IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
LEISURE INVESTMENTS HOLDINGS LLC, *et al.*,[1]	Case No. 25-10606 (LSS)
	(Jointly Administered)
Debtors.	**Ref. Docket No. 1496**

NOTICE OF (I) INTERIM APPROVAL OF DISCLOSURE STATEMENT FOR SOLICITATION PURPOSES ONLY, (II) COMBINED HEARING TO CONSIDER FINAL APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN, AND (III) DEADLINE TO VOTE ON AND OBJECT TO 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 August 11, 2026, Leisure Investments Holdings LLC and its affiliate debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "**Debtors**"), filed the *Combined Disclosure Statement and Joint Chapter 11 Plan of Leisure Investments Holdings LLC and Its Affiliated Debtors* [Docket No. 1480] (as it may be amended, modified or supplemented from time to time to the extent permitted by sections 1125 and 1127 of the Bankruptcy Code, the "**Combined Disclosure Statement and Plan**").[2]

PLEASE TAKE FURTHER NOTICE THAT on September 10, 2026, the Bankruptcy Court entered an order [Docket No. 1496] (the "**Solicitation Procedures Order**") that, among other things, (i) approved the disclosure statement provisions (such provisions, collectively, and as it may be amended, modified or supplemented from time to time, the "**Disclosure Statement**") of the Combined Disclosure Statement and Plan on an interim basis and for solicitation purposes only, established (a) **October 9, 2026, at 4:00 p.m. (prevailing Eastern Time)** as the deadline for objecting to final approval of the Disclosure Statement and/or confirmation of the plan provisions (such provisions, collectively, and as it may be amended, modified or supplemented from time to time, the "**Plan**") of the Combined Disclosure Statement and Plan (such deadline,

[1] Due to the large number of Debtors in these Chapter 11 Cases, a complete list of each of the Debtors is not provided herein. A complete list of each of the Debtors, along with the last four digits of their tax identification numbers, where applicable, may be obtained on the website of the Debtors' claims and noticing agent at https://veritaglobal.net/dolphinco, or by contacting counsel for the Debtors. For the purposes of these Chapter 11 Cases, the address for the Debtors is: Leisure Investments Holdings LLC, c/o Riveron Management Services, LLC, 600 Brickell Avenue, Suite 2550, Miami, FL 33131.

[2] Capitalized terms used but otherwise not defined herein have meanings ascribed to such terms in the Combined Disclosure Statement and Plan.

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the "**Combined Objection Deadline**"), (b) **October 9, 2026, at 5:00 p.m. (prevailing Eastern Time)** as the deadline for voting to accept or reject the Plan (the "**Voting Deadline**"), and (c) **October 20, 2026, at 10:00 a.m. (prevailing Eastern Time)** as the date and time of the combined hearing to consider (x) final approval of the Disclosure Statement, and (y) confirmation of the Plan (such hearing, the "**Combined Hearing**").

PLEASE TAKE FURTHER NOTICE THAT, if you wish to review the Plan, you may receive a copy of the Combined Disclosure Statement and Plan free of charge from Kurtzman Carson Consultants, LLC d/b/a Verita Global ("**Verita**"), the voting and claims agent retained by the Debtors in the Chapter 11 Cases, by (i) calling the Debtors' restructuring hotline at (888) 733-1434 (U.S./Canada, toll free) or +1 (310) 751-2633 (international); (ii) visiting the Debtors' case website at: https://www.veritaglobal.net/dolphinco; and/or (iii) submitting an inquiry at https://www.veritaglobal.net/dolphinco/inquiry (with "Dolphin Solicitation" in the subject line). You may also obtain copies of any pleadings filed in the Chapter 11 Cases for a fee via PACER at http://www.deb.uscourts.gov. Please be advised that Verita is authorized to answer questions and provide additional copies of solicitation materials but may **not** advise you as to whether you should object to the Plan.

PLEASE TAKE FURTHER NOTICE THAT on or before **October 2, 2026**, the Debtors will file a Plan Supplement, which includes (a) the identity of the Liquidation Trustee; (b) the Liquidation Trust Agreement; (c) the schedule of Retained Litigation Claims and other retained Causes of Action; and (d) the schedule of excluded persons for purposes of the definition of Excluded D&Os, including, without limitation, the Persons identified thereon, which shall be in form and substance reasonably acceptable to the Consenting Lenders, without prejudice to the Debtors' rights to amend or supplement the Plan Supplement. You may obtain a copy of the Plan Supplement on the Debtors' case website at https://www.veritaglobal.net/dolphinco or for a fee via PACER at http://www.deb.uscourts.gov.

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

PLEASE TAKE FURTHER NOTICE THAT the Combined Hearing will commence on **October 20, 2026 at 10:00 a.m. (prevailing Eastern Time)**, before the Honorable Laurie S. Silverstein, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, located at 824 Market Street, 6th Floor, Courtroom 2, Wilmington, Delaware 19801. The Combined Hearing may be continued from time to time without further notice other than the announcement by the Debtors in open court or any continued hearing or as indicated in any notice

or agenda filed with the Bankruptcy Court. Moreover, the Combined Disclosure Statement and Plan may be modified or amended, if necessary, pursuant to sections 1125 and 1127 of the Bankruptcy Code, prior to, during or as a result of the Combined Hearing, without further notice to parties in interest.

PLEASE TAKE FURTHER NOTICE THAT the following table summarizes which Classes are Impaired and which of those Classes are entitled to vote on the Plan. The table is qualified in its entirety by reference to the full text of the Plan.

Class/ Designation	Treatment	Voting Status	Approx. Allowed Amount	Approx. Percentage Recovery
Unclassified: DIP Superpriority Claims	In full and final satisfaction of any unpaid Allowed DIP Superpriority Claims against the Liquidating Debtors, the holders of outstanding DIP Superpriority Claims will receive their Pro Rata share of the Liquidation Trust Beneficial Interests. Any unpaid DIP Superpriority Claims against the Liquidating Debtors shall be satisfied solely in accordance with the treatment provided under this Plan, including the Liquidation Trust Waterfall and any Liquidation Trust Beneficial Interests or other distribution rights provided herein, and not through the continuation of any DIP Liens on the Liquidation Trust Assets; *provided*, *however*, that the DIP Lenders shall retain any DIP Liens on DIP Collateral of the Dismissed Debtors following the dismissal of the Dismissed Debtors' Chapter 11 Cases. The DIP Secured Parties, in their capacities as holders of senior Liens on and Claims against the Prepetition First Lien Collateral, consent to (a) the application of Prepetition First Lien Collateral Proceeds to fund the Prepetition First Lien Claim Cash Pool ahead of payment in full of the DIP Superpriority Claims, and the funding, in accordance with the Liquidation Trust Waterfall, of the Carve-Out, any Expense Reimbursement, and the Wind Down Reserve ahead of payment in full of the DIP Superpriority Claims, and (b) the treatment of the DIP Superpriority Claims provided herein, including the receipt of Liquidation Trust Beneficial Interests in lieu of payment in full in Cash. Such consent constitutes the agreement of the holders of DIP Superpriority Claims to less favorable treatment of such Claims for all purposes, including section 1129(a)(9) of the Bankruptcy Code.	**N/A**	$145,800,000	13-20%

Class/ Designation	Treatment	Voting Status	Approx. Allowed Amount	Approx. Percentage Recovery
Class 1: Other Priority Claims	Except to the extent that a holder of an Allowed Other Priority Claim has agreed to less favorable treatment of such Claim, on the Effective Date, or as soon thereafter as is reasonably practicable, each such holder shall receive, in full and final satisfaction of such Claim, Cash in an amount equal to such Claim.	**Unimpaired** Not Entitled to Vote (Presumed to Accept)	$100,000	100%
Class 2: Other Secured Claims	Except to the extent that a holder of an Allowed Other Secured Claim agrees to different treatment, on the Effective Date, or as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim will be (i) paid in full from available cash, (ii) receive the collateral securing its Allowed Other Secured Claim, or (iii) otherwise receive treatment that will render such Other Secured Claim Unimpaired.	**Unimpaired** Not Entitled to Vote (Presumed to Accept)	$4,500,000	100%
Class 3: Prepetition First Lien Secured Claims	Except to the extent that a holder of an Allowed Prepetition First Lien Secured Claim agrees to less favorable treatment, each holder of an Allowed Prepetition First Lien Secured Claim shall receive, as soon as practicable after the Effective Date, in full and final satisfaction, compromise, settlement, release, and discharge of such Allowed Prepetition First Lien Secured Claim against the Liquidating Debtors, (i) its Pro Rata share of the Prepetition First Lien Claim Cash Pool, and (ii) in the event that there are any remaining proceeds of the Liquidation Trust Assets sufficient to make a Distribution after satisfaction in full of all Claims and obligations senior in priority in accordance with the Liquidation Trust Waterfall and otherwise set forth in this Plan and the Liquidation Trust Agreement, its Pro Rata share of the remaining available proceeds of the Liquidation Trust Assets.	**Impaired** Entitled to Vote	$35,800,000, plus unpaid interest, costs, fees, and expenses	0.1%

Class 4: Prepetition Second Lien Secured Claims	On or after the Effective Date, each holder of a Prepetition Second Lien Secured Claim shall not be entitled to, and shall not receive or retain, any property or interest in property under the Plan on account of such Prepetition Second Lien Secured Claim. Notwithstanding the foregoing, in the event that there are any remaining proceeds of the Liquidation Trust Assets sufficient to make a Distribution after satisfaction in full of all Claims and obligations senior in priority in accordance with the Liquidation Trust Waterfall and otherwise set forth in this Plan and the Liquidation Trust Agreement, each holder of a Prepetition Second Lien Secured Claim against the Liquidating Debtors shall receive its Pro Rata share of the remaining available proceeds of the Liquidation Trust Assets.	**Impaired** Not Entitled to Vote (Deemed to Reject)	$142,800,000, plus unpaid interest, costs, fees, and expenses	0%[3]
Class 5: General Unsecured Claims	On or after the Effective Date, each holder of any General Unsecured Claim shall not be entitled to, and shall not receive or retain, any property or interest in property under the Plan on account of such General Unsecured Claim. Notwithstanding the foregoing, in the event that there are any remaining proceeds of the Liquidation Trust Assets sufficient to make a Distribution after satisfaction in full of all Claims and obligations senior in priority in accordance with the Liquidation Trust Waterfall and otherwise set forth in this Plan and the Liquidation Trust Agreement, each holder of General Unsecured Claims shall receive its Pro Rata share of the remaining available proceeds of the Liquidation Trust Assets.	**Impaired** Not Entitled to Vote (Deemed to Reject)	$16,100,000	0%
Class 6: Intercompany Claims	On or after the Effective Date, each Intercompany Claim against a Liquidating Debtor shall be extinguished, subject to any setoff, recoupment, or defense of the holder of such Intercompany Claim, and not entitled to receive any Distribution or recovery under the Plan.	**Impaired** Not Entitled to Vote (Deemed to Reject)	$174,300,000	0%

[3] The Debtors anticipate that proceeds from assets transferred to the Liquidation Trust will be insufficient to satisfy in full the Claims senior in priority to Prepetition First Lien Secured Claims, resulting in no recovery for holders of Claims and Interests in Classes 4–8. However, if all Claims senior in priority are satisfied in full in accordance with the Plan and there are sufficient net proceeds available to make a distribution to holders of Claims and Interests in Classes 4–8, such holders will receive their Pro Rata share of the remaining available proceeds of the Liquidation Trust Assets.

Class 7: Subordinated Claims	On the Effective Date, each Subordinated Claim against a Liquidating Debtor shall be extinguished, canceled, and released and not entitled to receive any Distribution or recovery under the Plan.	**Impaired** Not Entitled to Vote (Deemed to Reject)	$0	0%
Class 8: Liquidating Debtor Interests	On or after the Effective Date, all Liquidating Debtor Interests shall be adjusted, reinstated, or eliminated in the applicable Liquidating Debtor's or Liquidation Trustee's discretion and shall not be entitled to receive any Distribution or recovery under this Plan.	**Unimpaired/ Impaired** Not Entitled to Vote (Presumed to Accept or Deemed to Reject)	N/A	0%

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

THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS ARE ALSO SET FORTH AT THE END OF THIS NOTICE.

IF YOU OBJECT TO CONFIRMATION OF THE PLAN, YOU MUST FILE AN OBJECTION WITH THE BANKRUPTCY COURT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE SOLICITATION PROCEDURES ORDER.

Combined Objection Deadline. The deadline for filing objections to the final approval of the Disclosure Statement and confirmation of the Plan is **October 9, 2026 at 4:00 p.m. (prevailing Eastern Time)**.

Objections. Any objection to the Disclosure Statement and/or the Plan must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Rules; (iii) state the name and address of the objecting party and the amount and nature of the Claim against or Interest in the Debtors; (iv) state with particularity the basis and nature of any objection to the Disclosure Statement and/or Plan and, if practicable, a proposed modification to the Combined Disclosure Statement and Plan that would resolve such objection; and (v) be filed, as and when required by the Local Rules of the Bankruptcy Court, with the Bankruptcy Court no later than the Combined Objection Deadline and served on the parties listed below. **OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH HEREIN MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.**

(a) counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801, Attn: Robert S. Brady (rbrady@ycst.com), Sean T. Greecher (sgreecher@ycst.com), Allison S. Mielke (amielke@ycst.com), and Jared W. Kochenash (jkochenash@ycst.com);

(b) counsel to the DIP Lenders, (a) Baker & McKenzie LLP, 830 Brickell Plaza, Suite 3100, Miami, FL 33131, Attn: Paul J. Keenan (paul.keenan@bakermckenzie.com), and John R. Dodd (john.dodd@bakermckenzie.com); Baker & McKenzie LLP, 452 Fifth Avenue, New York, NY 10018, Attn: Blaire Cahn (blaire.cahn@bakermckenzie.com); and (b) Lewis Brisbois Bisgaard & Smith LLP, 500 Delaware Avenue, Suite 700 Wilmington, DE 19801, Attn: Scott D. Cousins (scott.cousins@lewisbrisbois.com);

(c) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov); and

(d) counsel to the Official Unsecured Creditors' Committee appointed in the Chapter 11 Cases, (a) Raines Feldman Littrell LLP, 433 Plaza Real, Suite 275, Boca Raton, FL 33432, Attn: Thomas J. Francella, Jr. (tfrancella@raineslaw.com); and (b) Manganelli, Leider & Savio, P.A., 1900 NW Corporate Boulevard, Suite 200W, Boca Raton, FL 33431, Attn: Christian Savio (csavio@mls-pa.com).

In the event the Debtors are unable to confirm the Plan, they may seek approval of a motion to dismiss the Chapter 11 Cases or conversion of the Chapter 11 Cases to chapter 7 of the Bankruptcy Code. If that occurs, nothing contained in the Combined Disclosure Statement and Plan shall: (a) constitute a waiver or release of any Claims, Interests, or Causes of Action; (b) prejudice in any manner the rights of the Debtors or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors or any other Entity.

ADDITIONAL INFORMATION

PLEASE BE ADVISED THAT ARTICLE XII OF THE COMBINED DISCLOSURE STATEMENT AND PLAN CONTAINS CERTAIN EXCULPATION, RELEASE AND RELATED INJUNCTION PROVISIONS. THESE PROVISIONS ARE SUMMARIZED BELOW.

YOU ARE ADVISED AND ENCOURAGED TO READ THE COMBINED DISCLOSURE STATEMENT AND PLAN FOR A COMPLETE DESCRIPTION OF THE RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS.

CERTAIN RELEVANT DEFINED TERMS AND RULES OF INTERPRETATION:

Defined Terms

"*Exculpated Parties*" means, collectively, the: (a) the Debtors; (b) the CRO; (c) the Independent Director; (d) the Creditors' Committee and the members of the Creditors' Committee, solely in their capacity as such; (e) the Debtors' Professionals; and (f) with respect to each of the foregoing Entities in clauses (a) through (e) solely to the extent they are Estate fiduciaries, all Related Parties who acted on their behalf in connection with the matters as to which exculpation is provided herein; *provided* that, for the avoidance of doubt, the Excluded D&Os shall not be Exculpated Parties.

"***Released Parties***" means, collectively, and in each case, solely in their capacities as such: (a) the CRO; (b) the Independent Director; (c) the Creditors' Committee and the members of the Creditors' Committee, solely in their capacities as such; (d) the DIP Secured Parties; (e) the Prepetition First Lien Agent; (f) the Prepetition First Lien Noteholders; and (g) Related Parties for each of the foregoing; *provided*, however that the Excluded D&Os shall not be Released Parties.

ARTICLE XII RELEASE, INJUNCTION AND RELATED PROVISIONS:

A. Debtors' Releases

As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce the Plan, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties to facilitate the implementation of the Plan, and except as otherwise provided in the Plan or in the Confirmation Order, the Released Parties shall be forever released and discharged, to the maximum extent permitted by law, by the Liquidating Debtors and their Estates from any and all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, remedies, losses, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Liquidating Debtors and their Estates, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Liquidating Debtors and their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising prior to the Effective Date from, in whole or in part, the Liquidating Debtors, the Liquidating Debtors' Chapter 11 Cases, including the marketing and sale processes, the purchase, sale, of any Security of the Liquidating Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any of the Liquidating Debtors and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Plan (including the Plan Supplement), the Sale Documents, Prepetition Notes Documents, and the DIP Loan Documents, or any related agreements, instruments, and other documents, the DIP Order, the Sale Orders, and the negotiation, formulation, or preparation thereof, the solicitation of votes with respect to the Plan, or any other act or omission, in all cases based upon any act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date; *provided, however*, that (i) nothing in this Section 12.6 shall release the Retained Litigation Claims, the Retained Claims and Assets, or any Causes of Action expressly retained by the Liquidating Debtors, the Wind Down Estates, or the Liquidation Trust pursuant to this Plan or the Plan Supplement, including claims against the Excluded D&Os; and (ii) nothing in this Section 12.6 shall be construed to release any Released Party from gross negligence, willful misconduct, or actual fraud as determined by a Final Order.

B. Exculpation

Effective as of the Effective Date, to the fullest extent permissible under applicable Law and without affecting or limiting the estate releases in Section 12.6, and except as

otherwise specifically provided in the Plan, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any claims or Causes of Action or for any act taken or omitted to be taken on or after the Petition Date and prior to or on the Effective Date in connection with, or related to any claim, obligation, suit, judgment, damage, demand, debt, right, cause of action, remedy, loss, and liability for any conduct occurring on or after the Petition Date through and including the Effective Date in connection with, relating to, or arising out of: the commencement and administration of the Chapter 11 Cases; the postpetition marketing and sale process, the purchase, sale, or rescission of the purchase or sale of any security or asset of the Debtors; the formulation, preparation, dissemination, negotiation, filing, and pursuit of the DIP Facility, the Disclosure Statement, the Sale Transactions, any Sale Order, this Plan, the solicitation of votes for, or Confirmation of this Plan, the funding or consummation of this Plan; the occurrence of the Effective Date; the formulation, preparation, dissemination, negotiation, entry into, or filing of the DIP Loan Documents; the administration of the Plan or the property to be distributed under the Plan; or the transactions in furtherance of any of the foregoing; except for claims related to any act or omission that is determined by Final Order to have constituted gross negligence, fraud, or willful misconduct. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability. For the avoidance of doubt, nothing in Section 12.7 shall exculpate or otherwise limit the liability of any Excluded D&O for any act or omission.

C. Injunction

(a) Upon entry of the Confirmation Order, all holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and Affiliates, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan in relation to any Claim extinguished or released pursuant to the Plan or property dealt with by the Plan.

(b) Except as expressly provided in the Plan, the Confirmation Order, or a separate order of the Bankruptcy Court or as agreed to by the Wind Down Estates, Liquidating Debtors, or Liquidation Trustee, as applicable, and a holder of a Claim against or Interest in the Liquidating Debtors, all Entities who have held, hold, or may hold Claims against or Interests in the Liquidating Debtors (whether or not proof of such Claims or Interests has been filed and whether or not such Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan) and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and Affiliates are permanently enjoined, on and after the Effective Date, solely with respect to any Claims, Interests, and Causes of Action that will be or are extinguished, discharged, released, or are otherwise precluded from being asserted pursuant to the Plan from (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Liquidating Debtors, Wind Down Estates, or the Liquidation Trust, or the property of any of the Liquidating Debtors, the Wind Down Estates, or the Liquidation Trust; (ii) enforcing, levying, attaching (including, without limitation, any prejudgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any

judgment, award, decree, or order against the Liquidating Debtors, the Wind Down Estates, or the Liquidation Trust, or the property of any of the Liquidating Debtors, the Wind Down Estates, or the Liquidation Trust; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Liquidating Debtors, the Wind Down Estates, or the Liquidation Trust or the property of any of the Liquidating Debtors, the Wind Down Estates, or the Liquidation Trust; (iv) asserting any right of setoff, directly or indirectly, against any obligation due from the Liquidating Debtors, the Wind Down Estates, or the Liquidation Trust or against property or interests in property of any of the Liquidating Debtors, the Wind Down Estates, or the Liquidation Trust, except as contemplated or Allowed by the Plan, and except set offs that were asserted pre-confirmation; and (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan.

(c) The injunctions in this Section 12.5 shall extend to any successors of the Liquidating Debtors, the Liquidation Trust, and their respective property and interests in property.

Dated: September 10, 2026
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Allison S. Mielke
Robert Brady (No. 2847)
Sean T. Greecher (No. 4484)
Allison S. Mielke (No. 5934)
Jared W. Kochenash (No. 6557)
Rodney Square, 1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Email: rbrady@ycst.com
sgreecher@ycst.com
amielke@ycst.com
jkochenash@ycst.com

Counsel for Debtors and Debtors in Possession