapter 11 case of Hopeman Brothers, Inc. in the United States Bankruptcy Court for the Eastern District of Virginia.

The Solicitation Procedures set out in this document are supplemented by the instructions accompanying the Ballots and Master Ballots that will be included in the solicitation packages, which will be sent to (or can be obtained by) those persons entitled to vote on the Plan. You should review those instructions and these Solicitation Procedures carefully. In the event of conflict between the ballot instructions and these Solicitation Procedures, the terms of these Solicitation Procedures will govern and control.

I. DEFINITIONS

A. “Asbestos Claim” shall have the meaning given in the Plan.

B. “Asbestos Trust Distribution Procedures” means the trust distribution procedures for the Asbestos Trust that are attached to the Plan as Exhibit B, and which provide for the resolution, liquidation, and satisfaction of the Asbestos Claims.

C. “Ballot” means the form or forms distributed with the Plan and Disclosure Statement to holders of claims impaired by the Plan and entitled to vote, upon which such holders register their acceptance or rejection of the Plan.

D. “Balloting Agent” means Kurtzman Carson Consultants LLC d/b/a Verita Global, as Hopeman’s solicitation and balloting agent with respect to the Plan.

E. “Bankruptcy Court” means the United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division, or such other court as may have jurisdiction over the Chapter 11 Case or any proceeding within, or appeal of an order entered in, the Chapter 11 Case including, to the extent of a withdrawal of reference under 28 U.S.C. § 157 or the requirement for final approval, the District Court.

F. “Combined Hearing” means the hearing(s) that will be held before the Bankruptcy Court in which Hopeman will seek approval of the adequacy of the Disclosure Statement on a final basis and confirmation of the Plan.

G. “Combined Hearing Notice” means the mailed and published notice of (a) the date and time of the Combined Hearing and (b) the procedure for holders of Asbestos Claims to obtain a Solicitation Package, substantially in the form attached to the Solicitation Procedures Order as Exhibit 4.

H. “**Disclosure Statement**” means the written disclosure statement that relates to the Plan, including the exhibits and schedules thereto, as approved by the Bankruptcy Court after the Petition Date as containing adequate information pursuant to section 1125 of the Bankruptcy Code and Rule 3017 of the Bankruptcy Rules, as such disclosure statement may be amended, modified, or supplemented from time to time.

I. “**Equity Interest**” means any right, title, and ownership interest in Hopeman.

J. “**Master Ballot**” means a Ballot submitted on behalf of one or more holders of Asbestos Claims pursuant to section IV(d) of the Solicitation Procedures.

K. “**Non-Voting Classes**” means Classes 1, 2, and 5 under the Plan.

L. “**Objection Deadline**” means the date established by the Bankruptcy Court in the Solicitation Procedures Order as the deadline for filing objections to approval of the adequacy of the Disclosure Statement on a final basis and confirmation of the Plan.

M. “**Opt-In Form**” means the form distributed to holders of Claims and Interests in Non-Voting Classes to affirmatively opt-in to the mutual release contained in section 10.6 of the Plan.

N. ~~**M.**~~ “**Plan**” means the Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code, including any supplements, schedules and exhibits hereto, either in its present form or as the same may be amended, modified or supplemented from time to time.

O. ~~**N.**~~ “**Rule 3018 Motion**” means a motion, in accordance with Bankruptcy Rule 3018(a), for an order temporarily allowing a claim for purposes of voting to accept or reject the Plan.

P. ~~**O.**~~ “**Schedules**” means the schedules of assets and liabilities and the statements of financial affairs of Hopeman as filed with the Bankruptcy Court by Hopeman after the Petition Date in accordance with section 521 of the Bankruptcy Code and Bankruptcy Rule 1007, as such schedules and statements may be amended or supplemented from time to time.

Q. ~~**P.**~~ “**Solicitation Mailing Deadline**” means [●], 2024.

R. ~~**Q.**~~ “**Solicitation Package**” means and will consist of all of the following:

1. the Disclosure Statement Order, with these Solicitation Procedures attached as an exhibit thereto;
2. the applicable form of Ballot substantially in the form attached to the Solicitation Procedures Order as Exhibit 2A, 2B or 2C;
3. the Combined Hearing Notice substantially in the form attached to the Solicitation Procedures Order as Exhibit 4;

4. the Disclosure Statement (with the Plan attached as an exhibit);
5. preaddressed, return envelopes for Ballots (or Master Ballots, as applicable) to be used by holders of General Unsecured Claims and Asbestos Claims; and
6. any other materials ordered by the Bankruptcy Court to be included as part of the Solicitation Package.

S. ~~R.~~ “**Solicitation Procedures Motion**” means the Joint Motion of the Debtor and Official Committee of Unsecured Creditors for Entry of an Order (I) Scheduling a Combined Hearing to Approve the Disclosure Statement and Confirm the Plan; (II) Conditionally Approving the Disclosure Statement; (III) Establishing Objection Deadlines; (IV) Approving the Form and Manner of Notice; (V) Approving the Solicitation and Tabulation Procedures; and (VI) Granting Related Relief filed with the Bankruptcy Court.

T. ~~S.~~ “**Solicitation Procedures Order**” means the order of the Bankruptcy Court approving the Disclosure Statement as containing adequate information within the meaning of section 1125 of the Bankruptcy Code, approving the combined hearing of the Plan and Disclosure Statement, and approving the method of solicitation of votes on the Plan.

U. ~~T.~~ “**Voting Classes**” means Classes 3 and 4 under the Plan.

V. ~~U.~~ “**Voting and Release ~~Opt-Out~~Opt-In Deadline**” means 4:00 p.m., prevailing Eastern Time, on June 12, 2025.

W. ~~V.~~ “**Vote Objection Deadline**” means 4:00 p.m., prevailing Eastern Time, on May ~~21~~28, 2025.

X. ~~W.~~ Capitalized terms used but not defined in the Solicitation Procedures have the meanings given to them in the Plan and the Solicitation Procedures Motion, as the context requires.

II. DISTRIBUTION OF SOLICITATION PACKAGES TO VOTING CLASSES

This section explains the manner in which Solicitation Packages will be dispatched to parties entitled to vote on the Plan.

A. Scheduled Class 3 Claims. On or before the Solicitation Mailing Deadline, the Balloting Agent will cause a Solicitation Package to be served upon each holder of a Class 3 General Unsecured Claim, who, as of the Solicitation Mailing Deadline, is listed in the Schedules as liquidated, undisputed, and non-contingent and with a claim amount in excess of \$0.00; provided, however, that each holder of a Non-Asbestos Claim that is entitled to receive a Solicitation Package pursuant to this section and also is entitled to receive a Solicitation Package pursuant to section III(b) of the Solicitation Procedures shall be entitled to receive only one Solicitation Package.

B. Filed Claims. On or before the Solicitation Mailing Deadline, the Balloting Agent will cause a Solicitation Package to be served upon each holder of a Class 3 General Unsecured

Claim represented by a timely filed proof of claim filed against Hopeman that is not subject to a pending objection as of the Solicitation Mailing Deadline and has not been withdrawn, disallowed, or expunged by an order of the Bankruptcy Court entered on or before the Solicitation Mailing Deadline. To avoid duplication and reduce expenses, holders of Claims other than Asbestos Claims and General Unsecured Claims who have filed duplicate proofs of claim are entitled to receive only one Solicitation Package and one ballot for voting their claim. Additionally, holders of Claims other than Asbestos Claims and General Unsecured Claims who filed amended proofs of claim are entitled to vote only the claim evidenced by the amended proof of claim.

C. Asbestos Claims. On or before the Solicitation Mailing Deadline, the Balloting Agent will cause Solicitation Packages to be served on known holders of Asbestos Claims or such holders' attorneys in the manner prescribed in section III of the Solicitation Procedures.

D. Undeliverable Solicitation Packages. Notwithstanding any provision in section III of the Solicitation Procedures to the contrary, the Balloting Agent shall not be required to resend a Solicitation Package to any person or entity whose Solicitation Package was returned as undeliverable by the postal service, unless Hopeman or the Balloting Agent is provided with an accurate address for such person or entity prior to the Voting and Release ~~Opt-Out~~Opt-In Deadline.

III. SPECIAL PROCEDURES RELATING TO ASBESTOS CLAIMS

A. Distribution of Solicitation Packages. The Balloting Agent will cause Solicitation Packages to be served with respect to Asbestos Claims as follows:

i. To attorneys representing individual holders of Asbestos Claims:

- a. A single Solicitation Package will be served upon each attorney known by Hopeman (based on Hopeman's records and any list of attorneys furnished to Hopeman on or before the entry of the Solicitation Procedures Order) to represent or potentially to represent individuals who may hold or assert Asbestos Claims (each, an "Attorney of Record" and collectively, the "Attorneys of Record").
- b. If an Attorney of Record who receives a Solicitation Package either (1) is unable to certify with respect to any holder of an Asbestos Claim represented by such attorney that such Attorney of Record has the authority to vote on the Plan on behalf of such holder (*see* section IV(c)(ii) of the Solicitation Procedures) or (2) wishes any holder of an Asbestos Claim represented by such Attorney of Record to cast his or her own Ballot on the Plan, such Attorney of Record shall furnish the Balloting Agent with a list setting forth the name and address for each such holder within five (5) business days of receiving the Solicitation Package; provided, that, if such list contains more than twenty (20) such holders, such information must be provided in electronic format by email to hopemanballots@veritaglobal.com preferably in Microsoft Excel format; provided, further, that if it is not possible to provide such information in an electronic format by email, such information must be sent to the Balloting

Agent by mail in printed form or on a thumb drive so that it is actually received within seven (7) business days of receiving a copy of the Solicitation Package.

- c. Attorneys of Record who wish their clients to receive Solicitation Packages for informational purposes (without a Ballot) must provide to the Balloting Agent such clients' names and addresses, within seven (7) business days of receiving a copy of the Solicitation Package.
- ii. *To individuals holding Asbestos Claims:*
- a. **Transmittal by the Balloting Agent.** If either (i) an individual who holds or asserts an Asbestos Claim requests a Solicitation Package by written notice to the Balloting Agent and provides a mailing address therewith, or (ii) an Attorney of Record who represents or purports to represent the holder of an Asbestos Claim furnishes names and addresses of individuals to the Balloting Agent, then the Balloting Agent will cause a Solicitation Package to be mailed, together with a Ballot, directly to each such individual who holds or asserts such Asbestos Claim(s) within five (5) business days after receiving such request.
 - b. **Transmittal by an Attorney.** An Attorney of Record may choose to transmit Solicitation Packages to his or her clients directly. If an Attorney of Record chooses to do so, such attorney must, within five (5) business days after the Solicitation Mailing Deadline, furnish a written request to the Balloting Agent for a specified amount of Solicitation Packages and individual Ballots, which will be provided to such Attorney of Record within five (5) business days after receipt of such written request. Hopeman will reimburse such Attorney of Record for the reasonable, actual postage costs incurred by the attorney. Attorneys of Record seeking reimbursement shall submit reasonable evidence of postage expenses incurred to obtain such reimbursement.
 - c. **Individual Holders of Asbestos Claims Against Hopeman.** Notwithstanding other provisions of these Solicitation Procedures to the contrary, the Balloting Agent shall cause a Solicitation Package (including, among other things, an appropriate Ballot) to be mailed directly to individual holders of Asbestos Claims who are known as holding Asbestos Claims against Hopeman and who are not represented by an attorney.

B. Calculation of Votes with Respect to Asbestos Claims. Each holder of an Asbestos Claim will have a **single** vote on the Plan in the amount of **\$1.00**.

C. Required Certifications. No vote in favor of or against the Plan by or on behalf of a holder of an Asbestos Claim shall be counted by the Balloting Agent unless the Ballot or Master Ballot reflecting such vote is timely submitted to the Balloting Agent with the written certifications contained on the Ballot or Master Ballot.

- i. **Certification for Individual Ballots.** Individual Ballots voted by, or on behalf of, holders of Asbestos Claims shall contain an acknowledgement and certification, *inter alia*, that (A) the person signing the Ballot has received the documents

included in the Solicitation Package; (B) on information and belief, the person signing the Ballot holds an Asbestos Claim (as defined in the Plan) against Hopeman or is an agent or attorney authorized to submit the Ballot on behalf of such holder; and (C) the person signing the Ballot understands that an otherwise properly completed, executed, and timely returned Ballot failing to indicate either acceptance or rejection of the Plan, or indicating both acceptance and rejected of the Plan, will not be counted.

- ii. **Certification for Master Ballots.** Master Ballots voted on behalf of holders of Asbestos Claims shall contain an acknowledgement and certification, *inter alia*, that (A) the attorney signing the Master Ballot has received the documents included in the Solicitation Package; (B) the attorney signing the Master Ballot is authorized under applicable law by each of the holders of Asbestos Claims listed on the exhibit accompanying the Master Ballot to vote on behalf of such holders; (C) each claimant identified on such exhibit has, on information and belief, an Asbestos Claim (as defined in the Plan) against Hopeman; and (D) the attorney signing the Master Ballot understands that an otherwise properly completed, executed, and timely returned Master Ballot failing to indicate either acceptance or rejection of the Plan for each Claim listed on the exhibit accompanying the Master Ballot, or the same indicates both acceptance and rejection of the Plan, will not be counted.

D. Completion and Return of Master Ballots by Attorneys for Holders of Asbestos Claims. Attorneys of Record who represent individual holders of Asbestos Claims shall be permitted to cast Master Ballots for such holders, but only to the extent such attorneys have the authority under applicable law to do so, and so certify in the manner set forth herein and on the Master Ballots respecting such Asbestos Claims. Each Attorney of Record voting on behalf of the individuals he or she represents who hold or assert Asbestos Claims shall complete a Master Ballot, which will set forth the votes cast by such attorney on behalf of any such clients. The following procedures will govern the completion and return of a Master Ballot:

- i. **Summarizing Votes on the Master Ballot:**
 - a. The Master Ballot shall contain the following options for voting, one of which shall be marked by the Attorney of Record:
 - (1) “All Class 4 Asbestos Claims listed on the Master Ballot Exhibit **ACCEPT / VOTE IN FAVOR OF** the Plan.”
 - (2) “All Class 4 Asbestos Claims listed on the Master Ballot Exhibit **REJECT / VOTE AGAINST** the Plan.”
 - (3) “Some of the individuals listed on the Master Ballot Exhibit **ACCEPT (VOTE IN FAVOR OF)** the Plan while other individuals listed on the Master Ballot Exhibit **REJECT (VOTE AGAINST)** the Plan.”

~~ii. Election to Opt Out of Holders’ Release of Hopeman’s Directors and Officers. Any holder of an Asbestos Claim who votes, by himself or through his Attorney of Record, to reject the Plan, or abstains from voting on the Plan, will have the~~

~~option to elect to opt out of the release of Hopeman's former directors and officers, as set forth in Section 10.6 of the Plan. If any such holder's affirmative opt-out is not notated on the Ballot or Master Ballot, or is not separately submitted in writing to the Balloting Agent by Voting and Release Opt-Out Deadline, such holder will be deemed to have consented to the release contained in Section 10.6 of the Plan. Similarly, any holder of an Asbestos Claim who votes, by himself or through his Attorney of Record, to accept the Plan will be deemed to have consented to the release contained in Section 10.6 of the Plan.~~

ii. ~~iii.~~ **Inability to Make Required Certifications on Master Ballot:** If the Attorney of Record is unable to make such certifications on behalf of any holder of an Asbestos Claim whom he or she represents, the attorney may not cast a vote on behalf of such claimant and must timely send the information relating to the names and addresses of its clients for whom he or she may not vote to the Balloting Agent in accordance with section IV(a)(i)(B) of the Solicitation Procedures.

iii. ~~iv.~~ **Spreadsheet Exhibit to the Master Ballot:**

- a. Each Attorney of Record shall prepare a spreadsheet in the form shown on the Master Ballot. This spreadsheet will become an exhibit to the Master Ballot and must clearly identify the attorney's law firm on each page and list in separate columns the following information for each holder of an Asbestos Claim on whose behalf the Attorney of Record is voting: (i) the name of the injured party (with first name, last name, middle initial, and suffix listed in separate columns); (ii) the last four digits of the injured party's Social Security number; (iii) date of birth; (iv) date of death, if applicable; and (v) whether each individual holder of an Asbestos Claim accepts (votes in favor of) or rejects (votes against) the Plan.
- b. The entire spreadsheet must be submitted on a thumb drive, or via email if the Master Ballot is submitted to the Balloting Agent's secure online portal in accordance with the instructions below, in MICROSOFT EXCEL™ or similar format, and enclosed with the Master Ballot; provided, however, if such spreadsheet contains less than twenty (20) holders of Asbestos Claims, the spreadsheet may be attached to the Master Ballot as an exhibit in paper form. The completed Master Ballot and spreadsheet exhibit must be returned to the Balloting Agent in accordance with sections V(c) and V(d) of the Solicitation Procedures.

E. Opting ~~Out of the Holders' Release of Hopeman's Directors and Officers~~ In to Mutual Releases By Holders of General Unsecured Claims and Claims and Interests in Non-Voting Classes. If a holder of a General Unsecured Claim in Class 3 (General Unsecured Claims) ~~or an Asbestos Claim in Class 4~~ elects not to grant the release contained in Section 10.6 of the Plan, such holder must check the box in the Ballot affirmatively opting ~~out of~~ in to that release. If a holder of a claim in a Non-Voting Class (Class 1 (Priority Non-Tax Claims), Class 2 (Secured Claims), and Class 5 (Equity Interests)) elects to grant the release contained in

Section 10.6 of the Plan, such holder must complete and return the Opt-In Form affirmatively opting in to that release. Election to ~~withhold~~ consent to the release contained in Section 10.6 of the Plan is at each ~~Claim~~applicable claim holder's option. If a holder of a ~~Class 3 or Class 4 Claim submits a Ballot or is identified on a Master Ballot submitted to the Balloting Agent without the opt-out election made, such holder will be deemed to have consented to the release contained~~General Unsecured Claim in Claim in Class 3 or a claim in a Non-Voting Class does not elect to opt-in to the releases set forth in Section 10.6 of the Plan ~~to the fullest extent permitted by applicable law. If a holder of a Class 3 or Class 4 Claim votes to accept the Plan on a Ballot or Master Ballot, as applicable, such holder automatically will be deemed to have consented to the release contained, such holders will forego the benefit of obtaining the mutual releases set forth~~ in Section 10.6 of the Plan ~~to the fullest extent permitted by applicable law, even if the opt-out box is checked by or on behalf of that holder.~~

IV. RETURN OF BALLOTS AND OPT-IN FORMS

A. Claimants Entitled to Vote. Only holders of General Unsecured Claims in Class 3 and holders of Asbestos Claims (including any Asbestos Indirect Claims) in Class 4 will be permitted to vote. If an actual or alleged Asbestos Claim (including any Asbestos Indirect Claim) or a General Unsecured Claim is the subject of a proof-of-claim objection filed by the Vote Objection Deadline and the holder of that Asbestos Claim or General Unsecured Claim casts a Ballot, the claimant's Ballot will not be counted unless, in accordance with Bankruptcy Rule 3018, the underlying Asbestos Claim or General Unsecured Claim is temporarily allowed by the Court for voting purposes after a Rule 3018 Motion is timely brought by such a claimant. Any holder or alleged holder of an Asbestos Claim (including any Asbestos Indirect Claim) or a General Unsecured Claim who seeks a different treatment of its claim for voting purposes must file and serve a 3018 Motion on the Movants so that it is actually received by the 3018 Motion Deadline. The Court will schedule a hearing on such Rule 3018 Motion at or prior to the Combined Hearing.

B. Claimants Entitled to Opt-In to Mutual Releases. Only holders of General Unsecured Claims in Class 3 and Claims and Interests in Non-Voting Classes will be permitted to opt-in to the mutual releases contained in Section 10.6 of the Plan.

C. ~~B.~~ Authority to Complete and Execute Ballots and Opt-In Forms. If a Ballot or Opt-In Form is signed by a trustee, executor, guardian, attorney-in-fact, officer of a corporation, or any other entity acting in a fiduciary or representative capacity, the signatory must indicate such capacity when signing. The authority of the signatory of each Ballot and Opt-In Form to complete and execute the Ballot and Opt-In Form shall be presumed, but by executing a Ballot ~~or a~~ Master Ballot, or Opt-In Form each signatory certifies that he or she has such authority, and shall provide evidence of such authority upon request of the Balloting Agent.

D. ~~C.~~ Deadline for Receiving Completed Ballots and Master Ballots, and Opt-In Forms. All Ballots ~~and~~ Master Ballots and Opt-In Forms must be *actually received* by the Balloting Agent by the Voting and Release ~~Opt-Out~~Opt-In Deadline in order to register a vote on the Plan and/or be included grant and receive the mutual releases set forth in Section 10.6 of the Plan. If any Ballot or Master Ballot is received by the Balloting Agent after such date and time, the vote(s) recorded on that Ballot or Master Ballot will not be counted. If any Ballot or

Master Ballot is received by the Balloting Agent after such date and time, the vote(s) recorded on that Ballot or Master Ballot will not be counted.

E. ~~**D.**~~ **Place to Send Completed Class 3 Ballots and Opt-In Forms.** Class 3 Ballots and Opt-In Forms may be returned by mail using the pre-addressed envelope included in the Solicitation Package, or by hand delivery or overnight courier to:

Hopeman Balloting Processing Center
c/o Kurtzman Carson Consultants LLC d/b/a Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

Class 3 Ballots and Opt-In Forms may also be submitted via the Balloting Agent’s online portal at <https://www.veritaglobal.com/hopeman>. Click on the “E-Ballot” section of the website and follow the instructions to submit your Ballot.

F. ~~**E.**~~ **Place to Send Completed Class 4 Ballots and Master Ballots.** Class 4 Ballots and Master Ballots may be returned by mail using the pre-addressed envelope included in the Solicitation Package, or by hand delivery or overnight courier to:

Hopeman Balloting Processing Center
c/o Kurtzman Carson Consultants LLC d/b/a Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

Class 4 Ballots and Master Ballots may also be submitted via email to the Balloting Agent’s secure online portal at hopemanballots@veritaglobal.com.

G. ~~**F.**~~ **Other Electronic Transmission Not Accepted.** The Balloting Agent’s online portal for Class 3 Ballots and Opt-In Forms and dedicated email address for Class 4 Ballots are the sole methods in which the respective Class Ballots will be accepted via electronic or online transmission. Class 3 Ballots and Opt-In Forms submitted by facsimile or other means of electronic transmission (other than via the Balloting Agent’s online portal, as noted above) will not be counted. Except as may be permitted in writing by the Balloting Agent pursuant to this paragraph, any Class 4 Ballots or Master Ballots submitted by facsimile or other means of electronic transmission (other than via the Balloting Agent’s online portal, as noted above) will not be counted. The Balloting Agent shall acknowledge by return email receipt of any Master Ballot submitted by email pursuant to this paragraph within one (1) business day of receipt of such Master Ballot.

H. ~~**G.**~~ **Retention of Ballots ~~and~~, Master Ballots, and Opt-In Forms by Balloting Agent.** The Balloting Agent will date-stamp all Ballots ~~and~~, Master Ballots, and Opt-In Forms when received. Ballots and Opt-In Forms received on the day of the Voting and Release ~~Opt-Out~~Opt-In Deadline will be date and time-stamped. In addition, the Balloting Agent will retain originals of all Ballots ~~and~~, Master Ballots and Opt-In Forms for a period of one (1) year after

the Effective Date of the Plan, unless otherwise instructed by Hopeman in writing or otherwise ordered by the Bankruptcy Court.

V. TABULATION OF BALLOTS

A. Determination of Amount of Asbestos Claims Voted. The amount used to tabulate acceptance/votes in favor of, or rejection of/votes against, the Plan by those holding Asbestos Claims is set forth in section III of the Solicitation Procedures.

B. Ballots Excluded. A Ballot or Master Ballot will not be counted if any of the following applies to such Ballot or Master Ballot:

- i. The Ballot or Master Ballot was cast by or on behalf of a person or entity that does not hold a Claim in a Class entitled to vote on the Plan.
- ii. The Ballot or Master Ballot was actually received by the Balloting Agent after the Voting and Release ~~Opt-Out~~Opt-In Deadline, unless the Plan Proponents shall have granted in writing an extension of the Voting and Release ~~Opt-Out~~Opt-In Deadline or the Bankruptcy Court shall have granted such an extension.
- iii. The Ballot is returned to the Balloting Agent indicating a vote on the Plan but is unsigned.
- iv. The Ballot is illegible or contains insufficient information to permit the identification of the claimant.
- v. The Ballot or Master is transmitted to the Balloting Agent by email, facsimile, or other electronic transmission other than the Balloting Agent's secure, online portal (except to the extent that the Balloting Agent has provided written permission to submit the Class 4 Ballot or Master Ballot by email pursuant to section IV(F) of these Solicitation Procedures).
- vi. The Ballot is submitted in a form that is not the appropriate Ballot for such Claim.
- vii. The Ballot is not completed (including, without limitation, (i) a Master Ballot with respect to an Asbestos Claim on which the attorney fails to make the required certification, or (ii) a Ballot submitted by a holder of an Asbestos Claim in the United States that does not provide the last four digits of the claimant's Social Security Number); provided, however, that an undated Ballot or a Master Ballot that does not include the date of birth or the date of death (if applicable) of the claimant may be considered by the Balloting Agent to be complete for purposes of counting such Ballot or Master Ballot.

C. General Solicitation Procedures and Standard Assumptions. In addition to all other provisions of these Solicitation Procedures, the following procedures for voting and standard assumptions will be used in tabulating Ballots.

- i. A Ballot or Master Ballot that is properly completed, executed, and timely returned to the Balloting Agent, but does not indicate an acceptance or rejection of the Plan, or that indicates both an acceptance and rejection of the Plan, or allocates portions of the claim in such manner, shall not be counted.
- ii. The Balloting Agent shall have the discretion to, but shall not be obligated to, contact voters to cure any defects in the Ballots or Master Ballots.
- iii. Any voter that delivers a valid Ballot or Master Ballot may withdraw his, her, or its vote by delivering a written notice of withdrawal to the Balloting Agent before the Voting and Release ~~Opt-Out~~Opt-In Deadline. To be valid, the notice of withdrawal must (a) be signed by the person who signed the Ballot or Master Ballot to be revoked and (b) be received by the Balloting Agent on or before the Voting and Release ~~Opt-Out~~Opt-In Deadline. The Plan Proponents reserve the right to contest any withdrawals.
- iv. If two or more Ballots are received for the same holder on the same Claim, but are submitted by a different attorney or agent, the holder's vote will be counted only once if the votes on each Ballot are consistent. If the votes are not consistent, none of the Ballots will be counted.
- v. If multiple Ballots are received from different holders purporting to hold the same Claim, in the absence of contrary information establishing which claimant holds such Claim as of the Voting and Release ~~Opt-Out~~Opt-In Deadline, the latest-dated and otherwise valid Ballot that is received by the Voting and Release ~~Opt-Out~~Opt-In Deadline will be the Ballot that is counted.
- vi. If multiple Ballots are received from the holder of a Claim and someone purporting to be his, her, or its attorney or agent, the Ballot received from the holder of the Claim will be the Ballot that is counted, and the vote of the purported attorney or agent will not be counted.
- vii. There shall be a rebuttable presumption that any claimant who submits a properly completed superseding Ballot or withdrawal of a Ballot on or before the Voting and Release ~~Opt-Out~~Opt-In Deadline has sufficient cause, within the meaning of Bankruptcy Rule 3018(a), to change or withdraw such claimant's acceptance or rejection of the Plan.
- viii. If multiple Ballots are received from a holder of a Claim for the same Claim, the latest-dated and otherwise valid Ballot that is received by the Voting and Release ~~Opt-Out~~Opt-In Deadline shall be the Ballot that is counted as a vote on the Plan.

EXHIBIT 2A

Form of Ballot
Class 3 (General Unsecured Claims)

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

In re: :
 :
 : Chapter 11
HOPEMAN BROTHERS, INC., :
 :
 : Case No. 24-32428 (KLP)
Debtor. :
 :

BALLOT TO ACCEPT OR REJECT HOPEMAN’S PLAN

Class 3 (General Unsecured Claims)

Please read and follow the enclosed instructions carefully before completing this Ballot.

To be counted, the Balloting Agent must *actually receive* your returned and completed Ballot by [●], 2025, at 4:00 pm (prevailing Eastern Time) (the “Voting and Release ~~Opt-Out~~Opt-In Deadline”).

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

This ballot (the “Ballot”) is provided to you to solicit your vote to accept or reject the *Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as may be amended from time to time, the “Plan”) for Hopeman Brothers, Inc. (“Hopeman”).¹ The Plan is jointly proposed by Hopeman and the Official Committee of Unsecured Creditors (the “Committee,” and together with Hopeman, the “Plan Proponents”). The Bankruptcy Court for the Eastern District of Virginia (the “Bankruptcy Court”) has conditionally approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by order entered on [●], 2025 (the “Solicitation Procedures Order”). Bankruptcy Court’s conditional approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court.

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

The Plan provides for the issuance of the Asbestos Permanent Channeling Injunction pursuant to sections 105(a) and 524(g) of the Bankruptcy Code. For a description of the causes of action to be enjoined and the identities of the entities that would be subject to the

¹ Capitalized terms used in this Ballot or the attached instructions that are not defined herein have the meanings given to them in the Plan.

injunction, see section VIII.H of the Disclosure Statement and Article X of the Plan. Article X of the Plan also proposes certain releases and exculpations, pursuant to which certain parties are released from liability or exculpated for a variety of claims.

Your rights are described in the Disclosure Statement, which was included in the package (the “Solicitation Package”) you are receiving with this Ballot (as well as the Plan, Disclosure Statement Order, and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them (a) at no charge from Kurtzman Carson Consultants LLC d/b/a Verita Global (the “Balloting Agent”) by: (i) accessing Hopeman’s restructuring website at <https://www.veritaglobal.net/hopeman>; (ii) writing to Hopeman Ballot Processing Center c/o Kurtzman Carson Consultants LLC d/b/a Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, California 90245; (iii) calling (877) 709-4752 (toll free) or +1 (424) 236-7232 (international); or (iv) submitting an inquiry at <https://www.veritaglobal.net/hopeman/inquiry>; or (b) for a fee via PACER on the Bankruptcy Court’s website at www.vaeb.uscourts.gov.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claim has been placed in Class 3 (General Unsecured Claims) under the Plan. If you hold claims in more than one class, you will receive a ballot for each class in which you are entitled to vote.

If your ballot is not received by the Balloting Agent on or before 4:00 p.m., prevailing Eastern Time, on [●], 2025 and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

ACCEPTANCE OR REJECTION OF THE PLAN

Item 1. Principal Amount of Claim. The undersigned, the holder of a Claim in Class 3 (General Unsecured Claims) against Hopeman in the unpaid amount of \$ _____,

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

THE PLAN PROPONENTS RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

The undersigned holder of a Class 3 Claim votes (check one box only):

- ACCEPTS THE PLAN REJECTS THE PLAN

Item 3. Optional Release Election. ~~If you voted to reject the Plan above, or if you abstained from voting on the Plan, check~~ Check this box if you elect ~~not~~ to ~~grant~~ opt-in to the release contained in section 10.6 of the Plan. ~~Election to withhold consent to~~ Opting-in to the releases contained in section 10.6 of the Plan is at your option. If you ~~submit your Ballot without this box checked, or if you do not submit your Ballot by the Voting and Release Opt-Out~~

~~Deadline, you will~~opt-in to granting the releases in section 10.6 of the Plan you shall be deemed to ~~consent~~have consented to the releases contained in section 10.6 of the Plan ~~to the fullest extent permitted by applicable law. If you voted to accept the Plan above, (i) you will be deemed to consent~~and to unconditionally, irrevocably, and forever release and discharge the Released Parties from any and all Causes of Action. You are permitted to give and receive certain mutual releases under the Plan if you opt-in to doing so. If you do not elect to opt-in to the releases ~~contained~~set forth in section 10.6 of the Plan ~~to the fullest extent permitted by applicable law; and (ii) even if you check the box below, your election to not grant the releases will not be counted.~~, you will forego the benefit of obtaining the mutual releases set forth in section 10.6 of the Plan.

The undersigned elects ~~not~~ to ~~grant~~OPT-IN to the releases contained in section 10.6 of the Plan.

PLAN EXCULPATION, INJUNCTION, AND RELEASE PROVISIONS

The Disclosure Statement and the Plan must be referenced for a complete description of the exculpation, injunction, and release provisions included directly below.

Defined Terms

“**Asbestos Insurance Policy**” means the insurance policies identified on Exhibit H of the Plan and any other insurance policy of Hopeman, whether known or unknown, that provides or potentially provides coverage for any Channeled Asbestos Claim.

“**Asbestos Insurance Settlement**” means (a) the Certain Settling Insurers Agreement; (b), with the exception of the Certain Settling Insurers Agreement, each agreement that, prior to the Effective Date, has been entered into by an Asbestos Insurer and Hopeman with consent of the Committee and approved by Final Order of the Bankruptcy Court; or (c) any agreement that satisfies the requirements of clauses (a) through (c) of Section 8.17 of the Plan.

“**Asbestos Insurer**” means any Entity, including any insurance company, broker, or guaranty association, that has issued, or that has any actual or potential liabilities, duties or obligations under or with respect to any Asbestos Insurance Policy.

“**Certain Settling Insurers Agreement**” means the Settlement Agreement and Release, dated as of July 10, 2024, by and among Hopeman, Continental Casualty Company, Fidelity & Casualty Company, Lexington Insurance Company, Granite State Insurance Company, the Insurance Company of the State of Pennsylvania, National Union fire Insurance Company of Pittsburgh, PA, and General Reinsurance Corporation.

“**Committee**” means the Official Committee of Unsecured Creditors appointed by the Office of the United States Trustee for Region 4 in this Chapter 11 Case on July 22, 2024.

“**Entity**” means any Person or organization created by law, including, without limitation, any individual, company, corporation, limited liability company, partnership, association, joint stock

company, joint venture, estate, trust, unincorporated organization, or government or any political subdivision thereof.

“**Exculpated Parties**” means, collectively, (a) Hopeman, (b) the Committee, solely in its capacity as such, (c) the Future Claimants’ Representative, solely in her capacity as such, and (d) Professionals of any of the foregoing Entities, solely in their capacity as such. [An Entity shall be an “Exculpated Party” only to the extent that it is a fiduciary that has performed duties in connection with the Chapter 11 Case.](#)

“**Hopeman**” means (a) Hopeman Brothers, Inc., a Virginia corporation, and its predecessors; and (b) the debtor and Debtor in Possession in the Chapter 11 Case.

“**Person**” means person as defined in section 101(41) of the Bankruptcy Code.

“**Protected Party**” means each of the following:

- (a) Hopeman or Reorganized Hopeman;
- (b) current and former directors, officers, or employees of Hopeman, or any past or present Affiliate of Hopeman, solely in their respective capacities as such; or
- (c) any Settled Asbestos Insurer, solely in its capacity as such.

“**Released Party**” means current and former directors, officers, or employees of Hopeman, or any past or present Affiliate of Hopeman, except Wayne, solely in their respective capacities as such.

“**Releasing Party**” means collectively: (a) all holders of [Asbestos](#) Claims ~~that vote to accept or are presumed to accept the Plan; and~~ (b) all holders of ~~Claims that abstain from voting on the Plan and who do not~~ [Non-Asbestos Claims or Equity Interests who](#) affirmatively opt ~~out of~~ [in](#) to the releases provided by the Plan by checking the box on the applicable form indicating that they opt ~~not~~ [in](#) to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; ~~(c) all holders of Claims and Interests that vote to reject the Plan or are deemed to reject the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; and (d) with respect to Hopeman and each of the foregoing Entities in clauses (a) through (c), such Entity and its current and former affiliates, and such Entities’ and their current and former affiliates’ current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), interest holders, predecessors, successors, and assigns.~~

“**Representative**” means, with respect to any specified Entity, any current or former officer, director, employee, agent, attorney, accountant, financial advisor, expert, consultant, or other representative of any specified Entity.

“Settled Asbestos Insurer” means any Asbestos Insurer that is a party to an Asbestos Insurance Settlement.

Section 10.2 Hopeman Discharge Injunction

Except as specifically provided in the Plan (including Section 8.12, Section 8.13, Section 8.15, and Section 8.16 of the Plan), any of the other Plan Documents, or the Confirmation Order, all Entities who have held, hold, or may hold Claims (including, to the fullest extent permitted by law, Asbestos Claims and Demands) against Hopeman are permanently enjoined, on and after the Effective Date, from: (a) commencing or continuing in any manner any action or other proceeding of any kind against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand, other than to enforce any right to a Distribution pursuant to the Plan or any other right provided under the Plan; (b) enforcing, attaching, collecting, or recovering by any manner or means of any judgment, award, decree, or order against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand; (c) creating, perfecting, or enforcing any Encumbrance of any kind against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due to Hopeman or against the property or interests in property of Hopeman, with respect to such Claim or Demand; and/or (e) commencing or continuing any action, in any manner, against Hopeman, Reorganized Hopeman, or their respective property that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order. The foregoing injunction shall extend to the successors of Hopeman (including, without limitation, Reorganized Hopeman) and their respective properties and interests in property. The discharge provided in this provision shall void any judgment obtained against Hopeman at any time, to the extent that such judgment relates to a discharged Claim or Demand.

Section 10.3 Asbestos Permanent Channeling Injunction

Pursuant to sections 105(a) and 524(g) of the Bankruptcy Code, and except as otherwise provided in the Plan (including Article VIII of the Plan), any of the other Plan Documents, and the Confirmation Order, the Confirmation Order shall provide for the issuance of the following injunction to take effect upon the occurrence of the Effective Date:

(a) **Scope of Injunction.** All Entities that have held or asserted, or hold or assert, or may hold or assert in the future any Channeled Asbestos Claim shall be permanently stayed, restrained, and enjoined from taking any action for the purpose of directly, indirectly, or derivatively collecting, recovering, or receiving payment, satisfaction, or recovery on account of any such Channeled Asbestos Claim, including:

(i) commencing, conducting, or continuing in any manner, directly, indirectly, or derivatively, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum against or affecting any Protected Party or any property or interest in property of any Protected Party;

(ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering by any means or in any manner, whether directly or indirectly, any

judgment, award, decree, or other order against any Protected Party or any property or interest in property of any Protected Party;

(iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any Encumbrance against any Protected Party or any property or interest in property of any Protected Party;

(iv) setting off, seeking reimbursement of, contribution from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability owed to any Protected Party or any property or interest in property of any Protected Party; and

(v) proceeding in any manner and in any place with regard to any matter that is within the scope of the matters designated by the Plan to be subject to resolution by the Asbestos Trust, except in conformity and compliance with the Asbestos Trust Agreement and the Asbestos Trust Distribution Procedures.

(b) Reservations. Notwithstanding anything to the contrary above, this Asbestos Permanent Channeling Injunction shall not stay, restrain, bar, or enjoin:

(i) the rights of Entities to the treatment accorded them under Article IV of the Plan, as applicable, including the rights of Channeled Asbestos Claimants to have their Channeled Asbestos Claims resolved in accordance with the Asbestos Trust Distribution Procedures;

(ii) the rights of Entities to assert any Channeled Asbestos Claim against the Asbestos Trust in accordance with the Asbestos Trust Distribution Procedures, or any claim for payment of an Asbestos Trust Expense against the Asbestos Trust;

(iii) the rights of Channeled Asbestos Claimants to assert any and all claims or causes of action against any Entities that are not Protected Parties;

(iv) the rights of the Asbestos Trust or, if applicable, Reorganized Hopeman to prosecute a claim or cause of action based on, arising from, or attributable to any of the Asbestos Trust Assets against any Entity that is not a Protected Party;

(v) any action or suit against Reorganized Hopeman (or, if deemed an indispensable party, the Asbestos Trust) or Wayne that strictly conforms to the requirements of Section 8.12 of the Plan;

(vi) any action, suit, or Claimant Action permitted or authorized under Section 8.13 of the Plan against any Non-Settling Asbestos Insurer; or

(vii) any claim, crossclaim, or third-party demand in a court of competent jurisdiction (including in any state court lawsuits) against Reorganized Hopeman (or, if deemed an indispensable party, the Asbestos Trust) or Wayne, or any direct action against any Non-Settling Asbestos Insurer of Hopeman or Wayne, in each case that strictly conforms to the requirements of Section 8.15 of the Plan.

Section 10.4 Exculpation

~~None~~ From and after the Petition Date through the Effective Date, and with the exception of claims related to any act or omission that is determined in a Final Order to have constituted gross negligence, knowing and intentional fraud, or willful misconduct, none of the Exculpated Parties shall have or incur any liability to any Entity for any act or omission in connection with, related to, or arising out of: (a) the Chapter 11 Case; (b) negotiation, formulation and preparation of the Plan and the other Plan Documents, and any of the terms and/or settlements and compromises reflected in the Plan and the other Plan Documents; (c) pursuit of confirmation of the Plan; (d) consummation of the Plan, or administration of the Plan or the property to be distributed under the Plan or the Asbestos Trust Distribution Procedures; or (e) the releases and injunctions contained in the Plan; ~~or (f) the management or operation of Hopeman during the Chapter 11 Case.~~ Without limiting the generality of the foregoing, the Exculpated Parties shall be entitled to and granted the protections and benefits of section 1125(e) of the Bankruptcy Code.

Section 10.6 ~~Release of Hopeman's Directors and Officers~~ Mutual Releases by Releasing Parties in Addition to Protections Under the Asbestos Permanent Channeling Injunction

Except as provided in Section 8.13(c) and Section 8.15 of the Plan and in addition to the protections afforded to the Released Parties as Protected Parties under the Asbestos Permanent Channeling Injunction, and in consideration for the obligations of Hopeman and Reorganized Hopeman under the Plan, each Releasing Party and the Asbestos Trust shall waive and release any and all Causes of Action that such holder, ~~did~~ commence or could have commenced against any such Released Party that is based upon, attributable to, or arising from any acts or omissions of Released Party occurring prior to the Effective Date ~~or~~ in any way attributable to Hopeman, Reorganized Hopeman, the Chapter 11 Case, or the Plan; provided, however, that, notwithstanding the foregoing, no release of the Released Parties shall diminish, reduce, or eliminate the duties of any Asbestos Insurer under any Asbestos Insurance Policy or any Asbestos CIP Agreement.

In exchange for holders of Non-Asbestos Claims or Equity Interests opting in to grant the release provided in this section 10.6 of the Plan, each Released Party shall waive and release any and all Causes of Action that such Released Party did commence or could have commenced against any such holders of Non-Asbestos Claims or Equity Interests that opted-in that is based upon, attributable to, or arising from any acts or omissions of Releasing Parties occurring prior to the Effective Date in any way attributable to Hopeman, Reorganized Hopeman, the Chapter 11 Case, or the Plan; provided, however, that, notwithstanding the foregoing, no Released Party is waiving or releasing any rights or claims under any insurance policies that provide any type of coverage to such Released Party.

Section 10.8 No Actions on Account of Released Claims

Except as provided in the Plan, as of the Effective Date, all ~~Entities~~ Releasing Parties that have held, currently hold or may hold any claims, commitments, obligations, suits, judgments, damages, demands, debts, Causes of Action or liabilities that are released pursuant to the Plan shall be permanently enjoined from taking any of the following against a ~~released Entity~~ Released Party, or any of its property, on account of such released claims, commitments, obligations, suits,

judgments, damages, demands, debts, Causes of Action or liabilities: (i) commencing or continuing in any manner any action or other proceeding; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting or enforcing any Encumbrance; (iv) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability, or obligation due to any ~~released-Entity~~Released Party; and (v) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan.

Item 4. Acknowledgments. By signing this Ballot, the holder (or authorized signatory of such holder) acknowledges receipt of the Plan, the Disclosure Statement, and the other applicable solicitation materials, and certifies that:

- i. the undersigned has the power and authority to vote to accept or reject the Plan;
- ii. the undersigned has received the documents included in the Solicitation Package;
- iii. on information and belief, the undersigned holds a General Unsecured Claim (as defined in the Plan) against Hopeman or is an agent authorized to submit the Ballot on behalf of such holder;
- iv. no other Ballot with respect to the Claim identified herein has been cast or, if any other Ballots have been cast with respect to such Claim, then any such earlier received Ballots are hereby revoked;
- v. all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned, shall be binding on the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned, and shall not be affected by, and shall survive, the death or incapacity of the undersigned; and
- vi. the undersigned understands that an otherwise properly completed, executed, and timely returned Ballot failing to indicate either acceptance or rejection of the Plan, or indicating both acceptance and rejection of the Plan, will not be counted.

Dated: _____

Print or type name: _____

Signature: _____

Title: (if corporation, limited liability company or partnership)

Address: _____

Phone No: _____

Email: _____

Tax Payer Identification No.: _____

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

**Hopeman Ballot Processing Center
c/o Kurtzman Carson Consultants LLC d/b/a Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245**

**If you would like to coordinate hand delivery of your Ballot, please submit your request by visiting Hopeman’s restructuring website at:
<https://www.veritaglobal.net/hopeman/inquiry> and provide the anticipated date and time of your delivery.**

OR

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

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

Unique E-Ballot ID# and PIN: _____

The Balloting Agent’s online portal is the sole manner in which Class 3 Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

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

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

IF THE BALLOTING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE 1 ● 2025, AT 4:00 P.M., (PREVAILING EASTERN TIME), AND IF THE VOTING AND RELEASE ~~OPT-OUT~~OPT-IN DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE PLAN PROPONENT'S DISCRETION.

EXHIBIT 2B

Form of Individual Ballot
Class 4 (Asbestos Claims)

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

In re: : Chapter 11
HOPEMAN BROTHERS, INC., : Case No. 24-32428 (KLP)
Debtor. :
_____ :

BALLOT TO ACCEPT OR REJECT HOPEMAN’S PLAN

Class 4 (Channeled Asbestos Claims)

Please read and follow the enclosed instructions carefully before completing this Ballot.

To be counted, the Balloting Agent must *actually receive* your returned and completed Ballot by [●], 2025, at 4:00 pm (prevailing Eastern Time) (the “Voting and Release ~~Opt-Out~~Opt-In Deadline”).

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

This ballot (the “Ballot”) is provided to you to solicit your vote to accept or reject the *Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as may be amended from time to time, the “Plan”) for Hopeman Brothers, Inc. (the “Debtor”).¹ The Plan is jointly proposed by Hopeman and the Official Committee of Unsecured Creditors (the “Committee”, and together with Hopeman, the “Plan Proponents”). The Bankruptcy Court for the Eastern District of Virginia (the “Bankruptcy Court”) has conditionally approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by order entered on [●], 2025 (the “Solicitation Procedures Order”). Bankruptcy Court’s conditional approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court

Please use this Ballot to cast your vote to accept or reject the Plan if you are, as of [●], 2024 (the “Voting Record Date”), a holder of an Asbestos Claim (a “Holder”) against Hopeman.

The Plan provides for the issuance of the Asbestos Permanent Channeling Injunction pursuant to sections 105(a) and 524(g) of the Bankruptcy Code. For a description of the causes of action to be enjoined and the identities of the entities that would be subject to the injunction, see section VIII.H of the Disclosure Statement and Article X of the Plan. Article

¹ Capitalized terms used in this Ballot or the attached instructions that are not defined herein have the meanings given to them in the Plan.

X of the Plan also proposes certain releases and exculpations, pursuant to which certain parties are released from liability or exculpated for a variety of claims.

Your rights are described in the Disclosure Statement, which was included in the package (the "Solicitation Package") you are receiving with this Ballot (as well as the Plan, Disclosure Statement Order, and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them (a) at no charge from Kurtzman Carson Consultants LLC d/b/a Verita Global (the "Balloting Agent") by: (i) accessing Hopeman's restructuring website at <https://www.veritaglobal.net/hopeman>; (ii) writing to Hopeman Ballot Processing Center c/o Kurtzman Carson Consultants LLC d/b/a Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (iii) calling (877) 709-4752 (toll free) or +1 (424) 236-7232 (international); or (iv) or submitting an inquiry through Hopeman's restructuring website at <https://www.veritaglobal.net/hopeman/inquiry>; or (b) for a fee via PACER on the Bankruptcy Court's website at www.vaeb.uscourts.gov.

Please note that the Balloting Agent cannot provide legal advice or direct you to either accept (vote in favor of) or reject (vote against) the Plan. IF AN ADDITIONAL BALLOT IS NEEDED, PLEASE DO NOT PHOTOCOPY THIS BALLOT, BUT RATHER, REQUEST AN ADDITIONAL BALLOT FROM THE BALLOTING AGENT.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claim has been placed in Class 4 (Channeled Asbestos Claims) under the Plan. If you hold claims in more than one class, you will receive a ballot for each class in which you are entitled to vote.

If your ballot is not received by the Balloting Agent on or before 4:00 p.m., prevailing Eastern Time, on [●], 2025 and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

Each voting holder of an Asbestos Claim shall be deemed to have a single vote in the amount of \$1.00, which amount is solely for voting purposes and does not constitute an allowance or liquidation of such Asbestos Claim for purposes of distribution from the Asbestos Trust.

HOPEMAN BROTHERS, INC. INDIVIDUAL BALLOT FOR VOTING ON THE PLAN OF REORGANIZATION OF HOPEMAN BROTHERS, INC. UNDER CHAPTER 11 OF THE BANKRUPTCY CODE FOR CLASS 4 (CHANNELED ASBESTOS CLAIMS)	
<p>Read instructions accompanying this Ballot before completing. Print clearly.</p> <p>ITEM 1 – Plan Vote. Please mark one box below.</p> <p>The undersigned, a holder of an Asbestos Claim or his or her authorized agent:</p> <p><input type="checkbox"/> ACCEPTS / VOTES IN FAVOR OF the Plan</p> <p><input type="checkbox"/> REJECTS / VOTES AGAINST the Plan</p> <p>Your vote will be counted in accordance with the Plan and Solicitation Procedures for Class 4 (Channeled Asbestos Claims).</p> <p>ITEM 2 – Optional Release Election. If you voted to reject the Plan above, or if you abstained from voting on the Plan, check this box if you do not consent to the release contained in section 10.6 of the Plan. Election to withhold consent to the releases contained in section 10.6 of the Plan is at your option. If you submit your Ballot without this box checked, or if you do not submit your Ballot by the Voting and Release Opt Out Deadline, you will be deemed to have consented to the releases contained in section 10.6 of the Plan to the fullest extent permitted by applicable law. If you voted to accept the Plan above, (i) you will be deemed to consent to the releases contained in section 10.6 of the Plan to the fullest extent permitted by applicable law; and (ii) even if you check the box below, your election not to consent to the releases will not be counted.</p> <p><input type="checkbox"/> The undersigned elects not to consent to the releases contained in section 10.6 of the Plan.</p> <p>ITEM 32 – Claimant’s Name or Address Corrections, if any (Print Clearly):</p> <p>_____</p> <p>(Name) (Address 1)</p> <p>_____</p> <p>(Address 2)</p> <p>_____</p> <p>(City) (State) (Zip)</p>	<p>ITEM 54 – Claimant’s Telephone Number</p> <p>() - - - - -</p> <p>Do not include medical information with this ballot.</p> <p>By signing this Ballot, you certify that:</p> <p>I have the power and authority to vote to accept or reject the Plan.</p> <p>I have received a copy of the Disclosure Statement (with the Plan attached as an exhibit), this Individual Ballot, and the Combined Hearing Notice.</p> <p>Upon information and belief, I am a holder of an Asbestos Claim (as defined in the Plan) or an agent authorized to submit this Ballot on behalf of such holder.</p> <p>I understand that an otherwise properly completed, executed, and timely returned Ballot failing to indicate either acceptance or rejection of the Plan, or indicating both acceptance and rejection of the Plan, will not be counted.</p> <p>ITEM 65 – Signature/Authorization</p> <p>_____</p> <p>Signature of Claimant or Authorized Agent</p> <p>_____</p> <p>Print Name of Signatory</p> <p>_____</p> <p>If by Authorized Agent, Print Title of Agent</p> <p>_____</p> <p>Date</p> <p>Each voting holder of an Asbestos Claim shall be deemed to have a single vote in the amount of \$1.00, which amount is solely for voting purposes and does not constitute an allowance or liquidation of such Asbestos Claim for purposes of distribution from the Asbestos Trust.</p>

ITEM 43 – Last Four Digits of Injured Party’s Social Security Number - _ _ _ _	
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PLAN EXCULPATION, INJUNCTION, AND RELEASE PROVISIONS

The Disclosure Statement and the Plan must be referenced for a complete description of the exculpation, injunction, and release provisions included directly below.

Defined Terms

“**Asbestos Insurance Policy**” means the insurance policies identified on Exhibit H of the Plan and any other insurance policy of Hopeman, whether known or unknown, that provides or potentially provides coverage for any Channeled Asbestos Claim.

“**Asbestos Insurance Settlement**” means (a) the Certain Settling Insurers Agreement; (b), with the exception of the Certain Settling Insurers Agreement, each agreement that, prior to the Effective Date, has been entered into by an Asbestos Insurer and Hopeman with consent of the Committee and approved by Final Order of the Bankruptcy Court; or (c) any agreement that satisfies the requirements of clauses (a) through (c) of Section 8.17 of the Plan.

“**Asbestos Insurer**” means any Entity, including any insurance company, broker, or guaranty association, that has issued, or that has any actual or potential liabilities, duties or obligations under or with respect to any Asbestos Insurance Policy.

“**Certain Settling Insurers Agreement**” means the Settlement Agreement and Release, dated as of July 10, 2024 by and among Hopeman, Continental Casualty Company, Fidelity & Casualty Company, Lexington Insurance Company, Granite State Insurance Company, the Insurance Company of the State of Pennsylvania, National Union fire Insurance Company of Pittsburgh, PA, and General Reinsurance Corporation.

“**Committee**” means the Official Committee of Unsecured Creditors appointed by the Office of the United States Trustee for the Eastern District of Virginia in this Chapter 11 Case on July 22, 2024.

“**Entity**” means any Person or organization created by law, including, without limitation, any individual, company, corporation, limited liability company, partnership, association, joint stock company, joint venture, estate, trust, unincorporated organization, or government or any political subdivision thereof.

“**Exculpated Parties**” means, collectively, (a) Hopeman, (b) the Committee, solely in its capacity as such, (c) the Future Claimants’ Representative, solely in her capacity as such, and (d) Professionals of any of the foregoing Entities, solely in their capacity as such. **An Entity shall be an “Exculpated Party” only to the extent that it is a fiduciary that has performed duties in connection with the Chapter 11 Case.**

“**Hopeman**” means (a) Hopeman Brothers, Inc., a Virginia corporation, and its predecessors; and (b) the debtor and Debtor in Possession in the Chapter 11 Case.

“**Person**” means person as defined in section 101(41) of the Bankruptcy Code.

“**Protected Party**” means each of the following:

- (a) Hopeman or Reorganized Hopeman;
- (b) current and former directors, officers, or employees of Hopeman, or any past or present Affiliate of Hopeman, solely in their respective capacities as such; or
- (c) any Settled Asbestos Insurer, solely in its capacity as such.

“**Released Party**” means current and former directors, officers, or employees of Hopeman, or any past or present Affiliate of Hopeman, except Wayne, solely in their respective capacities as such.

“**Releasing Party**” means collectively: (a) all holders of Asbestos Claims ~~that vote to accept or are presumed to accept the Plan; and~~ (b) all holders of ~~Claims that abstain from voting on the Plan and who do not~~ Non-Asbestos Claims or Equity Interests who affirmatively opt ~~out of~~ in to the releases provided by the Plan by checking the box on the applicable form indicating that they opt ~~not~~ in to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; ~~(c) all holders of Claims and Interests that vote to reject the Plan or are deemed to reject the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; and (d) with respect to Hopeman and each of the foregoing Entities in clauses (a) through (c), such Entity and its current and former affiliates, and such Entities’ and their current and former affiliates’ current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), interest holders, predecessors, successors, and assigns.~~

“**Representative**” means, with respect to any specified Entity, any current or former officer, director, employee, agent, attorney, accountant, financial advisor, expert, consultant, or other representative of any specified Entity.

“**Settled Asbestos Insurer**” means any Asbestos Insurer that is a party to an Asbestos Insurance Settlement.

Section 10.2 Hopeman Discharge Injunction

Except as specifically provided in the Plan (including Section 8.12, Section 8.13, Section 8.15, and Section 8.16 of the Plan), any of the other Plan Documents, or the Confirmation Order, all Entities who have held, hold, or may hold Claims (including, to the fullest extent permitted by law, Asbestos Claims and Demands) against Hopeman are permanently enjoined, on and after the Effective Date, from: (a) commencing or continuing in any manner any action or other proceeding of any kind against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand, other than to enforce any right to a Distribution pursuant to the Plan or any other right provided under the Plan; (b) enforcing, attaching, collecting, or recovering by any manner or means of any judgment, award, decree, or order against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand; (c) creating, perfecting, or enforcing any Encumbrance of any kind against Hopeman, Reorganized Hopeman,

or their respective property with respect to such Claim or Demand; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due to Hopeman or against the property or interests in property of Hopeman, with respect to such Claim or Demand; and/or (e) commencing or continuing any action, in any manner, against Hopeman, Reorganized Hopeman, or their respective property that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order. The foregoing injunction shall extend to the successors of Hopeman (including, without limitation, Reorganized Hopeman) and their respective properties and interests in property. The discharge provided in this provision shall void any judgment obtained against Hopeman at any time, to the extent that such judgment relates to a discharged Claim or Demand.

Section 10.3 Asbestos Permanent Channeling Injunction

Pursuant to sections 105(a) and 524(g) of the Bankruptcy Code, and except as otherwise provided in the Plan (including Article VIII of the Plan), any of the other Plan Documents, and the Confirmation Order, the Confirmation Order shall provide for the issuance of the following injunction to take effect upon the occurrence of the Effective Date:

- (a) Scope of Injunction. All Entities that have held or asserted, or hold or assert, or may hold or assert in the future any Channeled Asbestos Claim shall be permanently stayed, restrained, and enjoined from taking any action for the purpose of directly, indirectly, or derivatively collecting, recovering, or receiving payment, satisfaction, or recovery on account of any such Channeled Asbestos Claim, including:
- (i) commencing, conducting, or continuing in any manner, directly, indirectly, or derivatively, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum against or affecting any Protected Party or any property or interest in property of any Protected Party;
 - (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Protected Party or any property or interest in property of any Protected Party;
 - (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any Encumbrance against any Protected Party or any property or interest in property of any Protected Party;
 - (iv) setting off, seeking reimbursement of, contribution from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability owed to any Protected Party or any property or interest in property of any Protected Party; and
 - (v) proceeding in any manner and in any place with regard to any matter that is within the scope of the matters designated by the Plan to be subject to resolution by the Asbestos Trust, except in conformity and compliance with the Asbestos Trust Agreement and the Asbestos Trust Distribution Procedures.

(b) Reservations. Notwithstanding anything to the contrary above, this Asbestos Permanent Channeling Injunction shall not stay, restrain, bar, or enjoin:

(i) the rights of Entities to the treatment accorded them under Article IV of the Plan, as applicable, including the rights of Channeled Asbestos Claimants to have their Channeled Asbestos Claims resolved in accordance with the Asbestos Trust Distribution Procedures;

(ii) the rights of Entities to assert any Channeled Asbestos Claim against the Asbestos Trust in accordance with the Asbestos Trust Distribution Procedures, or any claim for payment of an Asbestos Trust Expense against the Asbestos Trust;

(iii) the rights of Channeled Asbestos Claimants to assert any and all claims or causes of action against any Entities that are not Protected Parties;

(iv) the rights of the Asbestos Trust or, if applicable, Reorganized Hopeman to prosecute a claim or cause of action based on, arising from, or attributable to any of the Asbestos Trust Assets against any Entity that is not a Protected Party;

(v) any action or suit against Reorganized Hopeman (or, if deemed an indispensable party, the Asbestos Trust) or Wayne that strictly conforms to the requirements of Section 8.12 of the Plan;

(vi) any action, suit, or Claimant Action permitted or authorized under Section 8.13 of the Plan against any Non-Settling Asbestos Insurer; or

(vii) any claim, crossclaim, or third-party demand in a court of competent jurisdiction (including in any state court lawsuits) against Reorganized Hopeman (or, if deemed an indispensable party, the Asbestos Trust) or Wayne, or any direct action against any Non-Settling Asbestos Insurer of Hopeman or Wayne, in each case that strictly conforms to the requirements of Section 8.15 of the Plan.

Section 10.4 Exculpation

~~None~~ From and after the Petition Date through the Effective Date, and with the exception of claims related to any act or omission that is determined in a Final Order to have constituted gross negligence, knowing and intentional fraud, or willful misconduct, none of the Exculpated Parties shall have or incur any liability to any Entity for any act or omission in connection with, related to, or arising out of: (a) the Chapter 11 Case; (b) negotiation, formulation and preparation of the Plan and the other Plan Documents, and any of the terms and/or settlements and compromises reflected in the Plan and the other Plan Documents; (c) pursuit of confirmation of the Plan; (d) consummation of the Plan, or administration of the Plan or the property to be distributed under the Plan or the Asbestos Trust Distribution Procedures; or (e) the releases and injunctions contained in the Plan; ~~or (f) the management or operation of Hopeman during the Chapter 11 Case~~. Without limiting the generality of the foregoing, the Exculpated Parties shall be entitled to and granted the protections and benefits of section 1125(e) of the Bankruptcy Code.

Section 10.6 ~~Release of Hopeman's Directors and Officers~~ Mutual Releases by Releasing Parties in Addition to Protections Under the Asbestos Permanent Channeling Injunction

Except as provided in Section 8.13(c) and Section 8.15 of the Plan and in addition to the protections afforded to the Released Parties as Protected Parties under the Asbestos Permanent Channeling Injunction, and in consideration for the obligations of Hopeman and Reorganized Hopeman under the Plan, each Releasing Party and the Asbestos Trust shall waive and release any and all Causes of Action that such holder~~s~~ did commence or could have commenced against any such Released Party that is based upon, attributable to, or arising from any acts or omissions of Released Party occurring prior to the Effective Date ~~or~~ in any way attributable to Hopeman, Reorganized Hopeman, the Chapter 11 Case, or the Plan; provided, however, that, notwithstanding the foregoing, no release of the Released Parties shall diminish, reduce, or eliminate the duties of any Asbestos Insurer under any Asbestos Insurance Policy or any Asbestos CIP Agreement.

In exchange for holders of Non-Asbestos Claims or Equity Interests opting in to grant the release provided in this section 10.6 of the Plan, each Released Party shall waive and release any and all Causes of Action that such Released Party did commence or could have commenced against any such holders of Non-Asbestos Claims or Equity Interests that opted in that is based upon, attributable to, or arising from any acts or omissions of Releasing Parties occurring prior to the Effective Date in any way attributable to Hopeman, Reorganized Hopeman, the Chapter 11 Case, or the Plan; provided, however, that, notwithstanding the foregoing, no Released Party is waiving or releasing any rights or claims under any insurance policies that provide any type of coverage to such Released Party.

Section 10.8 No Actions on Account of Released Claims

Except as provided in the Plan, as of the Effective Date, all ~~Entities~~ Releasing Parties that have held, currently hold or may hold any claims, commitments, obligations, suits, judgments, damages, demands, debts, Causes of Action or liabilities that are released pursuant to the Plan shall be permanently enjoined from taking any of the following against a ~~released-Entity~~ Released Party, or any of its property, on account of such released claims, commitments, obligations, suits, judgments, damages, demands, debts, Causes of Action or liabilities: (i) commencing or continuing in any manner any action or other proceeding; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting or enforcing any Encumbrance; (iv) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability, or obligation due to any ~~released-Entity~~ Released Party; and (v) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan.

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

**Hopeman Ballot Processing Center
c/o Kurtzman Carson Consultants LLC d/b/a Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245**

If you would like to coordinate hand delivery of your Ballot, please submit your request by visiting Hopeman's restructuring website at: <https://www.veritaglobal.net/hopeman/inquiry> and provide the anticipated date and time of your delivery.

OR

Send your Ballot to the Balloting Agent's dedicated email address at hopemanballots@veritaglobal.com.

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

Holders of Claims who cast a Ballot via the Balloting Agent's dedicated email address should NOT also submit a paper Ballot.

IF THE BALLOTING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE 1 ● 2025, AT 4:00 P.M., (PREVAILING EASTERN TIME), AND IF THE VOTING AND RELEASE ~~OPT-OUT~~OPT-IN DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE PLAN PROPONENT'S DISCRETION.

VOTING INSTRUCTIONS FOR CLASS 4 (ASBESTOS CLAIMS)
INDIVIDUAL BALLOT

1. This Ballot is submitted to you in connection with the solicitation of votes of holders of Claims in Class 4 (Channeled Asbestos Claims) to accept (vote in favor of) or reject (vote against) the Plan. **Please read the Plan and Disclosure Statement carefully before completing this ballot. Digital copies of the Plan and Disclosure Statement can be found on the flash drive enclosed in the packet you received.** You may wish to seek legal advice concerning the Plan and the classification and treatment of your claim under the Plan.

2. **ITEM 1: Cast one vote to accept (vote in favor of) or reject (vote against) the Plan by checking the appropriate box.** If you submit a signed Ballot but fail to indicate whether you accept or reject the Plan or if you indicate that you accept and reject the Plan, your vote will not be counted as either an acceptance of the Plan or a rejection of the Plan.

~~3. **ITEM 2: If you voted to reject the Plan, or if you abstained from voting on the Plan, indicate whether you elect not to grant the release contained in section 10.6 of the Plan by checking the box. For more information regarding the Holders' Release of Hopeman's Directors and Officers contained in section 10.6 of the Plan, please refer to the Plan Exculpation, Injunction, and Release Provisions attached to the Ballot.**~~

~~63.~~ **ITEM ~~32~~:** Print or type the name of the claimant and provide the claimant's current mailing address.

~~74.~~ **ITEM ~~43~~:** Provide the last four digits of the injured person's Social Security number. If you do not so provide, the Ballot will not be counted.

~~85.~~ **ITEM ~~54~~:** Provide the telephone number for the claimant.

~~96.~~ **ITEM ~~65~~:** Item 6 of the Ballot requires you to provide certain certifications. By signing and returning a Ballot, the claimant/authorized agent certifies that the claimant, upon information and belief, holds an Asbestos Claim. If you are completing the Ballot on behalf of another person or entity, indicate your relationship to such person or entity and the capacity in which you are signing. Proof of such capacity is to be provided upon request.

~~107.~~ **SIGN AND DATE THE BALLOT.** Unsigned documents will not be counted.

~~118.~~ **RETURN ALL PAGES OF THE BALLOT IN THE PRE-ADDRESSED ENVELOPE.** Ballots transmitted by facsimile or other electronic means, will not be counted. Ballots delivered to the Bankruptcy Court, Hopeman, or any other person other than the Balloting Agent will not be counted.

~~129.~~ To have your vote counted, the Ballot must be completed, signed, dated, and returned so that it is *actually received* not later than **4:00 p.m. (prevailing Eastern Time), on [●], 2025** (the "Voting and Release ~~Opt-Out~~~~Opt-In~~ Deadline"), unless such time is extended by the Plan Proponents, as set forth in the Ballot.

~~1310.~~ This Ballot will not constitute or be deemed a Proof of Claim or Equity Interest, an assertion of a Claim or an Equity Interest, the Allowance of a Claim or an Equity Interest, or the

acceptance or liquidation of any Asbestos Claim for purposes of distribution from the Asbestos Trust. None of the information set forth in this Ballot shall constitute an admission by Hopeman as to the extent, validity, or priority of the Claim voted herein, nor shall anything contained herein be binding upon Hopeman or the claimant in any subsequent claims resolution process or other proceeding.

1411. If you are an individual and intend for your attorney to vote your Claim, you must return the completed Ballot to your attorney or arrange for your attorney to vote on your behalf well in advance of the Voting and Release ~~Opt-Out~~Opt-In Deadline, so that your vote may be included on a Master Ballot before the Voting and Release ~~Opt-Out~~Opt-In Deadline.

1512. The Ballot may not be used for any purpose other than to transmit a vote on the Plan.

1613. You must vote the full amount of your Class 4 Asbestos Claim either to accept/vote in favor of or to reject/vote against the Plan and may not split your vote. The vote of any holder of an Asbestos Claim who attempts partially to reject (vote against) and partially to accept (vote in favor of) the Plan shall not be counted.

1714. If you submit more than one Ballot voting the same Asbestos Claim prior to the Voting and Release ~~Opt-Out~~Opt-In Deadline, then only the last dated timely-filed Ballot shall be counted.

1815. The Balloting Agent is authorized in its sole and absolute discretion, but is not obligated, to contact you to cure any defects in the Ballot.

1916. This Ballot is for individual holders of Asbestos Claims only. If you believe that you have received the wrong Ballot, please contact the Balloting Agent immediately.

2017. The Plan will be found to have been accepted by Class 4 if it is accepted by more than seventy-five percent (75%) of holders of Asbestos Claims in Class 4 voting on the Plan. If an order confirming the Plan is issued by the Bankruptcy Court (or the District Court, as applicable), all holders of Equity Interests in, and any and all holders of Claims against, Hopeman (including those who reject the Plan, abstain from voting on the Plan, or are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

2118. To be counted, it is imperative that you sign and date your Ballot and that you provide the last four digits of the injured party's Social Security number. A Ballot that does not contain this required information will not be counted.

2219. Do not include medical records with this Ballot. Medical records cannot be returned by the Balloting Agent.

2320. If you have any questions regarding this Ballot, or if you did not receive a return envelope with your Ballot, or if you did not receive a copy of the Plan or Disclosure Statement, or if you believe you have received the wrong Ballot, or if you need additional copies of this Ballot or other enclosed materials, please contact the Balloting Agent at (877) 709-4752 (toll free) or +1 (424) 236-7232 (international) or send an inquiry to: <https://www.veritaglobal.net/hopeman/inquiry>.

To be counted, this Ballot must be actually received by the Balloting Agent by 4:00 p.m. (prevailing eastern time) on or before [●], 2025

EXHIBIT 2C

Form of Master Ballot
Class 4 (Channeled Asbestos Claims)

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

In re: : Chapter 11
HOPEMAN BROTHERS, INC., : Case No. 24-32428 (KLP)
Debtor. :
_____ :

MASTER BALLOT TO ACCEPT OR REJECT HOPEMAN’S PLAN

Class 4 (Asbestos Claims)

Please read and follow the enclosed instructions carefully before completing this Master Ballot.

To be counted, the Balloting Agent must *actually receive* your returned and completed Master Ballot by [●], 2025, at 4:00 pm (prevailing Eastern Time) (the “Voting and Release ~~Opt-Out~~Opt-In Deadline”).

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

This master ballot (the “Master Ballot”) is provided to you in your capacity as counsel for one or more holders of Asbestos Claims (each, a “Holder”) to solicit their votes to accept or reject the *Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as may be amended from time to time, the “Plan”) for Hopeman Brothers, Inc. (“Hopeman”).¹ The Plan is jointly proposed by Hopeman and the Official Committee of Unsecured Creditors (the “Committee,” and together with Hopeman, the “Plan Proponents”). The Bankruptcy Court for the Eastern District of Virginia (the “Bankruptcy Court”) has conditionally approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by order entered on [●], 2025 (the “Solicitation Procedures Order”). Bankruptcy Court’s conditional approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court.

Please use this Master Ballot to cast votes on behalf of your clients to accept or reject the Plan if (a) your clients are, as of [●], 2025 (the “Voting Record Date”), holders of Asbestos Claims against Hopeman and (b) you are authorized under applicable law by each of the holders of

¹ Capitalized terms used in this Ballot or the attached instructions that are not defined herein have the meanings given to them in the Plan.

Asbestos Claims listed on the Master Ballot Exhibit for Class 4 (Channeled Asbestos Claims) attached to this Master Ballot (the “Master Ballot Exhibit”) to vote on behalf of such holders.

The Plan provides for the issuance of the Asbestos Permanent Channeling Injunction pursuant to sections 105(a) and 524(g) of the Bankruptcy Code. For a description of the causes of action to be enjoined and the identities of the entities that would be subject to the injunction, see section VIII.H of the Disclosure Statement and Article X of the Plan. Article X of the Plan also proposes certain releases and exculpations, pursuant to which certain parties are released from liability or exculpated for a variety of claims.

Your clients’ rights are described in the Disclosure Statement, which was included in the package (the “Solicitation Package”) you are receiving with this Master Ballot (as well as the Plan, Disclosure Statement Order, and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them (a) at no charge from Kurtzman Carson Consultants LLC dba Verita Global (the “Balloting Agent”) by: (i) accessing Hopeman’s restructuring website at <https://www.veritaglobal.net/hopeman>; (ii) writing to Hopeman Ballot Processing Center c/o Kurtzman Carson Consultants LLC d/b/a Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (iii) calling (877) 709-4752 (toll free) or +1 (424) 236-7232 (international); or (iv) send an inquiry to: <https://www.veritaglobal.net/hopeman/inquiry>; or (b) for a fee via PACER on the Bankruptcy Court’s website at www.vaeb.uscourts.gov.

This Master Ballot is to be used by counsel only for voting on behalf of individual Holders of Asbestos Claims in Class 4 (Channeled Asbestos Claims). The Plan provides different treatment for different Classes of Claims or Equity Interests. Asbestos Claims (as defined in the Plan) are included in Class 4 under the Plan. This treatment also is described in the Disclosure Statement. **If you have any questions on how to complete this Master Ballot properly, please refer to the attached instructions.**

If your Master Ballot is not received by the Balloting Agent on or before 4:00 p.m., prevailing Eastern Time, on [●], 2025, and such deadline is not extended, the votes registered on your Master Ballot will not count as either an acceptance or a rejection of the Plan. If the Plan is confirmed by the Bankruptcy Court, it will be binding on your clients whether or not you vote on their behalf.

With respect to any Holder of an Asbestos Claim you represent, if you: (i) are unable to certify that you have the authority to vote on the Plan on behalf of such Holder, or (ii) wish such Holder to cast his or her own Ballot on the Plan, you must furnish the Balloting Agent with a list setting forth the name and address for each such Holder within five (5) business days of receiving a copy of this Ballot; provided, that, if such list contains more than twenty (20) such holders, such information must be provided in electronic format by email or secure file transfer, preferably in Microsoft Excel format.

Master Ballots transmitted by facsimile or electronic means other than the Balloting Agent’s dedicated email address will not be counted. Master Ballots delivered to the Bankruptcy Court, Hopeman, or any other person other than the Balloting Agent will not be counted.

If an order confirming the Plan is issued by the Bankruptcy Court, all holders of Claims against, and Equity Interests in, Hopeman (including those who vote to reject the Plan, abstain from voting on the Plan, or are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

Instructions for completing the Master Ballot follow the Master Ballot. Please read the instructions, the Plan, and Disclosure Statement carefully before completing the Master Ballot.

If an additional Master Ballot is needed, please do not photocopy this Masters Ballot, but rather request an additional Master Ballot from the Balloting Agent.

Please complete the following:

ITEM 1. TABULATION OF VOTES WITH RESPECT TO THE PLAN.

Each Holder of an Asbestos Claim must vote his or her entire Claim either to accept (vote in favor of) or reject (vote against) the Plan. A Holder of an Asbestos Claim may not split his or her vote within a Class. Accordingly, the vote of any Holder of an Asbestos Claim who attempts to partially reject and partially accept the Plan shall not be counted. If the Master Ballot is signed and timely sent to the Balloting Agent but does not designate either acceptance or rejection of the Plan (or indicates both acceptance *and* rejection of the Plan) for any particular Claim, the Master Ballot will not be counted as a vote on the Plan solely with respect to that Claim. If you cast more than one Master Ballot and vote more than once on account of the same individual Asbestos Claim, the latest-dated Master Ballot received before the Voting and Release ~~Opt-Out~~Opt-In Deadline will be deemed to reflect the Holder's intent and thus to supersede any prior Master Ballots with respect to such Holder.

The Balloting Agent is authorized in its sole and absolute discretion, but is not obligated, to contact you to cure any defects in the Master Ballot. Only those Master Ballots *actually received* by the Voting and Release ~~Opt-Out~~Opt-In Deadline will be tabulated.

For claimants holding an Asbestos Claim in Class 4 (Channeled Asbestos Claims) please mark one of the boxes below:

- All Class 4 Asbestos Claims listed on the Master Ballot Exhibit **ACCEPT (VOTE IN FAVOR OF)** the Plan.
- All Class 4 Asbestos Claims listed on the Master Ballot Exhibit **REJECT (VOTE AGAINST)** the Plan.
- Some of the individuals listed on the Master Ballot Exhibit **ACCEPT (VOTE IN FAVOR OF)** the Plan while other individuals listed on the Master Ballot Exhibit **REJECT (VOTE AGAINST)** the Plan.

ITEM 2. SUMMARY OF VOTES. Please summarize the votes of the holders of Asbestos Claims for whom you are voting on the table below.

<p style="text-align: center;">Number of Votes ACCEPTING/ VOTING IN FAVOR OF Plan</p>	<p style="text-align: center;">Number of Votes REJECTING/ VOTING AGAINST Plan</p>	<p style="text-align: center;">Number of Elections to Opt-Out of the Holders'² Release of Hopeman's Directors and Officers¹</p>

ITEM 3. EXHIBIT OF INDIVIDUAL HOLDERS OF ASBESTOS CLAIMS REPRESENTED BY COUNSEL. Please prepare and complete the Master Ballot Exhibit. The Master Ballot Exhibit shall be prepared as an electronic document in Microsoft Excel or similar format, consistent with the format attached hereto, and be transmitted to the Balloting Agent via email or secure file transfer. An electronic template of the Master Ballot Exhibit is available from the Balloting Agent upon request. The Master Ballot Exhibit must include the following information: (i) the name of the injured party (with first name, last name, middle initial, and suffix listed in separate columns); (ii) the last four digits of the injured party's Social Security number, (iii) date of birth; (iv) date of death, if applicable, (v) whether each individual holder of an Asbestos Claim had an agreed upon prepetition settlement amount that, for whatever reason, was not paid by Hopeman as of the Petition Date; ~~and (vi) whether each individual holder of an Asbestos Claim who either voted to reject the Plan or abstained from voting on the Plan elects not to consent to the release contained in section 10.6 of the Plan; and (vii)~~ whether each individual Holder of an Asbestos Claim votes to accept (votes in favor of) or reject (votes against) the Plan. Any vote on behalf of a Holder of an Asbestos Claim submitted without inclusion of the name and the last four digits of a valid Social Security number of the claimant (or the injured person, if different from the claimant) will not be counted.

ITEM 4. CERTIFICATION OF COUNSEL: REQUIRED CERTIFICATIONS REGARDING ASBESTOS CLAIMS. No vote for or against the Plan by or on behalf of a Holder of an Asbestos Claim shall be counted by the Balloting Agent unless the Master Ballot reflecting such vote is submitted to the Balloting Agent with written certifications, in the form contained on the Master Ballot. By signing this Master Ballot, the undersigned certifies that the following statements are true and correct:

¹. ~~Only applicable for holders of Asbestos Claims who vote to reject the Plan or abstain from voting on the Plan.~~

- I have been provided with a copy of the Disclosure Statement (with the Plan attached as an exhibit), this Master Ballot, and the Combined Hearing Notice.
- I am authorized under applicable law by each of the holders of the Asbestos Claims listed on the Master Ballot Exhibit accompanying this Master Ballot to vote each of their Asbestos Claims to accept or reject the Plan, as indicated on the exhibit.
- Each holder identified on the exhibit attached hereto has, on information and belief, an Asbestos Claim (as defined in the Plan) against Hopeman.
- I acknowledge that an otherwise properly completed, executed, and timely returned Master Ballot failing to indicate either acceptance or rejection of the Plan for each holder listed on the Master Ballot Exhibit, or the same indicates both acceptance and rejection of the Plan, will not be counted.

Print or Type Name of Attorney Completing Ballot

Law Firm

Street Address

City, State and Zip Code

() ()

Telephone Number Facsimile Number

Email Address for Acknowledgement

SIGN AND DATE BELOW:

Please check if applicable:

Signature

Address correction

Date

Address not previously provided

PLAN EXCULPATION, INJUNCTION, AND RELEASE PROVISIONS

The Disclosure Statement and the Plan must be referenced for a complete description of the exculpation, injunction, and release provisions included directly below.

Defined Terms

“**Asbestos Insurance Policy**” means the insurance policies identified on Exhibit H of the Plan and any other insurance policy of Hopeman, whether known or unknown, that provides or potentially provides coverage for any Channeled Asbestos Claim.

“**Asbestos Insurance Settlement**” means (a) the Certain Settling Insurers Agreement; (b), with the exception of the Certain Settling Insurers Agreement, each agreement that, prior to the Effective Date, has been entered into by an Asbestos Insurer and Hopeman with consent of the Committee and approved by Final Order of the Bankruptcy Court; or (c) any agreement that satisfies the requirements of clauses (a) through (c) of Section 8.17 of the Plan.

“**Asbestos Insurer**” means any Entity, including any insurance company, broker, or guaranty association, that has issued, or that has any actual or potential liabilities, duties or obligations under or with respect to any Asbestos Insurance Policy.

“**Certain Settling Insurers Agreement**” means the Settlement Agreement and Release, dated as of July 10, 2024, by and among Hopeman, Continental Casualty Company, Fidelity & Casualty Company, Lexington Insurance Company, Granite State Insurance Company, the Insurance Company of the State of Pennsylvania, National Union fire Insurance Company of Pittsburgh, PA, and General Reinsurance Corporation.

“**Committee**” means the Official Committee of Unsecured Creditors appointed by the Office of the United States Trustee for the Eastern District of Virginia in this Chapter 11 Case on July 22, 2024.

“**Entity**” means any Person or organization created by law, including, without limitation, any individual, company, corporation, limited liability company, partnership, association, joint stock company, joint venture, estate, trust, unincorporated organization, or government or any political subdivision thereof.

“**Exculpated Parties**” means, collectively, (a) Hopeman, (b) the Committee, solely in its capacity as such, (c) the Future Claimants’ Representative, solely in her capacity as such, and (d) Professionals of any of the foregoing Entities, solely in their capacity as such. **[An Entity shall be an “Exculpated Party” only to the extent that it is a fiduciary that has performed duties in connection with the Chapter 11 Case.](#)**

“**Hopeman**” means (a) Hopeman Brothers, Inc., a Virginia corporation, and its predecessors; and (b) the debtor and Debtor in Possession in the Chapter 11 Case.

“**Person**” means person as defined in section 101(41) of the Bankruptcy Code.

“Protected Party” means each of the following:

1. Hopeman or Reorganized Hopeman;
2. current and former directors, officers, or employees of Hopeman, or any past or present Affiliate of Hopeman, solely in their respective capacities as such; or
3. any Settled Asbestos Insurer, solely in its capacity as such.

“Released Party” means current and former directors, officers, or employees of Hopeman, or any past or present Affiliate of Hopeman, except Wayne, solely in their respective capacities as such.

“Releasing Party” means collectively: (a) all holders of Asbestos Claims ~~that vote to accept or are presumed to accept the Plan; and~~ (b) all holders of ~~Claims that abstain from voting on the Plan and who do not~~ Non-Asbestos Claims or Equity Interests who affirmatively opt ~~out of~~ in the releases provided by the Plan by checking the box on the applicable form indicating that they opt ~~not~~ in to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; ~~(c) all holders of Claims and Interests that vote to reject the Plan or are deemed to reject the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; and (d) with respect to Hopeman and each of the foregoing Entities in clauses (a) through (c), such Entity and its current and former affiliates, and such Entities’ and their current and former affiliates’ current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), interest holders, predecessors, successors, and assigns.~~

“Representative” means, with respect to any specified Entity, any current or former officer, director, employee, agent, attorney, accountant, financial advisor, expert, consultant, or other representative of any specified Entity.

“Settled Asbestos Insurer” means any Asbestos Insurer that is a party to an Asbestos Insurance Settlement.

Section 10.2 Hopeman Discharge Injunction

Except as specifically provided in the Plan (including Section 8.12, Section 8.13, Section 8.15, and Section 8.16 of the Plan), any of the other Plan Documents, or the Confirmation Order, all Entities who have held, hold, or may hold Claims (including, to the fullest extent permitted by law, Asbestos Claims and Demands) against Hopeman are permanently enjoined, on and after the Effective Date, from: (a) commencing or continuing in any manner any action or other proceeding of any kind against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand, other than to enforce any right to a Distribution pursuant to the Plan or any other right provided under the Plan; (b) enforcing, attaching, collecting, or recovering by any manner or means of any judgment, award, decree, or order against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand; (c) creating, perfecting, or enforcing any Encumbrance of any kind against Hopeman, Reorganized Hopeman,

or their respective property with respect to such Claim or Demand; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due to Hopeman or against the property or interests in property of Hopeman, with respect to such Claim or Demand; and/or (e) commencing or continuing any action, in any manner, against Hopeman, Reorganized Hopeman, or their respective property that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order. The foregoing injunction shall extend to the successors of Hopeman (including, without limitation, Reorganized Hopeman) and their respective properties and interests in property. The discharge provided in this provision shall void any judgment obtained against Hopeman at any time, to the extent that such judgment relates to a discharged Claim or Demand.

Section 10.3 Asbestos Permanent Channeling Injunction

Pursuant to sections 105(a) and 524(g) of the Bankruptcy Code, and except as otherwise provided in the Plan (including Article VIII of the Plan), any of the other Plan Documents, and the Confirmation Order, the Confirmation Order shall provide for the issuance of the following injunction to take effect upon the occurrence of the Effective Date:

- (a) Scope of Injunction. All Entities that have held or asserted, or hold or assert, or may hold or assert in the future any Channeled Asbestos Claim shall be permanently stayed, restrained, and enjoined from taking any action for the purpose of directly, indirectly, or derivatively collecting, recovering, or receiving payment, satisfaction, or recovery on account of any such Channeled Asbestos Claim, including:
- (i) commencing, conducting, or continuing in any manner, directly, indirectly, or derivatively, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum against or affecting any Protected Party or any property or interest in property of any Protected Party;
 - (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Protected Party or any property or interest in property of any Protected Party;
 - (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any Encumbrance against any Protected Party or any property or interest in property of any Protected Party;
 - (iv) setting off, seeking reimbursement of, contribution from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability owed to any Protected Party or any property or interest in property of any Protected Party; and
 - (v) proceeding in any manner and in any place with regard to any matter that is within the scope of the matters designated by the Plan to be subject to resolution by

the Asbestos Trust, except in conformity and compliance with the Asbestos Trust Agreement and the Asbestos Trust Distribution Procedures.

(b) Reservations. Notwithstanding anything to the contrary above, this Asbestos Permanent Channeling Injunction shall not stay, restrain, bar, or enjoin:

(i) the rights of Entities to the treatment accorded them under Article IV of the Plan, as applicable, including the rights of Channeled Asbestos Claimants to have their Channeled Asbestos Claims resolved in accordance with the Asbestos Trust Distribution Procedures;

(ii) the rights of Entities to assert any Channeled Asbestos Claim against the Asbestos Trust in accordance with the Asbestos Trust Distribution Procedures, or any claim for payment of an Asbestos Trust Expense against the Asbestos Trust;

(iii) the rights of Channeled Asbestos Claimants to assert any and all claims or causes of action against any Entities that are not Protected Parties;

(iv) the rights of the Asbestos Trust or, if applicable, Reorganized Hopeman to prosecute a claim or cause of action based on, arising from, or attributable to any of the Asbestos Trust Assets against any Entity that is not a Protected Party;

(v) any action or suit against Reorganized Hopeman (or, if deemed an indispensable party, the Asbestos Trust) or Wayne that strictly conforms to the requirements of Section 8.12 of the Plan;

(vi) any action, suit, or Claimant Action permitted or authorized under Section 8.13 of the Plan against any Non-Settling Asbestos Insurer; or

(vii) any claim, crossclaim, or third-party demand in a court of competent jurisdiction (including in any state court lawsuits) against Reorganized Hopeman (or, if deemed an indispensable party, the Asbestos Trust) or Wayne, or any direct action against any Non-Settling Asbestos Insurer of Hopeman or Wayne, in each case that strictly conforms to the requirements of Section 8.15 of the Plan.

Section 10.4 Exculpation

~~None~~ From and after the Petition Date through the Effective Date, and with the exception of claims related to any act or omission that is determined in a Final Order to have constituted gross negligence, knowing and intentional fraud, or willful misconduct, none of the Exculpated Parties shall have or incur any liability to any Entity for any act or omission in connection with, related to, or arising out of: (a) the Chapter 11 Case; (b) negotiation, formulation and preparation of the Plan and the other Plan Documents, and any of the terms and/or settlements and compromises reflected in the Plan and the other Plan Documents; (c) pursuit of confirmation of the Plan; (d) consummation of the Plan, or administration of the Plan or the property to be distributed under the Plan or the Asbestos Trust Distribution Procedures; or (e) the releases and injunctions contained in the Plan; ~~or (f) the management or operation of Hopeman during the~~

Chapter 11 Case. Without limiting the generality of the foregoing, the Exculpated Parties shall be entitled to and granted the protections and benefits of section 1125(e) of the Bankruptcy Code.

Section 10.6 ~~Release of Hopeman's Directors and Officers~~ Mutual Releases by Releasing Parties in Addition to Protections Under the Asbestos Permanent Channeling Injunction

Except as provided in Section 8.13(c) and Section 8.15 of the Plan and in addition to the protections afforded to the Released Parties as Protected Parties under the Asbestos Permanent Channeling Injunction, and in consideration for the obligations of Hopeman and Reorganized Hopeman under the Plan, each Releasing Party and the Asbestos Trust shall waive and release any and all Causes of Action that such holder~~s~~ did commence or could have commenced against any such Released Party that is based upon, attributable to, or arising from any acts or omissions of Released Party occurring prior to the Effective Date ~~or~~ in any way attributable to Hopeman, Reorganized Hopeman, the Chapter 11 Case, or the Plan; provided, however, that, notwithstanding the foregoing, no release of the Released Parties shall diminish, reduce, or eliminate the duties of any Asbestos Insurer under any Asbestos Insurance Policy or any Asbestos CIP Agreement.

In exchange for holders of Non-Asbestos Claims or Equity Interests opting in to grant the release provided in this section 10.6 of the Plan, each Released Party shall waive and release any and all Causes of Action that such Released Party did commence or could have commenced against any such holders of Non-Asbestos Claims or Equity Interests that opted in that is based upon, attributable to, or arising from any acts or omissions of Releasing Parties occurring prior to the Effective Date in any way attributable to Hopeman, Reorganized Hopeman, the Chapter 11 Case, or the Plan; provided, however, that, notwithstanding the foregoing, no Released Party is waiving or releasing any rights or claims under any insurance policies that provide any type of coverage to such Released Party.

Section 10.8 No Actions on Account of Released Claims

Except as provided in the Plan, as of the Effective Date, all ~~Entities~~ **Releasing Parties** that have held, currently hold or may hold any claims, commitments, obligations, suits, judgments, damages, demands, debts, Causes of Action or liabilities that are released pursuant to the Plan shall be permanently enjoined from taking any of the following against a ~~released-Entity~~ **Released Party**, or any of its property, on account of such released claims, commitments, obligations, suits, judgments, damages, demands, debts, Causes of Action or liabilities: (i) commencing or continuing in any manner any action or other proceeding; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting or enforcing any Encumbrance; (iv) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability, or obligation due to any ~~released-Entity~~ **Released Party**; and (v) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan.

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

**Hopeman Ballot Processing Center
c/o Kurtzman Carson Consultants LLC d/b/a Verita Global
222 N. Pacific Coast Highway, Suite 300**

El Segundo, CA 90245

If you would like to coordinate hand delivery of your Ballot, please submit your request by visiting Hopeman's restructuring website at: <https://www.veritaglobal.net/hopeman/inquiry> and provide the anticipated date and time of your delivery.

OR

Send your Master Ballot to the Balloting Agent's dedicated email address at hopemanballots@veritaglobal.com.

The dedicated email address is the sole manner in which Master Ballots will be accepted via electronic or online transmission, and Master Ballots submitted by facsimile, or other means of electronic transmission will not be counted.

If you cast your Master Ballot via the Balloting Agent's dedicated email address, you should NOT also submit a paper Master Ballot.

IF THE BALLOTING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE 1 ● 1 2025, AT 4:00 P.M., (PREVAILING EASTERN TIME), AND IF THE VOTING AND RELEASE ~~OPT-OUT~~OPT-IN DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE PLAN PROPONENT'S DISCRETION.

**VOTING INSTRUCTIONS FOR COMPLETING
MASTER BALLOT FOR CLASS 4 ASBESTOS CLAIMS**

1. This Master Ballot is submitted to you in connection with the solicitation of votes of individual holders of Asbestos Claims to accept or reject the Plan. The Disclosure Statement and Plan are being provided to you on the enclosed flash drive unless otherwise requested. Capitalized terms used but not defined in this Master Ballot shall have the meanings given in the Plan. **Please read the Plan and Disclosure Statement carefully before completing the Master Ballot.**

2. This Master Ballot is to be used by counsel for individual holders of Asbestos Claims who are authorized to vote on behalf of those clients to accept or reject the Plan.

3. To have the votes reflected on the Master Ballot counted, the Master Ballot must be completed, dated, signed, and returned so that it is *actually received* by the Balloting Agent, not later than **4:00 p.m. (prevailing Eastern Time), on [●], 2025** (the “Voting and Release ~~Opt-Out~~Opt-In Deadline”), unless such time is extended by the Plan Proponents, as set forth in the Master Ballot

4. Ballots transmitted by facsimile or other electronic means will not be counted. However, the Balloting Agent may, in its sole discretion, grant any person or entity submitting a Master Ballot permission in writing to submit such Master Ballot by electronic transmission. Ballots delivered to the Bankruptcy Court, Hopeman, or any other person other than the Balloting Agent will not be counted.

5. This Master Ballot will not constitute or be deemed a Proof of Claim or Equity Interest, an assertion of a Claim or an Equity Interest, the Allowance of a Claim or an Equity Interest, or the acceptance or liquidation of any Asbestos Claim for purposes of distribution from the Asbestos Trust. None of the information set forth in this Master Ballot shall constitute an admission by Hopeman as to the extent, validity, or priority of the Claim voted herein, nor shall anything contained herein be binding upon Hopeman or the claimant in any subsequent claims resolution process or other proceeding.

6. The Master Ballot may not be used for any purpose other than to transmit the votes to accept/in favor of or reject/against the Plan.

7. Multiple Master Ballots may be completed and delivered to the Balloting Agent. Votes reflected by multiple Master Ballots will be counted except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the last dated Master Ballot received prior to the Voting and Release ~~Opt-Out~~Opt-In Deadline will, to the extent of such inconsistency, govern. If more than one Master Ballot is submitted and the later Master Ballot(s) supplement(s) rather than duplicate(s) earlier Master Ballot(s), please designate the subsequent Master Ballot(s) as “Supplement” and clearly mark which of the votes reflected thereon are additional or changed votes. Notwithstanding the foregoing, if two votes are received for the same claimant, and the votes are filed by different counsel, the claimant’s vote will be counted only once, and only if the votes are consistent. If the votes are not consistent, neither vote will be counted.

8. Each holder of an Asbestos Claim must vote his or her entire Claim either to accept (vote in favor of) or to reject (vote against) the Plan. A holder of an individual Asbestos Claim may not split his or her vote within a Class. Accordingly, any Asbestos Claim that purports to partially reject and partially accept the Plan shall not be counted at all as a vote. With respect to each holder of an Asbestos Claim that has authorized you to vote his or her Asbestos Claim on the Master Ballot, you must clearly designate either acceptance or rejection of the Plan. If this Master Ballot is signed and timely received by the Balloting Agent but does not designate either acceptance or rejection of the Plan, or both acceptance *and* rejection of the Plan for any particular Claim, it shall not be counted as a vote on the Plan as to that Claim. The Balloting Agent is authorized in its sole and absolute discretion, but is not obligated, to contact you to cure any defects in the Master Ballot. Only those Master Ballots *actually received* by the Voting and Release ~~Opt-Out~~Opt-In Deadline will be tabulated.

9. Each Asbestos Claim shall be counted in the amount of **\$1.00**, which amount is solely for purposes of voting on the Plan and does not constitute an allowance or liquidation of such Asbestos Claim for purposes of distribution from the Asbestos Trust or any other purpose.

10. Completion of this Master Ballot requires that you compile a Master Ballot Exhibit (in the format attached hereto), certifying a list of the clients represented by you who have Asbestos Claims.

ITEM 1

11. Item 1 of the Master Ballot requires you to indicate which of your clients, as the holders of an Asbestos Claim listed on the Master Ballot Exhibit (the "Voting Clients"), accept (vote in favor of) the Plan and which of your clients listed on the Master Ballot Exhibit reject (vote against) the Plan. If all your Voting Clients listed have authorized you to accept the Plan, you may check the box indicating the same. If all your clients listed have authorized you to reject the Plan, you may check the box indicating the same. If some of your clients listed have authorized you to accept the Plan, while others have authorized you to reject the Plan, please check the box indicating the same.

ITEM 2

12. Item 2 of the Master Ballot also requires you to complete a summary of the votes to accept (vote in favor of) or to reject (vote against) the Plan, as well as indicate the summary of holders of Asbestos Claims who ~~(i) either~~ voted to reject the Plan or abstained from voting on the Plan; and ~~(ii) elects to opt-out of the Holders' Release of Hopeman's Directors and Officers as contained in section 10.6 of the~~ Plan. To complete Item 2, first prepare the Master Ballot Exhibit, taking care to specify for each of your clients whether such client accepts (votes in favor of) or rejects (votes against) the Plan. Use the table in Item 2 to summarize these totals.

ITEM 3

13. Item 3 of the Master Ballot requires you to attach a Master Ballot Exhibit to the Master Ballot, listing each holder of an Asbestos Claim that you represent. The Master Ballot Exhibit, the format of which is attached hereto, must clearly identify your law firm on each page

and list in separate columns the following information for each holder of an Asbestos Claim on whose behalf you are voting: (i) the name of the injured party (with first name, last name, middle initial, and suffix listed in separate columns); (ii) the last four digits of the injured party's Social Security number; (iii) date of birth; (iv) date of death, if applicable; (v) an address for service of notices (which can be the address of the law firm representing the holder); and (vi) whether each individual holder of an Asbestos Claim votes to accept (vote in favor of) or to reject (vote against) the Plan. Any vote on behalf of a holder of an Asbestos Claim submitted without inclusion of the name and the last four digits of a valid Social Security number of such claimant (or of the injured person, if different from the claimant) will not be counted. You must state the total number of acceptances and total number of rejections by the holders of Asbestos Claims that you represent, as reflected in the Master Ballot Exhibit.

14. If you are returning the Master Ballot via first class mail, overnight courier, or hand delivery, the Master Ballot Exhibit must be submitted on a flash drive in Microsoft Excel or similar format and enclosed with the Master Ballot.

15. If you are submitting the Master Ballot via the dedicated email address (hopemanballots@veritaglobal.com), the Master Ballot Exhibit must be submitted in electronic format pursuant to the Solicitation Procedures instructions enclosed.

ITEM 4

16. Item 4 requires that you make certain certifications as a prerequisite to the submission of votes on behalf of voting clients. Please ensure that you have read and understood the certifications prior to signing the Master Ballot, and that the certification is correct for each Asbestos Claim voted on the Master Ballot.

17. Please sign and date your Master Ballot.

18. Provide your name, mailing address, and telephone number.

19. Contact the Balloting Agent if you need any additional information.

20. The Plan will be found to have been accepted by Class 4 if it is accepted by more than seventy-five percent (75%) of holders of Asbestos Claims in Class 4 voting on the Plan. If an order confirming the Plan is issued by the Bankruptcy Court (or the District Court, as applicable), all holders of Equity Interests in, and any and all holders of Claims against, Hopeman (including those who reject the Plan, abstain from voting on the Plan, or are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

21. Nothing contained herein or in the enclosed documents shall constitute authority for you or any other person to act as the agent of Hopeman or the Balloting Agent or authorize you or any other person to use any document or make any statements on behalf of Hopeman or the Balloting Agent with respect to the Plan, except for the statements contained in the enclosed documents.

22. Except as provided herein, Master Ballots transmitted by facsimile or other electronic means shall not be counted.

23. Do not include medical records with this Master Ballot. Medical records cannot be returned by the Balloting Agent.

24. If you have any questions regarding this Master Ballot, or if you did not receive a return envelope with your Master Ballot, or if you did not receive a copy of the Plan or Disclosure Statement, or if you believe you have received the wrong Master Ballot, or if you need additional copies of this Master Ballot or other enclosed materials, please contact the Balloting Agent at (877) 709-4752 (toll free) or +1 (424) 236-7232 (international) or by submitting an inquiry here: <https://www.veritaglobal.net/hopeman/inquiry>.

**To be counted, this ballot must be actually received by the Balloting Agent by
4:00 p.m. (prevailing eastern time) on [●], 2025**

MASTER BALLOT EXHIBIT FOR CLASS 4 (ASBESTOS CLAIMS)

All holders of Asbestos Claims represented by: _____
 Plaintiff's Law Firm

Last Name (Injured Party)	First Name	M.I.	Suffix	Soc. Sec. No. (Last 4 Digits)	Date of Birth	Date of Death (if applicable)	Accept/Vote in Favor or Reject/Vote Against	Elects to Opt-Out of Holders' Release of Hopeman's Directors and Officers?¹
							<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject	
							<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject	
							<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject	
							<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject	
							<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject	
							<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject	
							<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject	
							<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject	
							<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject	
							<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject	
							<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject	

Total Acceptances/Votes in Favor:

Total Rejections/Votes Against:

¹ Only applicable to holders of Asbestos Claims who vote to reject the Plan or abstain from voting on the Plan.

EXHIBIT 3

Notice of Non-Voting Status

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

In re: :
 :
 : Chapter 11
HOPEMAN BROTHERS, INC., :
 :
 : Case No. 24-32428 (KLP)
Debtor. :
 :

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

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

PLEASE TAKE NOTICE THAT, on [●], 2025, Hopeman Brothers, Inc. (“Hopeman”) and the Official Committee of Unsecured Creditors (the “Committee”, and together with Hopeman, the “Plan Proponents”) filed the *Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as may be modified from time to time, the “Plan”) and the *Disclosure Statement with Respect to the Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as may be modified from time to time, the “Disclosure Statement”).

On [●], 2025, the Court entered an order [Docket No. [●]] (the “Solicitation Procedures Order”)¹ (a) conditionally approving the Disclosure Statement as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code, (b) approving the Solicitation Procedures, (c) approving the solicitation materials and notices to be distributed in connection with the solicitation of the Plan, and (d) authorizing Hopeman to solicit votes on the Plan, among other things.

You are receiving this notice because you are or may be a Holder of a Claim against or Equity Interest in Hopeman that is not entitled to vote on the Plan.

If you believe you are a holder of an Asbestos Claim (including any Asbestos Indirect Claim) or a General Unsecured Claim, you may file a motion (a “Rule 3018 Motion”), in accordance with Bankruptcy Rule 3018(a), for an order temporarily allowing your Claim for purposes of voting to accept or reject the Plan. You must serve such Rule 3018 Motion on the Plan Proponents so that it is actually received by them no later than 14 calendar days

¹ Capitalized terms used but no defined herein have the meanings given to them in the Plan, Disclosure Statement, or Disclosure Statement order, as applicable.

after service of the Solicitation Package (the “3018 Motion Deadline”). Any Rule 3018 Motions will be heard by the Court at or before the Combined Hearing (as defined below). If the Court grants a timely filed Rule 3018 Motion and temporarily allows your Claim in a specified amount, that temporarily allowed amount will be for voting purposes only, and not for purposes of allowance or distribution.

The hearing at which the Court will consider approval of the Disclosure Statement on a final basis and confirmation of the Plan (the “Combined Hearing”) will be held on [●], 2025 at [●] a.m./p.m. (prevailing Eastern Time) before the Honorable Keith L. Phillips in the United States Bankruptcy Court for the Eastern District of Virginia, 701 East Broad Street, Courtroom 5100, Richmond, Virginia 23219-1888. The Combined Hearing may be continued or adjourned from time to time by the Court or the Plan Proponents without further notice other than as may be announced in open court or by notice filed on the docket in this chapter 11 case.

Objection Deadline. The deadline for filing objections to final approval of the Disclosure Statement and confirmation of the Plan is [●], 2025, at 4:00 p.m. (prevailing Eastern Time) (the “Confirmation Objection Deadline”). All objections to final approval of the Disclosure Statement and confirmation of the Plan **must** (a) be in writing, (b) set forth in detail the name and address of any party filing the objection, the grounds for the objection, any relevant and admissible evidence in support of the objection, and the amount of the objector’s claim(s) or such other grounds that give the objector standing to assert the objection, (c) conform to the Bankruptcy Rules and the Bankruptcy Local Rules, (d) be filed with the Court, and (e) served in accordance with the Bankruptcy Rules and Bankruptcy Local Rules upon the Notice Parties (defined below) so as to be actually received on or before the Confirmation Objection Deadline. *Any objection not properly and timely filed shall be deemed to be waived and to be consent to the entry of an order confirming the Plan.*

Objections to confirmation of the Plan must be served on the following parties (the “Notice Parties”):

- a. Counsel to Hopeman: Hunton Andrews Kurth LLP, (i) Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, VA 23219 (Attn: Tyler P. Brown (tpbrown@HuntonAK.com) and Henry P. (Toby) Long, III (hlong@HuntonAK.com)) and (ii) 600 Travis Street, Suite 4200, Houston, TX 77002 (Attn: Joseph P. Rovira (josephrovira@HuntonAK.com) and Catherine A. Rankin (crankin@HuntonAK.com)).
- b. Counsel to the Committee: Caplin & Drysdale, Chartered, 1200 New Hampshire Avenue, NW, 8th Floor, Washington, DC 20036 (Attn: Kevin C. Maclay (kmaclay@capdale.com), Todd E. Phillips (tphillips@capdale.com), Jeffrey A. Liesemer (jliesemer@capdale.com), and Nathaniel R. Miller (nmiller@capdale.com)).
- c. Future ~~Claimants~~Claimants’ Representative: Campbell & Levine, LLC, 222 Delaware Avenue, Suite 1620, Wilmington, DE 19801 (Attn: Marla Rosoff Eskin (meskin@camlev.com))

- d. Office of the United States Trustee for the Eastern District of Virginia: 701 East Broad Street, Suite 4304, Richmond, VA 23219 (Attn: Kathryn R. Montgomery (Kathryn.montgomery@usdoj.gov)).

Optional Release Election. If you elect to opt-in to the release contained in section 10.6 of the Plan, you must complete and return the Opt-In Form annexed to this Notice. Opting-in to the releases contained in section 10.6 of the Plan is at your option. If you opt-in to granting the releases in section 10.6 of the Plan you shall be deemed to have consented to the releases contained in section 10.6 of the Plan and to unconditionally, irrevocably, and forever release and discharge the Released Parties from any and all Causes of Action. You are permitted to give and receive certain mutual releases under the Plan if you opt-in to doing so. If you do not elect to opt-in to the releases set forth in section 10.6 of the Plan, you will forego the benefit of obtaining the mutual releases set forth in section 10.6 of the Plan.

Place to Send Opt-In Forms. Opt-In Forms may be returned by mail using the pre-addressed envelope included in the Solicitation Package, or by hand delivery or overnight courier to:

**Hopeman Balloting Processing Center
c/o Kurtzman Carson Consultants LLC d/b/a Verita
Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245**

Opt-In Forms may also be submitted via the Balloting Agent's online portal at <https://www.veritaglobal.com/hopeman>. Click on the "E-Ballot" section of the website and follow the instructions to submit your Ballot.

Release, Exculpation, and Injunction. Please be advised that Article X of the Plan contains the following release, exculpation, and injunction provisions:

Section 10.2 Hopeman Discharge Injunction

Except as specifically provided in the Plan (including Section 8.12, Section 8.13, Section 8.15, and Section 8.16 of the Plan), any of the other Plan Documents, or the Confirmation Order, all Entities who have held, hold, or may hold Claims (including, to the fullest extent permitted by law, Asbestos Claims and Demands) against Hopeman are permanently enjoined, on and after the Effective Date, from: (a) commencing or continuing in any manner any action or other proceeding of any kind against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand, other than to enforce any right to a Distribution pursuant to the Plan or any other right provided under the Plan; (b) enforcing, attaching, collecting, or recovering by any manner or means of any judgment, award, decree, or order against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand; (c) creating, perfecting, or enforcing any Encumbrance of any kind against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due to Hopeman or against the property or interests in property of Hopeman, with respect to such Claim or Demand; and/or (e)

commencing or continuing any action, in any manner, against Hopeman, Reorganized Hopeman, or their respective property that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order. The foregoing injunction shall extend to the successors of Hopeman (including, without limitation, Reorganized Hopeman) and their respective properties and interests in property. The discharge provided in this provision shall void any judgment obtained against Hopeman at any time, to the extent that such judgment relates to a discharged Claim or Demand.

Section 10.3 Asbestos Permanent Channeling Injunction

Pursuant to sections 105(a) and 524(g) of the Bankruptcy Code, and except as otherwise provided in the Plan (including Article VIII of the Plan), any of the other Plan Documents, and the Confirmation Order, the Confirmation Order shall provide for the issuance of the following injunction to take effect upon the occurrence of the Effective Date:

- (a) Scope of Injunction. All Entities that have held or asserted, or hold or assert, or may hold or assert in the future any Channeled Asbestos Claim shall be permanently stayed, restrained, and enjoined from taking any action for the purpose of directly, indirectly, or derivatively collecting, recovering, or receiving payment, satisfaction, or recovery on account of any such Channeled Asbestos Claim, including:
- (i) commencing, conducting, or continuing in any manner, directly, indirectly, or derivatively, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum against or affecting any Protected Party or any property or interest in property of any Protected Party;
 - (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Protected Party or any property or interest in property of any Protected Party;
 - (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any Encumbrance against any Protected Party or any property or interest in property of any Protected Party;
 - (iv) setting off, seeking reimbursement of, contribution from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability owed to any Protected Party or any property or interest in property of any Protected Party; and
 - (v) proceeding in any manner and in any place with regard to any matter that is within the scope of the matters designated by the Plan to be subject to resolution by the Asbestos Trust, except in conformity and compliance with the Asbestos Trust Agreement and the Asbestos Trust Distribution Procedures.

(b) Reservations. Notwithstanding anything to the contrary above, this Asbestos Permanent Channeling Injunction shall not stay, restrain, bar, or enjoin:

(i) the rights of Entities to the treatment accorded them under Article IV of the Plan, as applicable, including the rights of Channeled Asbestos Claimants to have their Channeled Asbestos Claims resolved in accordance with the Asbestos Trust Distribution Procedures;

(ii) the rights of Entities to the treatment accorded them under Article IV of the Plan, as applicable, including the rights of Channeled Asbestos Claimants to have their Channeled Asbestos Claims resolved in accordance with the Asbestos Trust Distribution Procedures;

(iii) the rights of Entities to assert any Channeled Asbestos Claim against the Asbestos Trust in accordance with the Asbestos Trust Distribution Procedures, or any claim for payment of an Asbestos Trust Expense against the Asbestos Trust;

(iv) the rights of Channeled Asbestos Claimants to assert any and all claims or causes of action against any Entities that are not Protected Parties;

(v) the rights of the Asbestos Trust or, if applicable, Reorganized Hopeman to prosecute a claim or cause of action based on, arising from, or attributable to any of the Asbestos Trust Assets against any Entity that is not a Protected Party;

(vi) any action or suit against Reorganized Hopeman (or, if deemed an indispensable party, the Asbestos Trust) or Wayne that strictly conforms to the requirements of Section 8.12 of the Plan;

(vii) any action, suit, or Claimant Action permitted or authorized under Section 8.13 of the Plan against any Non-Settling Asbestos Insurer; or

(viii) any claim, crossclaim, or third-party demand in a court of competent jurisdiction (including in any state court lawsuits) against Reorganized Hopeman (or, if deemed an indispensable party, the Asbestos Trust) or Wayne, or any direct action against any Non-Settling Asbestos Insurer of Hopeman or Wayne, in each case that strictly conforms to the requirements of Section 8.15 of the Plan.

Section 10.4 Exculpation

NoneFrom and after the Petition Date through the Effective Date, and with the exception of claims related to any act or omission that is determined in a Final Order to have constituted gross negligence, knowing and intentional fraud, or willful misconduct, none of the Exculpated Parties shall have or incur any liability to any Entity for any act or omission in connection with, related to, or arising out of: (a) the Chapter 11 Case; (b) negotiation, formulation and preparation of the Plan and the other Plan Documents, and any of the terms and/or settlements and compromises reflected in the Plan and the other Plan Documents; (c) pursuit of confirmation of the Plan; (d) consummation of the Plan, or administration of the Plan or the property to be distributed under the Plan or the Asbestos Trust Distribution Procedures; or (e) the releases and

injunctions contained in the Plan; ~~or (f) the management or operation of Hopeman during the Chapter 11 Case.~~ Without limiting the generality of the foregoing, the Exculpated Parties shall be entitled to and granted the protections and benefits of section 1125(e) of the Bankruptcy Code.

Section 10.6 ~~Release of Hopeman's Directors and Officers~~ Mutual Releases by Releasing Parties in Addition to Protections Under the Asbestos Permanent Channeling Injunction
cl

Except as provided in Section 8.13(c) and Section 8.15 of the Plan and in addition to the protections afforded to the Released Parties as Protected Parties under the Asbestos Permanent Channeling Injunction, and in consideration for the obligations of Hopeman and Reorganized Hopeman under the Plan, each Releasing Party and the Asbestos Trust shall waive and release any and all Causes of Action that such holder; did commence or could have commenced against any such Released Party that is based upon, attributable to, or arising from any acts or omissions of Released Party occurring prior to the Effective Date ~~or~~ in any way attributable to Hopeman, Reorganized Hopeman, the Chapter 11 Case, or the Plan; provided, however, that, notwithstanding the foregoing, no release of the Released Parties shall diminish, reduce, or eliminate the duties of any Asbestos Insurer under any Asbestos Insurance Policy or any Asbestos CIP Agreement.

In exchange for holders of Non-Asbestos Claims or Equity Interests opting in to grant the release provided in this section 10.6 of the Plan, each Released Party shall waive and release any and all Causes of Action that such Released Party did commence or could have commenced against any such holders of Non-Asbestos Claims or Equity Interests that opted in that is based upon, attributable to, or arising from any acts or omissions of Releasing Parties occurring prior to the Effective Date in any way attributable to Hopeman, Reorganized Hopeman, the Chapter 11 Case, or the Plan; provided, however, that, notwithstanding the foregoing, no Released Party is waiving or releasing any rights or claims under any insurance policies that provide any type of coverage to such Released Party.

Section 10.8 No Actions on Account of Released Claims

Except as provided in the Plan, as of the Effective Date, all ~~Entities~~ Releasing Parties that have held, currently hold or may hold any claims, commitments, obligations, suits, judgments, damages, demands, debts, Causes of Action or liabilities that are released pursuant to the Plan shall be permanently enjoined from taking any of the following against a ~~released Entity~~ Released Party, or any of its property, on account of such released claims, commitments, obligations, suits, judgments, damages, demands, debts, Causes of Action or liabilities: (i) commencing or continuing in any manner any action or other proceeding; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting or enforcing any Encumbrance; (iv) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability, or obligation due to any ~~released Entity~~ Released Party; and (v) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan.

HOW TO OBTAIN ADDITIONAL INFORMATION

If you would like to receive copies of the Plan, the Disclosure Statement, or any other pleading filed in this chapter 11 case free of charge, or if you have any questions, you may contact the Balloting Agent by: (i) accessing Hopeman's restructuring website at

<https://www.veritaglobal.net/hopeman/>; (ii) writing to Hopeman Brothers, Inc. c/o Kurtzman Carson Consultants LLC d/b/a Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (iii) calling (877) 709-4752 (toll free) or +1(424) 236-7232 (international); or (iv) submit an inquiry here: <https://www.veritaglobal.net/hopeman/inquiry>. You may also access any pleadings filed in this chapter 11 case for a fee via PACER on the Bankruptcy Court's website at www.vaeb.uscourts.gov.

Please note that the Balloting Agent cannot provide you with legal or financial advice. You are strongly encouraged to review the terms of the Disclosure Statement and the Plan and to consult with your legal and financial advisors regarding your rights

Dated: [●], 2025
Richmond, Virginia

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OPTIONAL RELEASE OPT-IN FORM

IF YOU ELECT TO OPT-IN TO THE RELEASES SET FORTH IN SECTION 10.6 OF THE PLAN, YOU WILL BE DEEMED A “RELEASING PARTY” UNDER THE PLAN, AND YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN SECTION 10.6 OF THE PLAN.

YOU MAY ELECT TO OPT-IN TO THE RELEASE CONTAINED IN SECTION 10.6 OF THE PLAN ONLY IF YOU (1) CHECK THE BOX BELOW AND RETURN THIS OPT-IN FORM TO THE DEBTOR’S BALLOTING AGENT ON OR BEFORE 4:00 P.M., PREVAILING EASTERN TIME, ON [●], 2025. IF YOU FAIL TO TIMELY SUBMIT THIS FORM, OR IF YOU SUBMIT THIS FORM WITHOUT CHECKING THE BOX BELOW, YOU WILL FOREGO PROVIDING THE RELEASE SET FORTH IN SECTION 10.6 OF THE PLAN.

YOU ARE PERMITTED TO GIVE AND RECEIVE CERTAIN MUTUAL RELEASES UNDER THE PLAN IF YOU OPT-IN TO DOING SO. IF YOU DO NOT ELECT TO OPT-IN TO THE RELEASES SET FORTH IN SECTION 10.6 OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE MUTUAL RELEASES SET FORTH IN SECTION 10.6 OF THE PLAN.

The undersigned elects to OPT-IN to the releases contained in section 10.6 of the Plan.

Acknowledgments. By signing this Opt-In Form, the holder (or authorized signatory of such holder) certifies that the undersigned has the power and authority to elect whether to grant the releases contained in section 10.6 of the Plan and has elected to be a Releasing Party under the Plan”

Dated: _____

Print or type name: _____

Signature: _____

Title: (if corporation, limited liability company or partnership)

Address: _____

Phone No: _____

Email: _____

Tax Payer Identification No.: _____

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

**Hopeman Ballot Processing Center
c/o Kurtzman Carson Consultants LLC d/b/a Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245**

If you would like to coordinate hand delivery of your Opt-In Form, please submit your request by visiting Hopeman's restructuring website at: <https://www.veritaglobal.net/hopeman/inquiry> and provide the anticipated date and time of your delivery.

OR

Submit your Opt-In Form via the Balloting Agent's online portal at <https://www.veritaglobal.com/hopeman>. Click on the "Opt-In" section of the website and follow the instructions to submit your Opt-In Form

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Opt-In Form:

Unique E-Opt-In Form ID# and PIN: _____

The Balloting Agent's online portal is the sole manner in which Opt-In Forms will be accepted via electronic or online transmission. Opt-In Forms submitted by facsimile, email or other means of electronic transmission will not be counted.

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

Entities who submit an Opt-In Form using the Balloting Agent's online portal should NOT also submit a paper Opt-In Form.

IF THE BALLOTING AGENT DOES NOT ACTUALLY RECEIVE THIS OPT-IN FORM ON OR BEFORE | ● | 2025, AT 4:00 P.M., (PREVAILING EASTERN TIME), AND IF THE VOTING AND RELEASE OPT-IN DEADLINE IS NOT EXTENDED, YOUR OPT-IN TRANSMITTED BY THIS OPT-IN FORM MAY BE COUNTED ONLY IN THE PLAN PROPONENT'S DISCRETION.

EXHIBIT 4

Combined Hearing Notice

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

In re:	:	Chapter 11
	:	
HOPEMAN BROTHERS, INC.,	:	Case No. 24-32428 (KLP)
	:	
Debtor.	:	
	:	

**NOTICE OF COMBINED HEARING FOR APPROVAL OF
DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN**

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

PLEASE TAKE NOTICE THAT on [●], 2024, Hopeman Brothers, Inc. (“Hopeman”) and the Official Committee of Unsecured Creditors (the “Committee,” and together with Hopeman, the “Plan Proponents”) filed the *Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as may be modified from time to time, the “Plan”) and the *Disclosure Statement with Respect to the Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as may be modified from time to time, the “Disclosure Statement”).

On [●], 2025, the Court entered an order [Docket No. [●]] (the “Solicitation Procedures Order”)¹ (a) conditionally approving the Disclosure Statement as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code, (b) approving the Solicitation Procedures, (c) approving the solicitation materials and notices to be distributed in connection with the solicitation of the Plan, and (d) authorizing Hopeman to solicit votes on the Plan, among other things.

The hearing at which the Court will consider approval of the Disclosure Statement on a final basis and confirmation of the Plan (the “Combined Hearing”) will be held on [●], 2025 at [●] a.m./p.m. (prevailing Eastern Time) before the Honorable Keith L. Phillips in the United States Bankruptcy Court for the Eastern District of Virginia, 701 East Broad Street, Courtroom 5100, Richmond, Virginia 23219-1888. The Combined Hearing may be continued or adjourned from time to time by the Court or the Plan Proponents without further notice other than as may be announced in open court or by notice filed on the docket in this chapter 11 case.

¹ Capitalized terms used but no defined herein have the meanings given to them in the Plan, Disclosure Statement, or Disclosure Statement order, as applicable.

INFORMATION REGARDING VOTING ON THE PLAN

Voting Record Date. The Voting Record Date is [●], 2025. All holders of Claims in Classes 3 and 4 as of the Voting Record Date are entitled to vote to accept or reject the Plan.

Voting and Release ~~Opt-Out~~Opt-In Deadline. The deadline for submitting votes to accept or reject the Plan is [●], 2025, at 4:00 p.m. (prevailing Eastern Time). If you received a Solicitation Package with a Ballot or Master Ballot and intend to vote on the Plan, you **must** (a) follow the instructions in your Ballot or Master Ballot carefully; (b) complete all the required information on the Ballot or Master Ballot; and (c) execute and return you Ballot or Master Ballot so that it is **actually received** by Hopeman’s claims, noticing, and administrative agent, Kurtzman Carson Consulting LLC d/b/a Verita Global (the “Balloting Agent”), on or before the Voting and Release ~~Opt-Out~~Opt-In Deadline. ***If you return your Ballot or Master Ballot after the Voting and Release ~~Opt-Out~~Opt-In Deadline or fail to follow the instructions included with your Ballot or Master Ballot, your vote may not be counted.***

INFORMATION REGARDING OBJECTING TO THE PLAN

Article X of the Plan contains release, exculpation, and injunction provisions. For a description of the causes of action to be enjoined and the identities of the entities that would be subject to the injunctions, please see Article VIII.H of the Disclosure Statement and Article X of the Plan. You are advised to review and consider the Plan carefully because your rights might be affected thereunder even if you abstain from voting.

Objection Deadline. The deadline for filing objections to final approval of the Disclosure Statement and confirmation of the Plan is [●], 2025, at 4:00 p.m. (prevailing Eastern Time) (the “Confirmation Objection Deadline”). All objections to final approval of the Disclosure Statement and confirmation of the Plan **must** (a) be in writing, (b) set forth in detail the name and address of any party filing the objection, the grounds for the objection, any relevant and admissible evidence in support of the objection, and the amount of the objector’s claim(s) or such other grounds that give the objector standing to assert the objection, (c) conform to the Bankruptcy Rules and the Bankruptcy Local Rules, (d) be filed with the Court, and (e) served in accordance with the Bankruptcy Rules and Bankruptcy Local Rules upon the Notice Parties (defined below) so as to be actually received on or before the Confirmation Objection Deadline. ***Any objection not properly and timely filed shall be deemed to be waived and to be consent to the entry of an order confirming the Plan.***

Objections to confirmation of the Plan must be served on the following parties (the “Notice Parties”):

- a. Counsel to Hopeman: Hunton Andrews Kurth LLP, (i) Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, VA 23219 (Attn: Tyler P. Brown (tpbrown@HuntonAK.com) and Henry P. (Toby) Long, III (hlong@HuntonAK.com)) and (ii) 600 Travis Street, Suite 4200, Houston, TX 77002 (Attn: Joseph P. Rovira (josephrovira@HuntonAK.com) and Catherine A. Rankin (crankin@HuntonAK.com)).

- b. Counsel to the Committee: Caplin & Drysdale, Chartered, 1200 New Hampshire Avenue, NW, 8th Floor, Washington, DC 20036 (Attn: Kevin C. Maclay (kmaclay@capdale.com), Todd E. Phillips (tphillips@capdale.com), Jeffrey A. Liesemer (jliesemer@capdale.com), and Nathaniel R. Miller (nmiller@capdale.com)).
- c. Future Claimants' Representative: Campbell & Levine, LLC, 222 Delaware Avenue, Suite 1620, Wilmington, DE 19801 (Attn: Marla Rosoff Eskin (meskin@camlev.com)).
- d. Office of the United States Trustee for the Eastern District of Virginia: 701 East Broad Street, Suite 4304, Richmond, VA 23219 (Attn: Kathryn R. Montgomery (kathryn.montgomery@usdoj.gov)).

IMPORTANT INFORMATION REGARDING ASBESTOS CLAIMS

Proof of an Asbestos Claim does not have to be filed with the Bankruptcy Court at this time. The Bankruptcy Court has established special procedures for holders of Asbestos Claims to vote on the Plan. Lawyers for holders of Asbestos Claims may vote on the Plan on behalf of their clients if the lawyers are authorized to do so. If you are unsure whether your lawyer is authorized to vote on your behalf, please contact your lawyer.

If you (i) believe you hold an Asbestos Claim but did not assert such Claim against Hopeman prior to the Petition Date and (ii) wish to vote to accept or reject the Plan, you may obtain a ballot by submitting an inquiry to the Balloting Agent through the following webpage link: <https://www.veritaglobal.net/hopeman/inquiry>. Claimants who timely submit a completed ballot to the Balloting Agent via the following e-mail address: hopemanballots@veritaglobal.com by no later than [●], 2025 at 4:00 p.m. (prevailing Eastern Time) shall each be deemed holders of Class 4 Claims and each such Claim will be temporarily allowed, **for voting purposes only**, in the amount of \$1.00 per claimant, unless the Claim is the subject of an objection.

HOW TO OBTAIN ADDITIONAL INFORMATION

If you received Solicitation Package materials in electronic format and desire paper copies, if you need to obtain additional Solicitation Packages, or if you have any questions, you may contact the Balloting Agent by: (i) accessing Hopeman's restructuring website at <https://www.veritaglobal.net/hopeman>; (ii) writing to Hopeman Brothers, Inc. c/o Kurtzman Carson Consultants LLC d/b/a Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (iii) calling (877) 709-4752 (toll free) or +1 (424) 236-7232 (international); or (iv) submit an inquiry here: <https://www.veritaglobal.net/hopeman/inquiry>. You may also access any pleadings filed in this chapter 11 case for a fee via PACER on the Bankruptcy Court's website at www.vaeb.uscourts.gov.

Please note that the Balloting Agent cannot provide you with legal or financial advice. You are strongly encouraged to review the terms of the Disclosure Statement and the Plan and to consult with your legal and financial advisors regarding your rights.

Dated: [●], 2025

Richmond, Virginia

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crankin@HuntonAK.com

Counsel for the Debtor and Debtor in Possession

CAPLIN & DRYSDALE, CHARTERED

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Summary report:	
Litera Compare for Word 11.9.1.1 Document comparison done on 5/20/2025 3:43:54 PM	
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Intelligent Table Comparison: Active	
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Modified DMS: iw://hunton.cloudimanage.com/DMS/351195644/7	
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Delete	198
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<u>Move To</u>	0
<u>Table Insert</u>	1
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Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
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