

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

NORCOLD LLC,<sup>1</sup>

Debtor.

Chapter 11

Case No. 25-11933 (TMH)

**Hearing Date:**

**December 11, 2025 at 10:00 a.m. (ET)**

**Objection Deadline:**

**December 4, 2025 at 4:00 p.m. (ET)**

**DEBTOR’S MOTION FOR ENTRY OF AN ORDER (A) APPROVING THE  
DISCLOSURE STATEMENT; (B) ESTABLISHING SOLICITATION AND  
TABULATION PROCEDURES; (C) APPROVING THE FORMS OF BALLOTS AND  
SOLICITATION MATERIALS; (D) ESTABLISHING THE VOTING RECORD DATE;  
(E) FIXING THE DATE, TIME, AND PLACE FOR THE CONFIRMATION HEARING  
AND THE DEADLINE FOR FILING OBJECTIONS THERETO; AND  
(F) GRANTING RELATED RELIEF**

The above-captioned debtor and debtor-in-possession (the “Debtor”) hereby files this motion (this “Motion”) for entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Solicitation Procedures Order”), granting the relief described below. In support of this Motion, the Debtor respectfully states as follows:

**JURISDICTION AND VENUE**

1. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012 (the “Amended Standing Order”). This is a core proceeding pursuant to 28 U.S.C. § 157(b), and the Court may enter a final order consistent with

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<sup>1</sup> The Debtor in this chapter 11 case, along with the last four digits of the Debtor’s federal tax identification number, is: Norcold LLC (6081). For purposes of this chapter 11 case, the Debtor’s service address is 7101 Jackson Road, Ann Arbor, MI 48103.

Article III of the United States Constitution. Venue is proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409. Pursuant to Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), the Debtor consents to entry of a final judgment or order with respect to this Motion if it is determined that the Court would lack Article III jurisdiction to enter such final judgment or order absent consent of the parties.

2. The statutory and legal predicates for the relief requested herein are sections 105(a), 1125, 1126, and 1128 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), Rules 2002(b), 3017, 3018, and 3020 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Rule 3017-1.

### **GENERAL BACKGROUND**

3. On November 3, 2025 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the “Chapter 11 Case”). The Debtor is operating its business and managing its property as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

4. No request for the appointment of a trustee or examiner has been made in this Chapter 11 Case, and no committees have been appointed or designated.

5. A detailed description of the Debtor and its business, including the facts and circumstances giving rise to the Debtor’s Chapter 11 Case, is set forth in the *Declaration of Richard Wu in Support of Chapter 11 Petition and First Day Motions* [Docket No. 2] (the “First Day Declaration”).

## **PLAN AND DISCLOSURE STATEMENT**

### **A. General Overview of the Plan and Classification of Claims and Interests**

6. On the Petition Date, the Debtor filed the *Chapter 11 Plan of Liquidation for Norcold LLC* [Docket No. 20] (as may be amended, modified, or supplemented, the “Plan”)<sup>2</sup> and a related disclosure statement [Docket No. 21] (as may be amended, modified, or supplemented, the “Disclosure Statement”).

7. The Plan contemplates the sale of all or substantially all of the Debtor’s assets to Dave Carter & Associates, Inc. (“DCA”) pursuant to a stalking horse asset purchase agreement between the Debtor and DCA (the “Plan Sale”). Consummation of the Plan Sale remains subject to higher or otherwise better offers received during a court-supervised sales process conducted contemporaneously with the solicitation of votes on the Plan. In addition to implementing and approving the Plan Sale, the Debtor will distribute the Sale Proceeds in accordance with the Plan and the priority scheme set forth in the Bankruptcy Code.

8. The Plan provides for, among other things: (a) the payment of Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed DIP Claims, Allowed Class 1 Other Priority Claims, and Allowed Class 2 Other Secured Claims in full, or otherwise renders such Claims Unimpaired, (b) with respect to Holders of Allowed Class 3 Prepetition Loan Guarantee Claims, either (i) the assumption by the Purchaser under the Plan Sale, (ii) payment from the Loan Parties other than the Debtor in accordance with the terms of the Prepetition Financing Agreement, or (iii) the receipt of any distributable Sale Proceeds available after satisfaction of the DIP Claims in connection with an Alternative Sale Transaction, with any deficiency Claim being treated as a General Unsecured Claim; (c) the appointment of the Liquidating Trustee pursuant to the

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

mechanics set forth in the Plan, and (d) the establishment of a Liquidating Trust to, among other things, (i) receive and hold the Liquidating Trust Assets, (ii) facilitate the Wind-Down, and (iii) administer claims and liquidate and distribute the Liquidating Trust Assets to Holders of Allowed Class 4 General Unsecured Claims and Allowed Class 5 Litigation Claims.

9. Article IX of the Plan contains certain release, injunction and exculpation provisions, including releases by the Debtor and its Estate of various parties. The Plan also includes third party releases by the Releasing Parties, including certain Holders of Claims and Interests, of the Released Parties.

10. As set forth in the Plan and the Disclosure Statement, the Liquidating Trust Assets will vest in and be transferred to the Liquidating Trust on the Effective Date and include: all property of the Debtor's Estate not transferred pursuant to the Plan Sale or an Alternative Sale Transaction or distributed to holders of Allowed Claims on the Effective Date, including, without limitation, the Sale Proceeds, the Retained Causes of Action, and the Wind-down Amount; *provided, however*, that the following shall not constitute Liquidating Trust Assets: (i) the Debtor's Cash reserved for payment of Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Secured Claims, and Allowed Other Priority Claims and (ii) the Professional Fee Reserve.

11. The Holders of Allowed Class 4 General Unsecured Claims and Allowed Class 5 Litigation Claims will be the beneficiaries of the Liquidating Trust and will receive their *pro rata* share of the Beneficial Trust Interests, which Beneficial Trust Interests will entitle the holders thereof to receive their *pro rata* share of the distributable proceeds from the Liquidating Trust Assets.

12. Holders of Class 6 Intercompany Claims, Class 7 Section 510(b) Claims, and Class 8 Interests are not entitled to any recovery under the Plan.

13. The classification and treatment of each Class of Claims and Interests under the Plan is set forth below:

| <b>Class</b> | <b>Claim or Interest</b>          | <b>Status</b> | <b>Voting Rights</b>                      |
|--------------|-----------------------------------|---------------|-------------------------------------------|
| 1            | Other Priority Claims             | Unimpaired    | Not Entitled to Vote (Presumed to Accept) |
| 2            | Other Secured Claims              | Unimpaired    | Not Entitled to Vote (Presumed to Accept) |
| 3            | Prepetition Loan Guarantee Claims | Impaired      | Entitled to Vote                          |
| 4            | General Unsecured Claims          | Impaired      | Entitled to Vote                          |
| 5            | Litigation Claims                 | Impaired      | Entitled to Vote                          |
| 6            | Intercompany Claims               | Impaired      | Not Entitled to Vote (Deemed to Reject)   |
| 7            | Section 510(b) Claims             | Impaired      | Not Entitled to Vote (Deemed to Reject)   |
| 8            | Interests                         | Impaired      | Not Entitled to Vote (Deemed to Reject)   |

**B. The Voting Classes and the Non-Voting Classes**

14. The Holders of the Prepetition Loan Guarantee Claims in Class 3, General Unsecured Claims in Class 4, and Litigation Claims in Class 5, as of the record date for determining which Holders of Claims are entitled to vote on the Plan (the “Voting Record Date”), are the only Holders of Claims entitled to vote on the Plan, subject to the eligibility criteria set forth in the solicitation and tabulation procedures below. All other Holders of Claims or Interests are not entitled to vote on the Plan because those Holders either (a) hold a Claim that is not classified under the Plan, (b) hold a Claim that is Unimpaired under the Plan and are therefore conclusively presumed to accept the Plan under section 1126(f) of the Bankruptcy Code, or

(c) hold a Claim or Interest that is Impaired under the Plan, are not receiving a distribution, and are therefore deemed to reject the Plan under section 1126(g) of the Bankruptcy Code.

**C. The Disclosure Statement**

15. The Disclosure Statement provides an overview of the Chapter 11 Case, the Debtor's assets and liabilities, and an estimate of distributions to Holders on account of Allowed Claims. The Disclosure Statement further provides Holders of Claims, who are eligible to vote, with sufficient detail to vote to accept or reject the Plan on an informed basis. Accordingly, the Debtor proposes the Disclosure Statement and the Plan and seeks approval of the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code.

**RELIEF REQUESTED**

16. By this Motion, the Debtor seeks entry of the Proposed Solicitation Procedures Order, substantially in the form attached hereto as **Exhibit A**, pursuant to sections 105(a), 1125, 1126, and 1128 of the Bankruptcy Code, Bankruptcy Rules 2002(b), 3017, 3018, and 3020, and Local Rule 3017-1, (a) approving the Disclosure Statement; (b) establishing procedures for the solicitation and tabulation of votes to accept or reject the Plan; (c) approving the forms of ballots and solicitation materials; (d) establishing a voting record date; (e) fixing the date, time, and place for a hearing (the "Confirmation Hearing") on confirmation of the Plan and establishing the deadline for filing objections related thereto; and (f) granting related relief.

17. A summary of the key dates proposed to be established by the Proposed Solicitation Procedures Order, subject to the Court's availability, is set forth below:

| Event                                                                                                                                    | Proposed Date                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| Voting Record Date                                                                                                                       | December 11, 2025                                                                                                          |
| Date by Which Solicitation Packages, Confirmation Hearing Notice, and Notice of Non-Voting Status (each as defined below) will be Mailed | No later than December 15, 2025 (On or before two business days after entry of the Proposed Solicitation Procedures Order) |
| Deadline to Object to Claims for Voting Purposes                                                                                         | December 18, 2025 at 4:00 p.m.                                                                                             |
| Deadline to file Rule 3018 Motions                                                                                                       | January 5, 2026 at 4:00 p.m.                                                                                               |
| Deadline to Reply to Claim Objections for Voting Purposes                                                                                | January 5, 2026 (14 days after service of objection)                                                                       |
| Deadline to File Plan Supplement                                                                                                         | January 8, 2026                                                                                                            |
| Deadline for Debtor to File Objections to Rule 3018 Motions                                                                              | January 15, 2026                                                                                                           |
| Voting Deadline                                                                                                                          | January 15, 2026 at 4:00 p.m. (ET)                                                                                         |
| Deadline to Object to Confirmation                                                                                                       | January 15, 2026 at 4:00 p.m. (ET)                                                                                         |
| Deadline to File Brief, Replies, and Declarations in Support of the Plan, the Proposed Confirmation Order, and the Voting Report         | January 23, 2026 at 12:00 p.m. (ET) (or prior to noon two business days prior to any adjourned Confirmation Hearing)       |
| Confirmation Hearing                                                                                                                     | January 27, 2026 (subject to the Court's availability)                                                                     |

### **BASIS FOR RELIEF**

#### **A. Approval of the Disclosure Statement and the Disclosure Statement Hearing Notice**

15. Section 1125 of the Bankruptcy Code requires that a disclosure statement be approved by the bankruptcy court as containing “adequate information” prior to a debtor’s solicitation of acceptances or rejections of a plan. 11 U.S.C. § 1125(b). “Adequate information” is defined in the Bankruptcy Code as:

information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor’s books and records . . . that would enable such a hypothetical investor of the relevant class to make an informed judgment about the plan . . . .

11 U.S.C. § 1125(a)(1).

16. In evaluating whether a disclosure statement provides “adequate information,” courts adhere to the Bankruptcy Code’s instruction that making this determination is a flexible exercise based on the facts and circumstances of each case and is within the broad discretion of the court. *See, e.g., Krystal Cadillac-Oldsmobile GMC Truck, Inc. v. Gen. Motors Corp.*, 337 F.3d 314, 321–22 (3d Cir. 2003); *see also Oneida Motor Freight, Inc. v. United Jersey Bank*, 848 F.2d 414, 417 (3d Cir. 1988) (“From the legislative history of § 1125 we discern that adequate information will be determined by the facts and circumstances of each case.”); *First Am. Bank of New York v. Century Glove, Inc.*, 81 B.R. 274, 279 (D. Del. 1988) (noting that adequacy of disclosure for a particular debtor will be determined based on how much information is available from outside sources); S. Rep. No. 95-989, at 121 (1978), *reprinted in* 1978 U.S.C.C.A.N. 5787, 5907 (“[T]he information required will necessarily be governed by the circumstances of the case.”); *In re Ferretti*, 128 B.R. 16, 19 (Bankr. D.N.H. 1991) (stating that a disclosure statement “must clearly and succinctly inform the average unsecured creditor what it is going to get, when it is going to get it, and what contingencies there are to getting its distribution.”).

17. In accordance with these precepts, the Disclosure Statement provides the pertinent information necessary for eligible Holders of Claims to make an informed decision about whether to vote to accept or reject the Plan. Specifically, the Disclosure Statement provides, among other things, information regarding:

- the major events that occurred prior to, and during the course of, the Chapter 11 Case (Article II and III);
- a summary of the classification and treatment of all Classes of Claims and Interests under the Plan (Article I.E);
- an estimate of distributions to the Holders of Allowed Claims pursuant to the Plan (Article I.E);
- a detailed description of the treatment of all Classes of Claims and Interests under the Plan (Article IV)

- the means for implementation of the Plan (Article V);
- the provisions governing distributions under the Plan (Article VII);
- the provisions providing for the release of claims and causes of action by the Debtor and Holders of Claims or Interests and certain exculpation and injunction provisions (Article X);
- risk factors with respect to the Plan (Article XIV);
- the feasibility of the Plan (Article I.G.6); and
- a liquidation analysis setting forth the estimated recovery that Holders of Claims or Interests would receive if the Chapter 11 Case was converted to a case under chapter 7 of the Bankruptcy Code (Article I.F.8. and Exhibit B to the Disclosure Statement)

18. Accordingly, the Debtor respectfully submits that the Disclosure Statement contains all or substantially all of the information typically considered by courts and respectfully requests that the Court approve the Disclosure Statement as it meets the requirements of section 1125 of the Bankruptcy Code.

19. With respect to notice of the Disclosure Statement hearing, Bankruptcy Rule 3017(a) requires that creditors and other parties in interest receive twenty-eight (28) days' notice of the hearing to consider a proposed disclosure statement and, additionally, Bankruptcy Rule 2002(b) requires that creditors and other parties in interest have twenty-eight (28) days' notice of the deadline to object to a proposed disclosure statement. Fed. R. Bankr. P. 3017(a) and 2002(b). However, Local Rule 3017-1(a) expands upon the notice period provided by the Bankruptcy Rules and requires thirty-five (35) days' notice of the hearing to consider a proposed disclosure statement. Del. Bankr. L.R. 3017-1(a).

20. In accordance with the Bankruptcy Rules and Local Rules, in connection with the hearing on the Disclosure Statement, the Debtor served, or caused to be served, (i) all known creditors and (ii) all parties requesting notice in the Chapter 11 Case pursuant to

Bankruptcy Rule 2002 with the notice annexed as **Exhibit B** hereto (the “Disclosure Statement Hearing Notice”). The Disclosure Statement Hearing Notice also appears at Docket No. 51. Additionally, in accordance with Bankruptcy Rule 3017(a), the Debtor also will serve, or caused to be served, (i) the U.S. Trustee; (ii) the holders of the 20 largest unsecured claims against the Debtor (iii) counsel to the administrative agent under the Debtor’s proposed postpetition financing facility; (iv) counsel to the DIP Lender; (v) the United States Attorney’s Office for the District of Delaware; (vi) the Internal Revenue Service; (vii) the Securities and Exchange Commission; (viii) the state attorneys general for states in which the Debtor conducts business; and (ix) regulatory agencies having a regulatory or statutory interest in the Chapter 11 Case. The Disclosure Statement Hearing Notice identifies: (x) the date, time, and place of the Disclosure Statement Hearing; (y) the manner in which a copy of the Disclosure Statement (and exhibits thereto, including the Plan) can be obtained; and (z) the deadline and procedures for filing objections to the approval of the Disclosure Statement.

21. For the above-stated reasons, the Debtor respectfully requests that the Court approve the Disclosure Statement Hearing Notice itself as appropriate and in compliance with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

## **B. Solicitation Procedures**

### *i. Approval of Form of Solicitation Materials and Ballots*

22. The Plan classifies the Claims and Interests into 8 separate Classes. A chart listing each such Class is below:

| <b>Class</b> | <b>Claim or Interest</b> | <b>Status</b> | <b>Voting Rights</b>                      |
|--------------|--------------------------|---------------|-------------------------------------------|
| 1            | Other Priority Claims    | Unimpaired    | Not Entitled to Vote (Presumed to Accept) |
| 2            | Other Secured Claims     | Unimpaired    | Not Entitled to Vote (Presumed to Accept) |

|   |                                   |          |                                         |
|---|-----------------------------------|----------|-----------------------------------------|
| 3 | Prepetition Loan Guarantee Claims | Impaired | Entitled to Vote                        |
| 4 | General Unsecured Claims          | Impaired | Entitled to Vote                        |
| 5 | Litigation Claims                 | Impaired | Entitled to Vote                        |
| 6 | Intercompany Claims               | Impaired | Not Entitled to Vote (Deemed to Reject) |
| 7 | Section 510(b) Claims             | Impaired | Not Entitled to Vote (Deemed to Reject) |
| 8 | Interests                         | Impaired | Not Entitled to Vote (Deemed to Reject) |

23. As detailed above, only three (3) Classes are Impaired and entitled to vote to accept or reject the Plan—Class 3 (Prepetition Loan Guarantee Claims), Class 4 (General Unsecured Claims), and Class 5 (Litigation Claims) (together, the “Voting Classes”). The remaining Classes (collectively, the “Non-Voting Classes”) are not entitled to vote on the Plan, as they are conclusively presumed to have accepted the Plan in accordance with section 1126(f) of the Bankruptcy Code (in the case of Class 1 (Other Priority Claims) and Class 2 (Other Secured Claims)) or to have rejected the Plan in accordance with section 1126(g) of the Bankruptcy Code (in the case of Class 6 (Intercompany Claims), Class 7 (Section 510(b) Claims), and Class 8 (Interests)).

24. Bankruptcy Rule 3017(d) identifies the materials that must be provided to the holders of claims and equity interests for purposes of soliciting votes and providing adequate notice of the hearing on confirmation of a plan:

After the disclosure statement has been approved, the court must order the debtor in possession, the trustee, the plan proponent, or the clerk to mail the following items to creditors and equity security holders and, in a Chapter 11 case, to send a copy of each to the United States trustee:

- (1) the court-approved disclosure statement;
- (2) the plan or a court-approved summary of it;

- (3) a notice of the time to file acceptances and rejections of the plan; and
- (4) any other information as the court orders—including any opinion approving the disclosure statement or a court-approved summary of the opinion.

Fed. R. Bankr. P. 3017(d).

25. The Debtor proposes that the following materials be mailed no later than two (2) business days after the entry of the Proposed Solicitation Procedures Order (the “Service Date”) by the Debtor’s claims and voting agent, Stretto, Inc. (the “Notice and Claims Agent”), to the Holders of Claims in the Voting Classes entitled to vote on the Plan pursuant to section B.(iii)(a) of this Motion (each, a “Solicitation Package”):

- a paper copy of the applicable form of ballot attached to the Proposed Solicitation Procedures Order as **Exhibits 1-A, 1-B, and 1-C** (the “Ballots”);<sup>3</sup>
- the notice of, among other things, the Confirmation Hearing and related objection procedures (the “Confirmation Hearing Notice”), substantially in the form attached to the Proposed Solicitation Procedures Order as **Exhibit 2**;
- instructions for accessing the Disclosure Statement, the Plan, and the approved form of the Proposed Solicitation Procedures Order;
- a pre-paid, pre-addressed return envelope; and
- any other documents and materials that the Court may direct or approve, including supplemental materials filed by the Debtor.

26. The Debtor requests that it not be required to transmit Solicitation Packages to Holders of Claims or Interests in the Non-Voting Classes, and instead propose sending such parties a notice, substantially in the form attached to the Proposed Solicitation Procedures Order as **Exhibit 3** (the “Notice of Non-Voting Status”), that gives (a) notice of the filing of the Plan,

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<sup>3</sup> The Ballots are substantially similar to Official Form No. 314 but have been modified to be consistent with the specific provisions of the Plan and the facts of the Chapter 11 Case.

(b) notice that such party has been identified as the Holder of a Claim or Interest in a Non-Voting Class or an unclassified Claim, (c) instructions regarding the Confirmation Hearing and how to obtain a copy of the Solicitation Package (other than the Ballots) free of charge, and (d) detailed directions for filing objections to confirmation of the Plan and final approval of the adequacy of the information in the Disclosure Statement.

ii. *Establishment of Voting Deadline*

27. Bankruptcy Rule 3017(c) provides that, “[o]n or before approval of the disclosure statement, the court shall fix a time within which the holders of claims and interests may accept or reject the plan . . .” Fed. R. Bankr. P. 3017(c). The Debtor will finish the plan solicitation period by mailing the Ballots (and other approved solicitation materials) to the Voting Classes no later than two (2) business days after the entry of the Proposed Solicitation Procedures Order. Based on this schedule, the Debtor proposes that any Ballots being cast must be properly executed, completed, and delivered by mail, overnight courier, personal delivery, or E-Ballot (as defined below) to the Notice and Claims Agent in accordance with the instructions set forth in the Ballots, so that the Ballots are actually *received* no later than **4:00 p.m. (prevailing Eastern Time) on January 15, 2026** (the “Voting Deadline”). This date will give Holders of Claims in the Voting Classes sufficient time to review the solicitation materials and vote on the Plan.

28. In addition to accepting paper Ballots by mail, overnight courier, and personal delivery, the Debtor requests authorization to accept Ballots from Holders of Claims in the Voting Classes through electronic Ballots (each, an “E-Ballot”) transmitted solely through a customized online balloting portal on the Debtor’s case website maintained by the Notice and Claims Agent (the “E-Balloting Portal”). Parties entitled to vote may cast an E-Ballot and thereby electronically sign and submit their Ballots. The instructions for submission of E-Ballots will be set forth on the Ballots. The encrypted Ballot data and audit trail created by such electronic

submission shall become part of the record of any Ballots submitted in this manner and the creditor's electronic signature will be deemed to be immediately legally valid and effective.

*iii. Approval of Voting and Tabulation Procedures*

(a) Holders of Claims Entitled to Vote

Only the following Holders of Claims in the Voting Classes shall be entitled to vote with regard to such Claims:

- (i) Holders of Claims who, on or before the Voting Record Date, have timely filed a proof of claim in the Chapter 11 Case (each, a "Proof of Claim") that has not been expunged, disallowed, disqualified, withdrawn, or superseded on or before the Voting Record Date; *provided, however*, that Proofs of Claim filed after the Voting Record Date shall not be counted for voting purposes and shall not entitle the respective Holders to receive a Ballot or cast a vote on the Plan, regardless of whether such Proofs of Claim are ultimately deemed timely filed under applicable law;
- (ii) Holders of Claims that are listed in the Debtor's schedules of assets and liabilities filed on the docket of the Chapter 11 Case (the "Schedules"), *provided* that Claims that are scheduled as contingent, unliquidated, or disputed (excluding such scheduled disputed, contingent, or unliquidated Claims that have been paid or superseded by a Proof of Claim timely filed on or before the Voting Record Date) shall be allowed to vote only in the amounts set forth below in subsection (b); for the avoidance of doubt, if any Holder files a Proof of Claim after the Voting Record Date but prior to the applicable bar date, such Proof of Claim shall be valid for purposes of allowance of distribution under the Plan, but shall not be considered for voting purposes, as the claims register maintained in the Chapter 11 Case (the "Claims Register") will be fixed as of the Voting Record Date for tabulation purposes;
- (iii) Holders whose Claims arise: (i) pursuant to an agreement or settlement with the Debtor, as reflected in a document filed with the Bankruptcy Court; (ii) from an order entered by the Bankruptcy Court; or (iii) from a document executed by the Debtor pursuant to authority granted by the Bankruptcy Court, in each case regardless of whether a Proof of Claim has been filed or the Claim was scheduled as contingent, unliquidated, or disputed;
- (iv) Holders of any Claim that has been temporarily allowed to vote on the Plan pursuant to Bankruptcy Rule 3018; and
- (v) with respect to any entity described in subparagraphs (i) through (iv) above, who, on or before the Voting Record Date, has transferred such entity's Claim to another entity, the assignee of such Claim; *provided* that such transfer or

assignment has been fully effectuated pursuant to the procedures set forth in Bankruptcy Rule 3001(e) and such transfer is reflected on the Claims Register on the Voting Record Date.

(b) Establishing Claim Amounts for Voting Purposes

29. The Debtor proposes that each Holder of a Claim in the Voting Classes shall be entitled to vote the amount of its Claim as of the Voting Record Date. The Debtor further proposes that the following procedures in the subsequent paragraph be utilized in tabulating the votes to accept or reject the Plan (the “Tabulation Procedures”). Solely for purposes of voting to accept or reject the Plan, and not for the purpose of the allowance of, or distribution on account of, any Claim, and without prejudice to the rights of the Debtor and its estate in any other context, the Debtor proposes that the temporarily allowed amount of a Claim used to tabulate acceptance or rejection of the Plan should be as follows:

- If, on or before the Voting Record Date, a Claim is deemed allowed under the Plan, an order of the Court, or a stipulated agreement between the parties, such Claim will be temporarily allowed for voting purposes in the deemed allowed amount set forth therein;
- If a Claim for which a Proof of Claim was timely filed as of the Voting Record Date is liquidated, non-contingent, and undisputed, or was listed in the Debtor’s Schedules as of the Voting Record Date in an amount that is liquidated, non-contingent, and undisputed, such Claim is allowed for voting purposes in the amount set forth on the Proof of Claim, or if no Proof of Claim was timely filed on or before the Voting Record Date, the Debtor’s filed Schedules;
- If a Claim for which a Proof of Claim has been timely filed on or before the Voting Record Date for unknown or undetermined amounts, or is wholly unliquidated or wholly contingent (as determined on the face of the Claim or after a reasonable review of the supporting documentation by the Notice and Claims Agent), and such Claim has not been allowed, such Claim shall be temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, at \$1.00;
- If a Claim for which a Proof of Claim has been timely filed on or before the Voting Record Date is partially unliquidated or partially contingent (as determined on the face of the Claim or after a reasonable review of the supporting documentation by the Notice and Claims Agent), such Claim is

temporarily allowed in the amount that is liquidated and non-contingent for voting purposes only, and not for purposes of allowance or distribution;

- If a Claim is listed on the Schedules as contingent, unliquidated, or disputed and a Proof of Claim was not filed by the Voting Record Date, such Claim shall be disallowed for voting purposes; *provided, however*, if the applicable bar date has not yet passed, such Claim shall be entitled to vote at \$1.00;
- Proofs of claim filed for \$0.00 are not entitled to vote;
- If the Debtor, the Committee (if any), or another party in interest has served an objection or request for estimation as to a Claim by December 18, 2025 at 4:00 p.m. (prevailing Eastern time), such Claim is temporarily disallowed for voting purposes only, and not for purposes of allowance or distribution, except to the extent and in the manner as may be set forth in such objection, or as ordered by the Court before the Voting Deadline;
- For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single creditor in a particular Class shall be aggregated as if such creditor held one (1) Claim against the Debtor in such Class, and the votes related to such Claims shall be treated as a single vote to accept or reject the Plan;
- Notwithstanding anything to the contrary contained herein, any creditor who has filed or purchased duplicate Claims within the same Voting Class shall be provided with only one (1) Solicitation Package and one (1) Ballot for voting a single Claim in such Class, regardless of whether the Debtor has objected to such duplicate Claims; and
- If a Proof of Claim has been amended by a later Proof of Claim that is filed on or prior to the Voting Record Date, the later filed amending Proof of Claim shall be entitled to vote in a manner consistent with these Tabulation Procedures, and the earlier filed Proof of Claim shall be disallowed for voting purposes, regardless of whether the Debtor has objected to such amended Proof of claim. Except as otherwise ordered by the Court, any amendment to a Proof of Claim after the Voting Record Date shall not be considered for purposes of these Tabulation Procedures.

### **Voting Rules**

- Except as otherwise ordered by the Court, any Ballots received after the Voting Deadline will not be counted absent the consent of the Debtor, in its discretion, in consultation with the Committee (if any); *provided* that any such extensions shall be disclosed in the voting report (the “Voting Report”) submitted by the Claims and Noticing Agent;

- Any Ballots that are illegible or contain insufficient information to permit the identification of the claimant will not be counted;
- Any Ballots cast by a person or entity that does not hold a Claim in the Voting Classes as of the Voting Record Date will not be counted;
- Any unsigned Ballots will not be counted, *provided* that Ballots validly submitted through the E-Balloting Portal will be deemed signed;
- Except in the Debtor's discretion, in consultation with the Committee (if any), any Ballots transmitted to the Notice and Claims Agent by facsimile or other electronic means (other than through the E-Balloting Portal) will not be counted;
- Any Ballots that do not indicate an acceptance or rejection of the Plan, or that indicate both an acceptance and rejection of the Plan, will not be counted;
- Whenever a claimant casts more than one (1) Ballot voting the same Claim prior to the Voting Deadline, only the latest-dated valid Ballot timely received will be deemed to reflect the voter's intent and, thus, will supersede any prior Ballots;
- If a claimant casts simultaneous duplicative Ballots that are voted inconsistently, such Ballots will not be counted;
- Subject to the other Tabulation Procedures, each claimant will be deemed to have voted the full amount of its Claim as set forth on its Ballot;
- Claimants may not split their vote within a Class; thus, each claimant will be required to vote all of its Claims within the Class either to accept or reject the Plan, and any votes that are split will not be counted; and
- Subject to any contrary order of the Court, the Debtor further reserves the right to waive any defects, irregularities, or conditions of delivery as to any particular Ballot; *provided* that any such waivers shall be disclosed in the Voting Report.

30. The Debtor respectfully submits that the Tabulation Procedures are appropriate and reasonable under the circumstances and should be approved.

*iv. Establishment of Voting Record Date*

31. Bankruptcy Rule 3018(a) provides that a creditor cannot vote on a plan unless it is a holder of record of a claim on the date that the disclosure statement is approved, or

such other date that is fixed by the Court. *See* Fed. R. Bankr. P. 3018(a). Bankruptcy Rule 3017 provides that the bankruptcy court may set the date on which the disclosure statement is approved or another date as the record date for determining which holders of securities are entitled to receive solicitation materials, including ballots for voting on a chapter 11 plan. *See* Fed. R. Bankr. P. 3017(d).

32. The Debtor proposes that the Court establish December 11, 2025 as the Voting Record Date for purposes of determining which Holders of Claims are entitled to receive Ballots to vote to accept or reject the Plan. Subject to the above eligibility requirements, only the Holders of Class 3 Prepetition Loan Guarantee Claims, Class 4 General Unsecured Claims, and Class 5 Litigation Claims, as of the Voting Record Date, are entitled to vote. Establishing December 11, 2025 as the Voting Record Date will provide sufficient time for the Debtor and the Notice and Claims Agent to ensure that the Solicitation Packages can be mailed by the Service Date.

33. With respect to any transferred Claim, the Debtor proposes that the transferee will be entitled to receive and cast a Ballot on account of such transferred Claim only if (a) all actions necessary to effect the transfer of the Claim pursuant to Bankruptcy Rule 3001(e) have been completed by the Voting Record Date (including, without limitation, the passage of any applicable objection period) or (b) the transferee files, no later than the Voting Record Date, (i) the documentation required by Bankruptcy Rule 3001(e) to evidence the transfer and (ii) a sworn statement of the transferor supporting the validity of the transfer.

*v. Procedures for Temporary Allowance of Claims*

34. The Debtor proposes that any Holder of a Claim that seeks to challenge the temporary allowance of its claim for voting purposes based on the Tabulation Procedures be

required to file a motion, pursuant to Bankruptcy Rule 3018(a)<sup>4</sup>, for an order temporarily allowing its Claim in a different amount or classification for purposes of voting to accept or reject the Plan (a “Rule 3018 Motion”), no later than **January 5, 2026 at 4:00 p.m. (prevailing Eastern Time)**, and serve the Rule 3018 Motion on the Debtor. The Debtor (and, with respect to filing a response, any party in interest) will then (a) have until January 15, 2026 to file and serve any responses to such Rule 3018 Motions, and (b) coordinate with the Court to adjudicate and resolve all pending Rule 3018 Motions prior to the Confirmation Hearing. In accordance with Bankruptcy Rule 3018, the Debtor further proposes that any Ballots submitted by a Holder of a Claim that files a Rule 3018 Motion will be counted solely in accordance with the Tabulation Procedures and other applicable provisions contained herein unless and until the underlying claim or interest is temporarily allowed by the Court for voting purposes in a different amount, after notice and a hearing.

**C. The Confirmation Hearing, Confirmation Objection Deadline, and Notice Thereof**

35. Bankruptcy Rule 3017 provides that, on or before the approval of a disclosure statement, a bankruptcy court “may set a date for a confirmation hearing.” Fed. R. Bankr. P. 3017(c). Bankruptcy Rule 2002(b) requires that the Debtor provide notice to all creditors and parties in interest at least twenty-eight (28) days prior to the deadline for filing objections to confirmation of the Plan. Bankruptcy Rule 2002(d), in turn, requires that equity security holders be given notice of these matters in the manner and form directed by the Court.

36. Consistent with the foregoing authority, the Debtor respectfully requests that the Confirmation Hearing to consider confirmation of the Plan be set for **January 27, 2026**,

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<sup>4</sup> Bankruptcy Rule 3018(a) provides that “the court may, after notice and hearing, temporarily allow the claim or interest in an amount which the court deems proper for the purpose of accepting or rejecting a plan.”

subject to the Court's availability. The Confirmation Hearing may be continued from time to time by the Court or the Debtor without further notice other than an announcement in open court or through filing of hearing agendas. The proposed timing for the Confirmation Hearing will enable the Debtor to pursue confirmation of the Plan in a timely fashion.

37. In the interests of orderly procedure, the Debtor further requests that objections to confirmation of the Plan, if any, must (a) be in writing and (b) be filed with the Court and served on the following: (i) the Debtor, 7101 Jackson Road, Ann Arbor, MI 48103, Attn.: Richard Wu (rwu@alvarezandmarsal.com); (ii) proposed counsel to the Debtor, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801, Attn.: Sean M. Beach (sbeach@ycst.com) and Matthew B. Lunn (mlunn@ycst.com); (iii) the U.S. Trustee, J. Caleb Boggs Federal Building, 844 King Street, Room 2207, Wilmington, DE 19801, Attn.: Linda Casey (linda.casey@usdoj.gov); (iv) counsel to the administrative agent under the Debtor's postpetition financing facility, Ropes & Gray LLP, 191 North Wacker Drive, 32nd Floor, Chicago, IL 60606, Attn.: Chris Dickerson (chris.dickerson@ropesgray.com); (v) counsel to the administrative agent under the Debtor's prepetition financing facility, McDermott Will & Schulte, 919 Third Avenue, New York, NY 10022, Attn: Adam C. Harris (adam.harris@srz.com); and (vi) counsel to any statutory committee appointed in the Chapter 11 Case (if any), so that they are received no later than **4:00 p.m. (prevailing Eastern Time) on January 15, 2026** (the "**Confirmation Objection Deadline**").

38. The Debtor shall, if it deems necessary in its discretion, and any other party in interest may, file a reply to any such objection or brief in support of confirmation of the Plan, or final approval of the adequacy of the disclosures contained in the Disclosure Statement, by no

later than **12:00 p.m. (prevailing Eastern Time) on January 23, 2026** (or two (2) business days prior to the date of any adjourned Confirmation Hearing).

39. The Confirmation Hearing Notice sets forth, among other things, (a) the Confirmation Objection Deadline, (b) the time, date, and place of the Confirmation Hearing, and (c) instructions on how to obtain a copy of the Disclosure Statement and the Plan free of charge. The Debtor will cause the Confirmation Hearing Notice to be served by the Service Date on the following parties, excluding any parties set to receive the Notice of Non-Voting Status: (a) all persons or entities that have filed or are deemed to have filed a Proof of Claim or request for allowance of Claim as of the Voting Record Date; (b) all persons or entities listed on the Schedules as holding a Claim or potential Claim; (c) the Securities and Exchange Commission and any regulatory agencies with oversight authority of the Debtor; (d) the Internal Revenue Service; (e) the United States Attorney's Office for the District of Delaware; (f) all entities known by the Debtor to hold or assert a lien or other interest in the Debtor's property; and (g) any other parties that have requested notice pursuant to Bankruptcy Rule 2002. In addition, the Debtor will cause the Non-Voting Status Notice to be served on Holders of Claims and Interests in the Non-Voting Classes. Under the Debtor's proposed timeline set forth herein, the Confirmation Hearing Notice and the Notice of Non-Voting Status will be served at least twenty-eight (28) days prior to the Confirmation Objection Deadline, and at least thirty-five (35) days prior to the Confirmation Hearing.

40. Bankruptcy Rule 2002(l) also provides that "[t]he court may order notice by publication if it finds that notice by mail is impracticable or that it is desirable to supplement the notice." *See* Fed. R. Bankr. P. 2002(l). In addition to including the Confirmation Hearing Notice in the Solicitation Package, the Debtor will cause the Confirmation Hearing Notice, as may

be modified for publication, to be published once in the national edition of the *New York Times* or similar nationally-circulated publication no later than five (5) business days after entry of the Disclosure Statement Order, or as soon as reasonably practicable thereafter.

41. The Debtor submits that the foregoing procedures for providing notice of the Confirmation Hearing, the Confirmation Objection Deadline, and related matters fully comply with Bankruptcy Rules 2002 and 3017 and Local Rule 3017-1, and the time limits set forth therein, are consistent with sections 105, 1126(f), and 1126(g) of the Bankruptcy Code and Bankruptcy Rule 3017(d) with respect to parties that are not entitled to vote on the Plan, are fair to Holders of Claims or Interests and other parties in interest, and are designed to permit an organized and efficient Confirmation Hearing. Accordingly, the Debtor respectfully requests that the Court approve such notice procedures as appropriate under the circumstances of the Chapter 11 Case and in compliance with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

#### **NON-SUBSTANTIVE MODIFICATIONS**

42. The Debtor, in consultation with the Committee (if any), requests authorization to make non-substantive modifications to the Confirmation Hearing Notice, the Notice of Non-Voting Status, the Solicitation Package, the Ballots, and related documents without further order of the Court, including modifications to correct typographic and grammatical errors, if any, and to make conforming modifications to the Disclosure Statement and the Plan, and any other materials in the Solicitation Package prior to distribution.

#### **NOTICE**

43. The Debtor will provide notice of this Motion to the following parties:

- (i) the U.S. Trustee; (ii) the holders of the 20 largest unsecured claims against the Debtor;
- (iii) counsel to the administrative agent under the Debtor's prepetition financing facility;

(iv) counsel to the DIP Lender; (v) the United States Attorney's Office for the District of Delaware; (vi) the Internal Revenue Service; (vii) the Securities and Exchange Commission; (viii) the state attorneys general for states in which the Debtor conducts business; (ix) regulatory agencies having a regulatory or statutory interest in the Chapter 11 Case; and (x) any statutory committee appointed in the Chapter 11 Case (if any). The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be given.

*[Remainder of Page Intentionally Left Blank]*

**CONCLUSION**

WHEREFORE, the Debtor respectfully requests that the Court enter the Proposed Solicitation Procedures Order granting the relief requested herein and such other and further relief as is just and proper.

Dated: November 7, 2025  
Wilmington, Delaware

**YOUNG CONAWAY STARGATT & TAYLOR, LLP**

/s/ Jared W. Kochenash

Sean M. Beach (No. 4070)

Matthew B. Lunn (No. 4119)

Jared W. Kochenash (No. 6557)

Daniel Trager (No. 7465)

Roger L. Sharp (No. 7454)

Rodney Square

1000 N. King Street

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jkochenash@ycst.com

dtrager@ycst.com

rsharp@ycst.com

*Proposed Counsel for the Debtor  
and Debtor in Possession*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

NORCOLD LLC,<sup>1</sup>

Debtor.

Chapter 11

Case No. 25-11933 (TMH)

**Hearing Date:**

**December 11, 2025 at 10:00 a.m. (ET)**

**Objection Deadline:**

**December 4, 2025 at 4:00 p.m. (ET)**

**NOTICE OF MOTION**

**PLEASE TAKE NOTICE** that the above-captioned debtor and debtor in possession (the “Debtor”) filed the *Debtor’s Motion for Entry of an Order (A) Approving the Disclosure Statement; (B) Establishing Solicitation and Tabulation Procedures; (C) Approving the Forms of Ballots and Solicitation Materials; (D) Establishing the Voting Record Date; (E) Fixing the Date, Time, and Place for the Confirmation Hearing and the Deadline for Filing Objections Thereto; and (F) Granting Related Relief* (the “Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

**PLEASE TAKE FURTHER NOTICE** that any objections to the Motion must be filed on or before **December 4, 2025 at 4:00 p.m. (ET)** (the “Objection Deadline”) with the United States Bankruptcy Court for the District of Delaware, 3<sup>rd</sup> Floor, 824 North N. Market Street, Wilmington, Delaware 19801. At the same time, you must serve a copy of any objection upon the undersigned proposed counsel to the Debtor so as to be received on or before the Objection Deadline.

**PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE MOTION WILL BE HELD ON DECEMBER 11, 2025 AT 10:00 A.M. (ET) BEFORE THE HONORABLE THOMAS M. HORAN IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 3RD FLOOR, COURTROOM NO. 7, WILMINGTON, DELAWARE 19801.**

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<sup>1</sup> The Debtor in this chapter 11 case, along with the last four digits of the Debtor’s federal tax identification number, is: Norcold LLC (6081). For purposes of this chapter 11 case, the Debtor’s service address is 7101 Jackson Road, Ann Arbor, MI 48103.

**PLEASE TAKE FURTHER NOTICE THAT, IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR A HEARING.**

Dated: November 7, 2025  
Wilmington, Delaware

**YOUNG CONAWAY STARGATT & TAYLOR, LLP**

/s/ Jared W. Kochenash

Sean M. Beach (No. 4070)

Matthew B. Lunn (No. 4119)

Jared W. Kochenash (No. 6557)

Daniel Trager (No. 7465)

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dtrager@ycst.com

rsharp@ycst.com

*Proposed Counsel for the Debtor  
and Debtor in Possession*

**EXHIBIT A**

**Proposed Solicitation Procedures Order**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

NORCOLD LLC,<sup>1</sup>

Debtor.

Chapter 11

Case No. 25-11933 (TMH)

Ref. Docket No.

**ORDER (A) APPROVING THE DISCLOSURE STATEMENT; (B) ESTABLISHING SOLICITATION AND TABULATION PROCEDURES; (C) APPROVING THE FORM OF BALLOT AND SOLICITATION MATERIALS; (D) ESTABLISHING THE VOTING RECORD DATE; (E) FIXING THE DATE, TIME, AND PLACE FOR THE CONFIRMATION HEARING AND THE DEADLINE FOR FILING OBJECTIONS THERETO; AND (F) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “Motion”)<sup>2</sup> of the Debtor for entry of an order (this “Order”): (a) approving the Disclosure Statement; (b) establishing procedures for the solicitation and tabulation of votes to accept or reject the Plan; (c) approving the forms of ballots and solicitation materials; (d) establishing a voting record date; (e) fixing the date, time, and place for the Confirmation Hearing and establishing the deadline for filing objections related thereto; and (f) granting related relief; and after due deliberation and sufficient cause appearing therefor,

**THIS COURT HEREBY FINDS AS FOLLOWS:**

A. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order.

B. Consideration of the Motion is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

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<sup>1</sup> The Debtor in this chapter 11 case, along with the last four digits of the Debtor’s federal tax identification number, is: Norcold LLC (6081). For purposes of this chapter 11 case, the Debtor’s service address is 7101 Jackson Road, Ann Arbor, MI 48103.

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

C. This Court may, consistent with Article III of the United States Constitution, issue a final order in connection with the Motion.

D. Venue of the proceeding and the Motion in this District is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

E. The relief requested in the Motion is in the best interests of the Debtor's estate, its creditors, and other parties in interest.

F. The notice of the Motion and the Disclosure Statement Hearing Notice were served as set forth in the Motion, and such notice constitutes good and sufficient notice to all interested parties, complies with Bankruptcy Rules 2002 and 3017, and no other or further notice need be provided.

G. The forms of ballots attached hereto as **Exhibits 1-A, 1-B, and 1-C** (the "**Ballots**"): (i) are consistent with Official Form No. 314; (ii) adequately address the particular needs of the Chapter 11 Case; (iii) are appropriate for the Voting Classes; and (iv) comply with Bankruptcy Rule 3017(d).

H. The Ballots need not be provided to Holders of Claims or Interests in the Non-Voting Classes (set forth below), as such Non-Voting Classes are either (i) Unimpaired and are conclusively presumed to have accepted the Plan in accordance with section 1126(f) of the Bankruptcy Code or (ii) Impaired but will neither retain nor receive any property under the Plan and, thus, are conclusively deemed to have rejected the Plan under section 1126(g) of the Bankruptcy Code:

| <b>Class</b> | <b>Claim or Interest</b> | <b>Status</b> | <b>Voting Rights</b>                      |
|--------------|--------------------------|---------------|-------------------------------------------|
| 1            | Other Priority Claims    | Unimpaired    | Not Entitled to Vote (Presumed to Accept) |
| 2            | Other Secured Claims     | Unimpaired    | Not Entitled to Vote (Presumed to Accept) |

|   |                       |          |                                         |
|---|-----------------------|----------|-----------------------------------------|
| 6 | Intercompany Claims   | Impaired | Not Entitled to Vote (Deemed to Reject) |
| 7 | Section 510(b) Claims | Impaired | Not Entitled to Vote (Deemed to Reject) |
| 8 | Interests             | Impaired | Not Entitled to Vote (Deemed to Reject) |

I. The period during which the Debtor may solicit votes to accept or reject the Plan, as established by this Order, provides sufficient time for the Holders of Claims in the Voting Classes to make an informed decision to accept or reject the Plan and submit Ballots in a timely fashion, and the solicitation provided by this Order is consistent with section 1126 of the Bankruptcy Code.

J. The Tabulation Procedures for the solicitation and tabulation of votes to accept or reject the Plan, as approved herein, provide a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code.

K. The contents of the Solicitation Package and the procedures for providing notice of the Confirmation Hearing and the other matters set forth in the Confirmation Hearing Notice, under the circumstances, constitute sufficient notice to all interested parties in accordance with Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

L. In addition to serving the Confirmation Hearing Notice as provided for herein, the Debtor shall cause the Confirmation Hearing Notice, as may be modified for publication, to be published once in the national edition of the *New York Times* or other nationally circulated publication within five (5) business days of the entry of this Order, or as soon as reasonably practicable thereafter. The publication of the Confirmation Hearing Notice will provide sufficient notice to persons who do not otherwise receive the Confirmation Hearing Notice by mail or e-mail.

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

1. The relief requested in the Motion is granted as set forth herein.

**APPROVAL OF THE DISCLOSURE STATEMENT AND THE DISCLOSURE STATEMENT HEARING NOTICE**

2. The Disclosure Statement contains adequate information as required by section 1125 of the Bankruptcy Code, and is approved. The Debtor is authorized to distribute, or cause to be distributed, the Disclosure Statement and the Solicitation Package to solicit votes on, and pursue Confirmation of, the Plan.

3. The Disclosure Statement Hearing Notice is approved.

**APPROVAL OF THE CONFIRMATION TIMELINE**

4. This Court will conduct the Confirmation Hearing regarding confirmation of the Plan on **January 27, 2026 at [●] (prevailing Eastern Time)**. The Confirmation Hearing may be continued from time to time without further notice other than by (a) announcing any adjourned date at any hearing (including status conferences) or (b) filing a notice on the docket of the Chapter 11 Case, which notice may be a hearing agenda.

5. The following dates and deadlines, are hereby approved:

| <b>Event</b>                                                                                                                             | <b>Proposed Date</b>                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| Voting Record Date                                                                                                                       | December 11, 2025                                                                                                          |
| Date by Which Solicitation Packages, Confirmation Hearing Notice, and Notice of Non-Voting Status (each as defined below) will be Mailed | No later than December 15, 2025 (On or before two business days after entry of the Proposed Solicitation Procedures Order) |
| Deadline to Object to Claims for Voting Purposes                                                                                         | December 18, 2025 at 4:00 p.m.                                                                                             |
| Deadline to file Rule 3018 Motions                                                                                                       | January 5, 2026 at 4:00 p.m.                                                                                               |
| Deadline to Reply to Claim Objections for Voting Purposes                                                                                | January 5, 2026 (14 days after service of objection)                                                                       |
| Deadline to File Plan Supplement                                                                                                         | January 8, 2026                                                                                                            |

|                                                                                                                                  |                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| Deadline for Debtor to File Objections to Rule 3018 Motions                                                                      | January 15, 2026                                                                                                     |
| Voting Deadline                                                                                                                  | January 15, 2026 at 4:00 p.m. (ET)                                                                                   |
| Deadline to Object to Confirmation                                                                                               | January 15, 2026 at 4:00 p.m. (ET)                                                                                   |
| Deadline to File Brief, Replies, and Declarations in Support of the Plan, the Proposed Confirmation Order, and the Voting Report | January 23, 2026 at 12:00 p.m. (ET) (or prior to noon two business days prior to any adjourned Confirmation Hearing) |
| Confirmation Hearing                                                                                                             | January 27, 2026 (subject to the Court's availability)                                                               |

### **APPROVAL OF THE SOLICITATION PROCEDURES**

6. The Ballots, in substantially the forms attached hereto as **Exhibits 1-A, 1-B, and 1-C** are approved.

7. The Confirmation Hearing Notice, in substantially the form attached hereto as **Exhibit 2**, is approved.

8. The Notice of Non-Voting Status, in substantially the form attached hereto as **Exhibit 3**, is approved.

9. Pursuant to Bankruptcy Rules 3018(a) and 3017(d), **December 11, 2025** shall be the record date for purposes of determining which Holders of Claims are entitled to receive Solicitation Packages and vote on the Plan (the "**Voting Record Date**").

10. With respect to any transferred Claim, the transferee shall only be entitled to receive and cast a Ballot on account of such transferred Claim if: (a) all actions necessary to effect the transfer of the Claim pursuant to Bankruptcy Rule 3001(e) have been completed by the Voting Record Date (including, without limitation, the passage of any applicable objection period) or (b) the transferee files, no later than the Voting Record Date, (i) the documentation required by

Bankruptcy Rule 3001(e) to evidence the transfer, and (ii) a sworn statement of the transferor supporting the validity of the transfer.

11. On or prior to the date that is two (2) business days following entry of this Order (the “Service Date”), the Notice and Claims Agent shall mail the Solicitation Package to the Holders of Claims in the Voting Classes, as of the Voting Record Date, containing copies of: (a) the Confirmation Hearing Notice; (b) instructions for accessing the Disclosure Statement, the Plan, and this Order and for obtaining paper copies of the Disclosure Statement, the Plan, and this Order from the Notice and Claims Agent; (c) the applicable Ballot; and (d) a pre-paid, pre-addressed return envelope. The Debtor shall be excused from distributing Solicitation Packages to those persons or entities listed at addresses for which previous mailings have been returned as undeliverable, unless the Debtor receives written notice of accurate addresses for such persons or entities prior to the Voting Record Date, in which case the Debtor shall mail the Solicitation Package to the new address. The Debtor and the Notice and Claims Agent are also not required to conduct any additional research for updated addresses based on undeliverable Solicitation Packages (including undeliverable Ballots) or Confirmation Hearing Notice.

12. On or prior to the Service Date, the Notice and Claims Agent shall mail the Confirmation Hearing Notice to the following parties, to the extent such parties are not otherwise entitled to receive a Solicitation Package or a Notice of Non-Voting Status: (a) all persons or entities that have filed or are deemed to have filed a Proof of Claim (as defined herein) or request for allowance of Claim as of the Voting Record Date; (b) all persons or entities listed on the Schedules as holding a Claim or potential Claim; (c) the Securities and Exchange Commission and any regulatory agencies with oversight authority of the Debtor; (d) the Internal Revenue Service; (e) the United States Attorney’s Office for the District of Delaware; (f) all entities known by the

Debtor to hold or assert a lien or other interest in the Debtor's property; and (g) any other parties that have requested notice pursuant to Bankruptcy Rule 2002.

13. The Debtor shall cause the Confirmation Hearing Notice, as may be modified for publication, to be published once in the national edition of the *New York Times* or other nationally circulated publication within five (5) business days of the entry of this Order, or as soon as reasonably practicable thereafter.

14. On or prior to the Service Date, the Notice and Claims Agent shall mail the Notice of Non-Voting Status to the Holders of Claims or Interests in the Non-Voting Classes.

15. To be counted as a vote to accept or reject the Plan, a Ballot must be properly executed, completed, and delivered to the Notice and Claims Agent in accordance with the instructions on the Ballot so that it is actually received no later than **4:00 p.m. (prevailing Eastern Time) on January 15, 2026** (the "Voting Deadline").

16. Only the following Holders of Claims in the Voting Classes shall be entitled to vote with regard to such Claims:

- (i) Holders of Claims who, on or before the Voting Record Date, have timely filed a proof of claim in the Chapter 11 Case (each, a "Proof of Claim") that has not been expunged, disallowed, disqualified, withdrawn, or superseded on or before the Voting Record Date; *provided, however*, that Proofs of Claim filed after the Voting Record Date shall not be counted for voting purposes and shall not entitle the respective Holders to receive a Ballot or cast a vote on the Plan, regardless of whether such Proofs of Claim are ultimately deemed timely filed under applicable law;
- (ii) Holders of Claims that are listed in the Debtor's schedules of assets and liabilities filed on the docket of the Chapter 11 Case (the "Schedules"), *provided* that Claims that are scheduled as contingent, unliquidated, or disputed (excluding such scheduled disputed, contingent, or unliquidated Claims that have been paid or superseded by a Proof of Claim timely filed on or before the Voting Record Date) shall be allowed to vote only in the amounts set forth below in paragraph 17 of this Order; for the avoidance of doubt, if any Holder files a Proof of Claim after the Voting Record Date but prior to the applicable bar date, such Proof of Claim shall be valid for purposes of allowance of

distribution under the Plan, but shall not be considered for voting purposes, as the claims register maintained in the Chapter 11 Case (the “Claims Register”) will be fixed as of the Voting Record Date for tabulation purposes;

- (iii) Holders whose Claims arise: (i) pursuant to an agreement or settlement with the Debtor, as reflected in a document filed with the Bankruptcy Court; (ii) from an order entered by the Bankruptcy Court; or (iii) from a document executed by the Debtor pursuant to authority granted by the Bankruptcy Court, in each case regardless of whether a Proof of Claim has been filed or the Claim was scheduled as contingent, unliquidated, or disputed;
- (iv) Holders of any Claim that has been temporarily allowed to vote on the Plan pursuant to Bankruptcy Rule 3018; and
- (v) with respect to any entity described in subparagraphs (i) through (iv) above, who, on or before the Voting Record Date, has transferred such entity’s Claim to another entity, the assignee of such Claim; provided that such transfer or assignment has been fully effectuated pursuant to the procedures set forth in Bankruptcy Rule 3001(e) and such transfer is reflected on the Claims Register on the Voting Record Date.

17. Each Holder of a Claim in the Voting Classes shall be entitled to vote the amount of its Claim as of the Voting Record Date. The following procedures in the subsequent paragraph shall be utilized in tabulating the votes to accept or reject the Plan (the “Tabulation Procedures”). Solely for purposes of voting to accept or reject the Plan, and not for the purpose of the allowance of, or distribution on account of, any Claim, and without prejudice to the rights of the Debtor and its estate in any other context, the temporarily allowed amount of a Claim used to tabulate acceptance or rejection of the Plan shall be as follows:

- If, on or before the Voting Record Date, a Claim is deemed allowed under the Plan, an order of the Court, or a stipulated agreement between the parties, such Claim will be temporarily allowed for voting purposes in the deemed allowed amount set forth therein;
- If a Claim for which a Proof of Claim was timely filed as of the Voting Record Date is liquidated, non-contingent, and undisputed, or was listed in the Debtor’s Schedules as of the Voting Record Date in an amount that is liquidated, non-contingent, and undisputed, such Claim is allowed for voting purposes in the amount set forth on the Proof of Claim, or if no Proof

of Claim was timely filed on or before the Voting Record Date, the amount set forth in the Schedules;

- If a Claim for which a Proof of Claim has been timely filed on or before the Voting Record Date for unknown or undetermined amounts, or is wholly unliquidated or wholly contingent (as determined on the face of the Claim or after a reasonable review of the supporting documentation by the Notice and Claims Agent), and such Claim has not been allowed, such Claim shall be temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, at \$1.00;
- If a Claim for which a Proof of Claim has been timely filed on or before the Voting Record Date is partially unliquidated or partially contingent (as determined on the face of the Claim or after a reasonable review of the supporting documentation by the Notice and Claims Agent), such Claim is temporarily allowed in the amount that is liquidated and non-contingent for voting purposes only, and not for purposes of allowance or distribution;
- If a Claim is listed on the Schedules as contingent, unliquidated, or disputed and a Proof of Claim was not filed by the Voting Record Date, such Claim shall be disallowed for voting purposes; *provided, however*, if the applicable bar date has not yet passed, such Claim shall be entitled to vote at \$1.00;
- Proofs of claim filed for \$0.00 are not entitled to vote;
- If the Debtor, the Committee, or another party in interest has served an objection or request for estimation as to a Claim by December 18, 2025 at 4:00 p.m. (prevailing Eastern time), such Claim is temporarily disallowed for voting purposes only, and not for purposes of allowance or distribution, except to the extent and in the manner as may be set forth in such objection, or as ordered by the Court before the Voting Deadline;
- For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single creditor in a particular Class shall be aggregated as if such creditor held one (1) Claim against the Debtor in such Class, and the votes related to such Claims shall be treated as a single vote to accept or reject the Plan;
- Notwithstanding anything to the contrary contained herein, any creditor who has filed or purchased duplicate Claims within the same Voting Class shall be provided with only one (1) Solicitation Package and one (1) Ballot for voting a single Claim in such Class, regardless of whether the Debtor has objected to such duplicate Claims; and
- If a Proof of Claim has been amended by a later proof of claim that is filed on or prior to the Voting Record Date, the later filed amending proof of claim shall be entitled to vote in a manner consistent with these Tabulation

Procedures, and the earlier filed proof of claim shall be disallowed for voting purposes, regardless of whether the Debtor has objected to such amended proof of claim. Except as otherwise ordered by the Court, any amendments to proofs of claim after the Voting Record Date shall not be considered for purposes of these Tabulation Procedures.

### **Voting Rules**

- Except as otherwise ordered by the Court, any Ballots received after the Voting Deadline will not be counted absent the consent of the Debtor, in its discretion, in consultation with the Committee; provided that any such extensions shall be disclosed in the voting report (the “Voting Report”) submitted by the Claims and Noticing Agent;
- Any Ballots that are illegible or contain insufficient information to permit the identification of the claimant will not be counted;
- Any Ballots cast by a person or entity that does not hold a Claim in the Voting Classes as of the Voting Record Date will not be counted;
- Any unsigned Ballots will not be counted, provided that Ballots validly submitted through the E-Balloting Portal will be deemed signed;
- Except in the Debtor’s discretion, in consultation with the Committee, any Ballots transmitted to the Notice and Claims Agent by facsimile or other electronic means (other than through the E-Balloting Portal) will not be counted;
- Any Ballots that do not indicate an acceptance or rejection of the Plan, or that indicate both an acceptance and rejection of the Plan, will not be counted;
- Whenever a claimant casts more than one (1) Ballot voting the same Claim prior to the Voting Deadline, only the latest-dated valid Ballot timely received will be deemed to reflect the voter’s intent and, thus, will supersede any prior Ballots;
- If a claimant casts simultaneous duplicative Ballots that are voted inconsistently, such Ballots will not be counted;
- Subject to the other Tabulation Procedures, each claimant will be deemed to have voted the full amount of its Claim as set forth on its Ballot;
- Claimants may not split their vote within a Class; thus, each claimant will be required to vote all of its Claims within the Class either to accept or reject the Plan, and any votes that are split will not be counted; and

- Subject to any contrary order of the Court, the Debtor further reserves the right to waive any defects, irregularities, or conditions of delivery as to any particular Ballot; provided that any such waivers shall be disclosed in the Voting Report.

18. Upon completion of the balloting, the Notice and Claims Agent shall certify the amount and number of allowed claims of the Voting Classes accepting or rejecting the Plan, including all votes not counted and the reason for not counting such votes, and shall set forth such detail in the Voting Report. The Voting Report shall also detail which Ballots indicated an opt-out of the releases set forth in Article IX.B of the Plan.

19. If any Holder of a Claim seeks to challenge the allowance of its Claim for voting purposes in accordance with the Tabulation Procedures, such Holder must file a motion, pursuant to Bankruptcy Rule 3018(a), for an order temporarily allowing its claim in a different amount or classification for purposes of voting to accept or reject the Plan (a “Rule 3018 Motion”) no later than **January 5, 2026 at 4:00 p.m. (prevailing Eastern Time)** and serve the Rule 3018 Motion on the Debtor. The Debtor (and, with respect to filing a response, any other party in interest) shall then (a) have until January 15, 2026 to file and serve any responses to such Rule 3018 Motions, and (b) coordinate with this Court to adjudicate and resolve all pending Rule 3018 Motions prior to the Confirmation Hearing. Any Ballots submitted by a Holder of a Claim that files a Rule 3018 Motion shall be counted solely in accordance with the Tabulation Procedures and the other applicable provisions of this Order unless and until the underlying claim or interest is temporarily allowed by this Court for voting purposes in a different amount, after notice and a hearing.

20. Objections to confirmation of the Plan or final approval of the adequacy of the disclosures contained in the Disclosure Statement, if any, must (a) be in writing; (b) state the name and address of the objecting party and the nature of the Claim or Interest of such party;

(c) comply with the Bankruptcy Rules and the Local Rules; and (d) be filed with the Clerk of the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801, with a copy served upon the following: (i) the Debtor, 7101 Jackson Road, Ann Arbor, MI 48103, Attn.: Richard Wu (rwu@alvarezandmarsal.com); (ii) proposed counsel to the Debtor, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801, Attn.: Sean M. Beach (sbeach@ycst.com) and Matthew B. Lunn (mlunn@ycst.com); (iii) the U.S. Trustee, J. Caleb Boggs Federal Building, 844 King Street, Room 2207, Wilmington, DE 19801, Attn.: Linda Casey (linda.casey@usdoj.gov); (iv) counsel to the administrative agent under the Debtor's postpetition financing facility, Ropes & Gray LLP, 191 North Wacker Drive, 32nd Floor, Chicago, IL 60606, Attn.: Chris Dickerson (chris.dickerson@ropesgray.com); (v) counsel to the administrative agent under the Debtor's prepetition financing facility, McDermott Will & Schulte, 919 Third Avenue, New York, NY 10022, Attn.: Adam C. Harris (adam.harris@srz.com); and (vi) counsel to any statutory committee appointed in the Chapter 11 Case (if any), so that they are received no later than **4:00 p.m. (prevailing Eastern Time) on January 15, 2026** (the "Confirmation Objection Deadline").

21. The Debtor shall, if it deems necessary in its discretion, and any other party in interest may, file a reply to any such objections or brief in support of confirmation of the Plan by no later than **12:00 p.m. (prevailing Eastern Time) on January 23, 2026** (two (2) business days prior to the date of any adjourned Confirmation Hearing).

22. The Debtor, in consultation with the Committee (if any), is authorized to make non- substantive and ministerial changes to the Disclosure Statement, the Plan, Confirmation Hearing Notice, Ballots, and related documents without further approval of this Court, including, without limitation, changes to correct typographical and grammatical errors and to make

conforming changes to any materials included in the Solicitation Package prior to their distribution.

23. The Debtor is authorized to take or refrain from taking any action necessary or appropriate to implement the terms of, and the relief granted in, this Order.

24. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

25. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the interpretation, implementation, and enforcement of this Order.

**EXHIBIT 1-A**

**Class 3 (Prepetition Loan Guarantee Claim) Ballot**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

NORCOLD LLC,<sup>1</sup>

Debtor.

Chapter 11

Case No. 25-11933 (TMH)

**CLASS 3 (PREPETITION LOAN GUARANTEE CLAIM) BALLOT FOR VOTING TO ACCEPT OR  
REJECT THE CHAPTER 11 PLAN OF LIQUIDATION FOR NORCOLD LLC**

**TO BE COUNTED, YOUR VOTE (WHETHER THROUGH “E-BALLOT” OR “PAPER BALLOT” AS  
DEFINED BELOW) MUST BE ACTUALLY RECEIVED BY STRETTO, INC.  
BY THE VOTING DEADLINE OF JANUARY 15, 2026 AT 4:00 P.M. (PREVAILING EASTERN TIME).**

This ballot (this “Ballot”) is being submitted to you by the above-captioned debtor and debtor in possession (collectively, the “Debtor”) to solicit your vote to accept or reject the *Chapter 11 Plan of Liquidation for Norcold LLC* [Docket No. 20] filed by the Debtor (as it may be amended, supplemented, or modified from time to time pursuant to the terms thereof, the “Plan”).<sup>2</sup> A copy of the Plan may be obtained free of charge on the dedicated webpage of Stretto, Inc. (the “Notice and Claims Agent”) at <https://cases.stretto.com/Norcold/> or upon request to the Notice and Claims Agent by (a) telephone at 1 (833) 256-5483 (toll free) or (b) email at [TeamNorcold@stretto.com](mailto:TeamNorcold@stretto.com).<sup>3</sup>

The Plan can be confirmed by the Bankruptcy Court and, thereby, made binding on you if it is accepted by the Holders of at least two-thirds 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, 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, the Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THIS BALLOT**

1. For your vote to count, you must:
  - a. Submit your Ballot by either:
    - i. Completing, executing, and submitting this paper Ballot (“Paper Ballot”) by mail, overnight courier, or hand delivery to the following address: Norcold Ballot Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602; or
    - ii. Submitting an electronic Ballot (an “E-Ballot”) through the Notice and Claims Agent’s dedicated, E-Ballot portal (the “E-Balloting Portal”). To submit your Ballot through the E-Balloting Portal, visit <https://balloting.stretto.com/> and follow the instructions to submit your E-Ballot.

<sup>1</sup> The Debtor in this chapter 11 case, along with the last four digits of the Debtor’s federal tax identification number, is: Norcold LLC (6081). For purposes of this chapter 11 case, the Debtor’s service address is 7101 Jackson Road, Ann Arbor, MI 48103.

<sup>2</sup> All capitalized terms used but not otherwise defined herein have the meanings set forth in the Plan.

<sup>3</sup> Copies of the Plan are also available for a fee on the Bankruptcy Court’s website, [www.deb.uscourts.gov](http://www.deb.uscourts.gov) (a PACER account is required).

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

Unique E-Ballot

Password: \_\_\_\_\_

- Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of E-Ballot. Please complete and submit an E-Ballot for each E-Ballot ID# you receive, as applicable. If you submit an E-Ballot, you should NOT also submit a Paper Ballot.
  - The E-Balloting Portal is the sole manner in which Ballots will be accepted by electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.
- b. In the boxes provided in Item 2 of this Ballot, indicate **either** acceptance or rejection of the Plan by checking the appropriate box;
  - c. Review and sign the acknowledgements in Item 4 of this Ballot. Please be sure to sign and date your Ballot. Your signature is required for your vote to be counted. For the avoidance of doubt, a properly submitted E-Ballot will be deemed to include a valid and original signature. If you are completing this Ballot on behalf of an entity, indicate your relationship with such entity and the capacity in which you are signing. If the Claim is held by an entity, your Ballot must be executed in the name of an authorized signatory. In addition, please provide your name and mailing address if different from that set forth on the attached mailing label or if no such mailing label is attached to this Ballot; and
  - d. **Return your Ballot (whether by E-Ballot or by Paper Ballot) so it is *received* by the Notice and Claims Agent on or before the Voting Deadline approved by the Bankruptcy Court, January 15, 2026 at 4:00 p.m. (prevailing Eastern Time).** If a Ballot is received after the Voting Deadline, it will not be counted (even if postmarked prior to the Voting Deadline), except in the Debtor's discretion. If neither the "accept" nor "reject" box is checked or if both boxes are checked in Item 2 for an otherwise properly completed, executed, and timely returned Ballot, such Ballot will not be counted for voting purposes.
2. You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and those Ballots are not voted in the same manner, such Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted. **Further, inconsistent, duplicate Ballots with respect to the same Claim shall not be counted.**
  3. This Ballot does not constitute and will not be deemed a proof of claim or an assertion of a Claim or Interest.
  4. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received properly completed Ballot will supersede any prior received Ballots.
  5. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.
  6. PLEASE RETURN YOUR BALLOT PROMPTLY. THE NOTICE AND CLAIMS AGENT WILL ***NOT*** ACCEPT BALLOTS BY FACSIMILE OR E-MAIL.
  7. IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE NOTICE AND CLAIMS AGENT BY EMAIL (TEAMNORCOLD@STRETTO.COM), OR BY TELEPHONE AT 1 (833) 256-5483 (TOLL FREE). DO NOT CONTACT THE NOTICE AND CLAIMS AGENT OR THE BANKRUPTCY COURT FOR LEGAL ADVICE. THE NOTICE AND CLAIMS AGENT AND THE BANKRUPTCY COURT CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.

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

PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, INJUNCTION AND EXCULPATION PROVISIONS, WHICH MAY IMPACT YOUR RIGHTS, INCLUDING THE FOLLOWING:

Article IX.B of the Plan contains the following release provision:

**Releases by Holders of Claims.** As of the Effective Date, except as otherwise provided in this Plan or the Confirmation Order, in exchange for good and valuable consideration, including the obligations of the Debtor under this Plan, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each Releasing Party shall be deemed to conclusively, absolutely, unconditionally, irrevocably and forever release each Released Party from any and all claims and Causes of Action, whether known or unknown, including any claims and Causes of Action that the Debtor or the Estate would have been legally entitled to assert in their own right including any claims or Causes of Action that could be asserted derivatively or on behalf of the Debtor (or the Estate), that such Entity would have been legally entitled to assert (whether individually or collectively), based on, relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership or operation thereof, or otherwise), any securities issued by the Debtor and the ownership thereof, the Debtor's in- or out-of-court restructuring efforts, the payment or satisfaction of prepetition debt or claims, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, documents and pleadings related to the Plan Sale or an Alternative Sale Transaction, or agreement or document created or entered into in connection with the Plan Sale or any Alternative Sale Transaction, the DIP Order, the DIP Credit Agreement, and any related agreement, instruments, and other documents relating thereto, this Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Order, the conduct of the sale process, the pursuit of consummation, the administration and implementation of this Plan, including the distribution of property under this Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place on or before the Effective Date; provided, however, that this provision shall not operate to waive or release any Claims or Causes of Action related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual intentional fraud, willful misconduct, or gross negligence of such Person. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any post-Effective Date obligations of any party or Entity under this Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan; or (2) any obligations under or in respect of the (i) Sale Order and (ii) the Alternative Sale Documents or the Plan Sale Documents, whichever applicable.

As defined in Article I.A.98 of the Plan:

**"Released Party"** means, except to the extent such party is included in the Schedule of Retained Causes of Action, each of the following solely in their capacity as such: (i) the Debtor and the Estate; (ii) the DIP Lender; (iii) the Purchaser or Alternative Purchaser, as applicable; (iv) the Committee and its members (solely in their capacity as Committee members); (v) the Prepetition Agent; (vi) the Prepetition Lenders; and (vii) to the extent not included in the foregoing, each of the preceding entities' respective Related Parties, including the Independent Manager and any professional retained by the Debtor, DIP Lender, or the Committee.

As defined in Article I.A.99 of the Plan:

**"Releasing Parties"** means, collectively, and in each case, in their respective capacities as such: (i) the Released Parties; (ii) all Holders of Claims that are presumed to accept the Plan and who do not opt out of the releases in the Plan; (iii) all Holders of Claims or Interests who vote to accept the Plan; (iv) all Holders of Claims or Interests that (a) abstain from voting on the Plan and who do not opt out of the releases in the Plan, (b) vote to reject the Plan and who do not opt out of the releases in the Plan, or (c) are deemed to reject the Plan and who do not opt out of the releases in the Plan; and (v) with respect to each Entity in clause (i) through (iv), each such Entity's current and former subsidiaries, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such.

Article IX.C of the Plan contains the following exculpation provision:

**Exculpation.** Except as otherwise specifically provided in this Plan, to the maximum extent permitted by applicable law, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any Claim related to any act or omission arising from the Petition Date through and including the Effective Date in connection with, relating to, or arising out of, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Debtor's in court restructuring efforts, the Disclosure Statement, documents and pleadings related to the Plan Sale or an Alternative Sale Transaction, the DIP Orders and any related agreement, instruments, and other documents relating thereto, this Plan, the Plan Supplement, or any other restructuring transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Plan Sale or an Alternative Sale Transaction, this Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Order, the conduct of the sale process, the pursuit of consummation, the administration and implementation of this Plan, including the distribution of property under this Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place between the Petition Date and the Effective Date, except for claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual intentional fraud, willful misconduct, or gross negligence of such Person, but in all respects such Entities shall be entitled to reasonably rely upon the written advice of counsel with respect to their duties and responsibilities pursuant to this Plan to the extent permitted under applicable law.

As defined in Article I.A.49 the Plan:

**"Exculpated Party" or "Exculpated Parties"** means, collectively, and in each case in its capacity as such: (i) the Debtor; (ii) the managers of the Debtor and any other person serving as a fiduciary of the Debtor's Estate, in each case, who served at any time between the Petition Date and the Effective Date; and (iii) all financial advisors, attorneys, accountants, investment bankers, and other professionals retained by the Debtor and the Committee (if appointed) in the Chapter 11 Case.

Article IX.D of the Plan contains the following injunction:

**Injunction.** Except as otherwise provided in this Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims, Interests, Causes of Action, or liabilities that: (1) are subject to compromise and settlement pursuant to the terms of this Plan; (2) have been released pursuant to this Plan; (3) are subject to exculpation pursuant to this Plan; or (4) are otherwise satisfied, stayed, released, or terminated pursuant to the terms of this Plan, are permanently enjoined and precluded, from and after the Effective Date, from taking any actions to interfere with the implementation or consummation of this Plan and from commencing or continuing in any manner, any action or other proceeding on account of any such claims, Interests, Causes of Action, or liabilities that have been compromised or settled against the Debtor or any Person or Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of, or in connection with or with respect to, any released, settled, compromised, or exculpated claims, Interests, Causes of Action, or liabilities, including being permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtor Released Parties, the Released Parties, or Exculpated Parties (as applicable): (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or Interests; (c) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estate of such Entities on account of or in connection with or with respect to any such claims or Interests; (d) asserting any right of setoff or subrogation of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or Interests ((i) other than a setoff exercised prior to the Petition Date, (ii) unless such Entity has filed a motion requesting the right to perform such setoff on or before the Effective Date or has filed a Proof of Claim or proof of Interest indicating that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law; or (iii) otherwise permissible under applicable law, asserted through a timely filed or deemed timely filed proof

of claim); and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or Interests released, exculpated, or settled pursuant to this Plan.

**Upon the Bankruptcy Court's 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, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of this Plan by the Debtor, the Liquidating Trustee, and their respective affiliates, employees, advisors, officers and directors, or agents.**

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

**AS A HOLDER OF A CLAIM IN CLASS 3 UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASE CONTAINED IN THE PLAN, AS SET FORTH ABOVE, IF YOU DO NOT OPT OUT OF OR OBJECT TO THE RELEASE PROVISIONS OF THE PLAN.**

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

PLEASE COMPLETE ITEMS 1, 2, 3 (IF APPLICABLE), AND 4. IF THIS BALLOT IS NOT SIGNED ON THE  
APPROPRIATE LINE, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

**Item 1. Voting Amount.** The undersigned certifies that, as of December 11, 2025, the undersigned was a Holder of a Class 3 Prepetition Loan Guarantee Claim in the amount set forth below:

Voting Amount (in U.S. Dollars): \$ \_\_\_\_\_

**Item 2. Vote on Plan.** The undersigned Holder of the Prepetition Loan Guarantee Claim identified in Item 1 hereby votes to (check one box only):

☐ Accept the Plan

☐ Reject the Plan

**Item 3. Release Opt-Out Election.**

**AS A HOLDER OF A CLAIM IN A VOTING CLASS, YOU ARE A “RELEASING PARTY” UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE IX.B OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN ARTICLE IX.B OF THE PLAN. YOU WILL NOT BE CONSIDERED A “RELEASING PARTY” UNDER THE PLAN IF YOU CHECK THE BOX BELOW AND SUBMIT THE OPT OUT BY THE OPT-OUT DEADLINE. YOU MAY ALSO VALIDLY OPT OUT OF THE RELEASES BY FILING AN OBJECTION TO THE RELEASES CONTAINED IN THE PLAN WITH THE BANKRUPTCY COURT PRIOR TO THE CONFIRMATION HEARING OBJECTION DEADLINE THAT IS NOT RESOLVED BEFORE CONFIRMATION. THE ELECTION TO WITHHOLD CONSENT TO GRANT THE RELEASE IS AT YOUR OPTION. BY OPTING OUT OF THE RELEASE SET FORTH IN ARTICLE IX.B OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE DEBTOR RELEASE SET FORTH IN ARTICLE IX.B OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE RELEASE CONTAINED IN ARTICLE IX.B OF THE PLAN.**

☐ The undersigned elects to **OPT OUT** of the releases contained in Article IX.B of the Plan.

**Item 4. Acknowledgments.** By signing this Ballot, the undersigned acknowledges receipt of the instructions on obtaining the Plan and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that an otherwise properly completed, executed, and timely returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted for voting purposes.

---

Name of Creditor

---

Telephone Number

---

Signature

---

Email Address

---

If by Authorized Agent, Name and Title

---

Name of Institution

---

Date Completed

---

Street Address

---

City, State, Zip Code

**EXHIBIT 1-B**

**Class 4 (General Unsecured Claims) Ballot**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

NORCOLD LLC,<sup>1</sup>

Debtor.

Chapter 11

Case No. 25-11933 (TMH)

**CLASS 4 (GENERAL UNSECURED CLAIMS) BALLOT FOR VOTING TO ACCEPT  
OR REJECT THE CHAPTER 11 PLAN OF LIQUIDATION FOR  
NORCOLD LLC**

**TO BE COUNTED, YOUR VOTE (WHETHER THROUGH “E-BALLOT” OR “PAPER BALLOT” AS  
DEFINED BELOW) MUST BE ACTUALLY RECEIVED BY STRETTO, INC.  
BY THE VOTING DEADLINE OF JANUARY 15, 2026 AT 4:00 P.M. (PREVAILING EASTERN TIME).**

This ballot (this “Ballot”) is being submitted to you by the above-captioned debtor and debtor in possession (collectively, the “Debtor”) to solicit your vote to accept or reject the *Chapter 11 Plan of Liquidation for Norcold LLC* [Docket No. 20] filed by the Debtor (as it may be amended, supplemented, or modified from time to time pursuant to the terms thereof, the “Plan”).<sup>2</sup> A copy of the Plan may be obtained free of charge on the dedicated webpage of Stretto, Inc. (the “Notice and Claims Agent”) at <https://cases.stretto.com/Norcold/> or upon request to the Notice and Claims Agent by (a) telephone at 1 (833) 256-5483 (toll free) or (b) email at [TeamNorcold@stretto.com](mailto:TeamNorcold@stretto.com).<sup>3</sup>

The Plan can be confirmed by the Bankruptcy Court and, thereby, made binding on you if it is accepted by the Holders of at least two-thirds 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, 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, the Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THIS BALLOT**

1. For your vote to count, you must:

e. Submit your Ballot by either:

- iii. Completing, executing, and submitting this paper Ballot (“Paper Ballot”) by mail, overnight courier, or hand delivery to the following address: Norcold Ballot Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602; or
- iv. Submitting an electronic Ballot (an “E-Ballot”) through the Notice and Claims Agent’s dedicated, E-Ballot portal (the “E-Balloting Portal”). To submit your Ballot through the E-Balloting Portal, visit <https://balloting.stretto.com/> and follow the instructions to submit your E-Ballot.

<sup>1</sup> The Debtor in this chapter 11 case, along with the last four digits of the Debtor’s federal tax identification number, is: Norcold LLC (6081). For purposes of this chapter 11 case, the Debtor’s service address is 7101 Jackson Road, Ann Arbor, MI 48103.

<sup>2</sup> All capitalized terms used but not otherwise defined herein have the meanings set forth in the Plan.

<sup>3</sup> Copies of the Plan are also available for a fee on the Bankruptcy Court’s website, [www.deb.uscourts.gov](http://www.deb.uscourts.gov) (a PACER account is required).

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

Unique E-Ballot

Password: \_\_\_\_\_

- Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of E-Ballot. Please complete and submit an E-Ballot for each E-Ballot ID# you receive, as applicable. If you submit an E-Ballot, you should NOT also submit a Paper Ballot.
  - The E-Balloting Portal is the sole manner in which Ballots will be accepted by electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.
- f. In the boxes provided in Item 2 of this Ballot, indicate **either** acceptance or rejection of the Plan by checking the appropriate box;
- g. Review and sign the acknowledgements in Item 4 of this Ballot. Please be sure to sign and date your Ballot. Your signature is required for your vote to be counted. For the avoidance of doubt, a properly submitted E-Ballot will be deemed to include a valid and original signature. If you are completing this Ballot on behalf of an entity, indicate your relationship with such entity and the capacity in which you are signing. If the Claim is held by an entity, your Ballot must be executed in the name of an authorized signatory. In addition, please provide your name and mailing address if different from that set forth on the attached mailing label or if no such mailing label is attached to this Ballot; and
- h. **Return your Ballot (whether by E-Ballot or by Paper Ballot) so it is *received* by the Notice and Claims Agent on or before the Voting Deadline approved by the Bankruptcy Court, January 15, 2026 at 4:00 p.m. (prevailing Eastern Time).** If a Ballot is received after the Voting Deadline, it will not be counted (even if postmarked prior to the Voting Deadline), except in the Debtor's discretion. If neither the "accept" nor "reject" box is checked or if both boxes are checked in Item 2 for an otherwise properly completed, executed, and timely returned Ballot, such Ballot will not be counted for voting purposes.
2. You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and those Ballots are not voted in the same manner, such Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted. **Further, inconsistent, duplicate Ballots with respect to the same Claim shall not be counted.**
3. This Ballot does not constitute and will not be deemed a proof of claim or an assertion of a Claim or Interest.
4. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received properly completed Ballot will supersede any prior received Ballots.
5. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.
6. PLEASE RETURN YOUR BALLOT PROMPTLY. THE NOTICE AND CLAIMS AGENT WILL ***NOT*** ACCEPT BALLOTS BY FACSIMILE OR E-MAIL.
7. IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE NOTICE AND CLAIMS AGENT BY EMAIL (TEAMNORCOLD@STRETTO.COM), OR BY TELEPHONE AT 1 (833) 256-5483 (TOLL FREE). DO NOT CONTACT THE NOTICE AND CLAIMS AGENT OR THE BANKRUPTCY COURT FOR LEGAL ADVICE. THE NOTICE AND CLAIMS AGENT AND THE BANKRUPTCY COURT CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.

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

PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, INJUNCTION AND EXCULPATION PROVISIONS, WHICH MAY IMPACT YOUR RIGHTS, INCLUDING THE FOLLOWING:

Article IX.B of the Plan contains the following release provision:

**Releases by Holders of Claims.** As of the Effective Date, except as otherwise provided in this Plan or the Confirmation Order, in exchange for good and valuable consideration, including the obligations of the Debtor under this Plan, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each Releasing Party shall be deemed to conclusively, absolutely, unconditionally, irrevocably and forever release each Released Party from any and all claims and Causes of Action, whether known or unknown, including any claims and Causes of Action that the Debtor or the Estate would have been legally entitled to assert in their own right including any claims or Causes of Action that could be asserted derivatively or on behalf of the Debtor (or the Estate), that such Entity would have been legally entitled to assert (whether individually or collectively), based on, relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership or operation thereof, or otherwise), any securities issued by the Debtor and the ownership thereof, the Debtor's in- or out-of-court restructuring efforts, the payment or satisfaction of prepetition debt or claims, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, documents and pleadings related to the Plan Sale or an Alternative Sale Transaction, or agreement or document created or entered into in connection with the Plan Sale or any Alternative Sale Transaction, the DIP Order, the DIP Credit Agreement, and any related agreement, instruments, and other documents relating thereto, this Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Order, the conduct of the sale process, the pursuit of consummation, the administration and implementation of this Plan, including the distribution of property under this Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place on or before the Effective Date; provided, however, that this provision shall not operate to waive or release any Claims or Causes of Action related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual intentional fraud, willful misconduct, or gross negligence of such Person. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any post-Effective Date obligations of any party or Entity under this Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan; or (2) any obligations under or in respect of the (i) Sale Order and (ii) the Alternative Sale Documents or the Plan Sale Documents, whichever applicable.

As defined in Article I.A.98 of the Plan:

**"Released Party"** means, except to the extent such party is included in the Schedule of Retained Causes of Action, each of the following solely in their capacity as such: (i) the Debtor and the Estate; (ii) the DIP Lender; (iii) the Purchaser or Alternative Purchaser, as applicable; (iv) the Committee and its members (solely in their capacity as Committee members); (v) the Prepetition Agent; (vi) the Prepetition Lenders; and (vii) to the extent not included in the foregoing, each of the preceding entities' respective Related Parties, including the Independent Manager and any professional retained by the Debtor, DIP Lender, or the Committee.

As defined in Article I.A.99 of the Plan:

**"Releasing Parties"** means, collectively, and in each case, in their respective capacities as such: (i) the Released Parties; (ii) all Holders of Claims that are presumed to accept the Plan and who do not opt out of the releases in the Plan; (iii) all Holders of Claims or Interests who vote to accept the Plan; (iv) all Holders of Claims or Interests that (a) abstain from voting on the Plan and who do not opt out of the releases in the Plan, (b) vote to reject the Plan and who do not opt out of the releases in the Plan, or (c) are deemed to reject the Plan and who do not opt out of the releases in the Plan; and (v) with respect to each Entity in clause (i) through (iv), each such Entity's current and former subsidiaries, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such.

Article IX.C of the Plan contains the following exculpation provision:

**Exculpation.** Except as otherwise specifically provided in this Plan, to the maximum extent permitted by applicable law, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any Claim related to any act or omission arising from the Petition Date through and including the Effective Date in connection with, relating to, or arising out of, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Debtor's in court restructuring efforts, the Disclosure Statement, documents and pleadings related to the Plan Sale or an Alternative Sale Transaction, the DIP Orders and any related agreement, instruments, and other documents relating thereto, this Plan, the Plan Supplement, or any other restructuring transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Plan Sale or an Alternative Sale Transaction, this Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Order, the conduct of the sale process, the pursuit of consummation, the administration and implementation of this Plan, including the distribution of property under this Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place between the Petition Date and the Effective Date, except for claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual intentional fraud, willful misconduct, or gross negligence of such Person, but in all respects such Entities shall be entitled to reasonably rely upon the written advice of counsel with respect to their duties and responsibilities pursuant to this Plan to the extent permitted under applicable law.

As defined in Article I.A.49 the Plan:

**"Exculpated Party" or "Exculpated Parties"** means, collectively, and in each case in its capacity as such: (i) the Debtor; (ii) the managers of the Debtor and any other person serving as a fiduciary of the Debtor's Estate, in each case, who served at any time between the Petition Date and the Effective Date; and (iii) all financial advisors, attorneys, accountants, investment bankers, and other professionals retained by the Debtor and the Committee (if appointed) in the Chapter 11 Case.

Article IX.D of the Plan contains the following injunction:

**Injunction.** Except as otherwise provided in this Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims, Interests, Causes of Action, or liabilities that: (1) are subject to compromise and settlement pursuant to the terms of this Plan; (2) have been released pursuant to this Plan; (3) are subject to exculpation pursuant to this Plan; or (4) are otherwise satisfied, stayed, released, or terminated pursuant to the terms of this Plan, are permanently enjoined and precluded, from and after the Effective Date, from taking any actions to interfere with the implementation or consummation of this Plan and from commencing or continuing in any manner, any action or other proceeding on account of any such claims, Interests, Causes of Action, or liabilities that have been compromised or settled against the Debtor or any Person or Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of, or in connection with or with respect to, any released, settled, compromised, or exculpated claims, Interests, Causes of Action, or liabilities, including being permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtor Released Parties, the Released Parties, or Exculpated Parties (as applicable): (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or Interests; (c) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estate of such Entities on account of or in connection with or with respect to any such claims or Interests; (d) asserting any right of setoff or subrogation of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or Interests ((i) other than a setoff exercised prior to the Petition Date, (ii) unless such Entity has filed a motion requesting the right to perform such setoff on or before the Effective Date or has filed a Proof of Claim or proof of Interest indicating that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law; or (iii) otherwise permissible under applicable law, asserted through a timely filed or deemed timely filed proof of claim); and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or Interests released, exculpated, or settled pursuant to this Plan.

**Upon the Bankruptcy Court's 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, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of this Plan by the Debtor, the Liquidating Trustee, and their respective affiliates, employees, advisors, officers and directors, or agents.**

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

**AS A HOLDER OF A CLAIM IN CLASS 4 UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASE CONTAINED IN THE PLAN, AS SET FORTH ABOVE, IF YOU DO NOT OPT OUT OF OR OBJECT TO THE RELEASE PROVISIONS OF THE PLAN.**

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

PLEASE COMPLETE ITEMS 1, 2, 3 (IF APPLICABLE), AND 4. IF THIS BALLOT IS NOT SIGNED ON THE  
APPROPRIATE LINE, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

**Item 1. Voting Amount.** The undersigned certifies that, as of December 11, 2025, the undersigned was a Holder of a Class 4 General Unsecured Claim in the amount set forth below:

Voting Amount (in U.S. Dollars): \$ \_\_\_\_\_

**Item 2. Vote on Plan.** The undersigned Holder of the General Unsecured Claim identified in Item 1 hereby votes to (check one box only):

☐ Accept the Plan

☐ Reject the Plan

**Item 3. Release Opt-Out Election.**

**AS A HOLDER OF A CLAIM IN A VOTING CLASS, YOU ARE A “RELEASING PARTY” UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE IX.B OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN ARTICLE IX.B OF THE PLAN. YOU WILL NOT BE CONSIDERED A “RELEASING PARTY” UNDER THE PLAN IF YOU CHECK THE BOX BELOW AND SUBMIT THE OPT OUT BY THE OPT-OUT DEADLINE. YOU MAY ALSO VALIDLY OPT OUT OF THE RELEASES BY FILING AN OBJECTION TO THE RELEASES CONTAINED IN THE PLAN WITH THE BANKRUPTCY COURT PRIOR TO THE CONFIRMATION HEARING OBJECTION DEADLINE THAT IS NOT RESOLVED BEFORE CONFIRMATION. THE ELECTION TO WITHHOLD CONSENT TO GRANT THE RELEASE IS AT YOUR OPTION. BY OPTING OUT OF THE RELEASE SET FORTH IN ARTICLE IX.B OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE DEBTOR RELEASE SET FORTH IN ARTICLE IX.B OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE RELEASE CONTAINED IN ARTICLE IX.B OF THE PLAN.**

☐ The undersigned elects to **OPT OUT** of the releases contained in Article IX.B of the Plan.

**Item 4. Acknowledgments.** By signing this Ballot, the undersigned acknowledges receipt of the instructions on obtaining the Plan and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that an otherwise properly completed, executed, and timely returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted for voting purposes.

---

Name of Creditor

---

Telephone Number

---

Signature

---

Email Address

---

If by Authorized Agent, Name and Title

---

Name of Institution

---

Date Completed

---

Street Address

---

City, State, Zip Code

**EXHIBIT 1-C**

**Class 5 (Litigation Claims) Ballot**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

NORCOLD LLC,<sup>1</sup>

Debtor.

Chapter 11

Case No. 25-11933 (TMH)

**CLASS 5 (LITIGATION CLAIMS) BALLOT FOR VOTING TO ACCEPT OR REJECT THE  
CHAPTER 11 PLAN OF LIQUIDATION FOR NORCOLD LLC**

**TO BE COUNTED, YOUR VOTE (WHETHER THROUGH “E-BALLOT” OR “PAPER BALLOT” AS  
DEFINED BELOW) MUST BE ACTUALLY RECEIVED BY STRETTO, INC.  
BY THE VOTING DEADLINE OF JANUARY 15, 2026 AT 4:00 P.M. (PREVAILING EASTERN TIME).**

This ballot (this “Ballot”) is being submitted to you by the above-captioned debtor and debtor in possession (collectively, the “Debtor”) to solicit your vote to accept or reject the *Chapter 11 Plan of Liquidation for Norcold LLC* [Docket No. \_\_\_] filed by the Debtor (as it may be amended, supplemented, or modified from time to time pursuant to the terms thereof, the “Plan”).<sup>2</sup> A copy of the Plan may be obtained free of charge on the dedicated webpage of Stretto, Inc. (the “Notice and Claims Agent”) at <https://cases.stretto.com/Norcold/> or upon request to the Notice and Claims Agent by (a) telephone at 1 (833) 256-5483 (toll free) or (b) email at [TeamNorcold@stretto.com](mailto:TeamNorcold@stretto.com).<sup>3</sup>

The Plan can be confirmed by the Bankruptcy Court and, thereby, made binding on you if it is accepted by the Holders of at least two-thirds 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, 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, the Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THIS BALLOT**

1. For your vote to count, you must:
  - i. Submit your Ballot by either:
    - v. Completing, executing, and submitting this paper Ballot (“Paper Ballot”) by mail, overnight courier, or hand delivery to the following address: Norcold Ballot Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602; or

<sup>1</sup> The Debtor in this chapter 11 case, along with the last four digits of the Debtor’s federal tax identification number, is: Norcold LLC (6081). For purposes of this chapter 11 case, the Debtor’s service address is 7101 Jackson Road, Ann Arbor, MI 48103.

<sup>2</sup> All capitalized terms used but not otherwise defined herein have the meanings set forth in the Plan.

<sup>3</sup> Copies of the Plan are also available for a fee on the Bankruptcy Court’s website, [www.deb.uscourts.gov](http://www.deb.uscourts.gov) (a PACER account is required).

- vi. Submitting an electronic Ballot (an “E-Ballot”) through the Notice and Claims Agent’s dedicated, E-Ballot portal (the “E-Balloting Portal”). To submit your Ballot through the E-Balloting Portal, visit <https://balloting.stretto.com/> and follow the instructions to submit your E-Ballot.
  - IMPORTANT NOTE: You will need the following information to retrieve and submit your customized E-Ballot:
 

Unique E-Ballot  
Password: \_\_\_\_\_
  - Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of E-Ballot. Please complete and submit an E- Ballot for each E-Ballot ID# you receive, as applicable. If you submit an E-Ballot, you should NOT also submit a Paper Ballot.
  - The E-Balloting Portal is the sole manner in which Ballots will be accepted by electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.
- j. In the boxes provided in Item 2 of this Ballot, indicate **either** acceptance or rejection of the Plan by checking the appropriate box;
- k. Review and sign the acknowledgements in Item 4 of this Ballot. Please be sure to sign and date your Ballot. Your signature is required for your vote to be counted. For the avoidance of doubt, a properly submitted E-Ballot will be deemed to include a valid and original signature. If you are completing this Ballot on behalf of an entity, indicate your relationship with such entity and the capacity in which you are signing. If the Claim is held by an entity, your Ballot must be executed in the name of an authorized signatory. In addition, please provide your name and mailing address if different from that set forth on the attached mailing label or if no such mailing label is attached to this Ballot; and
- l. **Return your Ballot (whether by E-Ballot or by Paper Ballot) so it is *received* by the Notice and Claims Agent on or before the Voting Deadline approved by the Bankruptcy Court, January 15, 2026 at 4:00 p.m. (prevailing Eastern Time).** If a Ballot is received after the Voting Deadline, it will not be counted (even if postmarked prior to the Voting Deadline), except in the Debtor’s discretion. If neither the “accept” nor “reject” box is checked or if both boxes are checked in Item 2 for an otherwise properly completed, executed, and timely returned Ballot, such Ballot will not be counted for voting purposes.
2. You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and those Ballots are not voted in the same manner, such Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted. **Further, inconsistent, duplicate Ballots with respect to the same Claim shall not be counted.**
3. This Ballot does not constitute and will not be deemed a proof of claim or an assertion of a Claim or Interest.
4. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received properly completed Ballot will supersede any prior received Ballots.
5. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.
6. PLEASE RETURN YOUR BALLOT PROMPTLY. THE NOTICE AND CLAIMS AGENT WILL ***NOT*** ACCEPT BALLOTS BY FACSIMILE OR E-MAIL.
7. IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE NOTICE AND CLAIMS AGENT BY EMAIL (TEAMNORCOLD@STRETTO.COM), OR BY TELEPHONE AT 1 (833) 256-5483 (TOLL FREE). DO NOT CONTACT THE NOTICE AND CLAIMS AGENT OR THE BANKRUPTCY COURT FOR LEGAL ADVICE. THE NOTICE AND CLAIMS AGENT AND THE BANKRUPTCY COURT CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.

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

PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, INJUNCTION AND EXCULPATION PROVISIONS, WHICH MAY IMPACT YOUR RIGHTS, INCLUDING THE FOLLOWING:

Article IX.B of the Plan contains the following release provision:

**Releases by Holders of Claims.** As of the Effective Date, except as otherwise provided in this Plan or the Confirmation Order, in exchange for good and valuable consideration, including the obligations of the Debtor under this Plan, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each Releasing Party shall be deemed to conclusively, absolutely, unconditionally, irrevocably and forever release each Released Party from any and all claims and Causes of Action, whether known or unknown, including any claims and Causes of Action that the Debtor or the Estate would have been legally entitled to assert in their own right including any claims or Causes of Action that could be asserted derivatively or on behalf of the Debtor (or the Estate), that such Entity would have been legally entitled to assert (whether individually or collectively), based on, relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership or operation thereof, or otherwise), any securities issued by the Debtor and the ownership thereof, the Debtor's in- or out-of-court restructuring efforts, the payment or satisfaction of prepetition debt or claims, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, documents and pleadings related to the Plan Sale or an Alternative Sale Transaction, or agreement or document created or entered into in connection with the Plan Sale or any Alternative Sale Transaction, the DIP Order, the DIP Credit Agreement, and any related agreement, instruments, and other documents relating thereto, this Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Order, the conduct of the sale process, the pursuit of consummation, the administration and implementation of this Plan, including the distribution of property under this Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place on or before the Effective Date; provided, however, that this provision shall not operate to waive or release any Claims or Causes of Action related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual intentional fraud, willful misconduct, or gross negligence of such Person. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any post-Effective Date obligations of any party or Entity under this Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan; or (2) any obligations under or in respect of the (i) Sale Order and (ii) the Alternative Sale Documents or the Plan Sale Documents, whichever applicable.

As defined in Article I.A.98 of the Plan:

**"Released Party"** means, except to the extent such party is included in the Schedule of Retained Causes of Action, each of the following solely in their capacity as such: (i) the Debtor and the Estate; (ii) the DIP Lender; (iii) the Purchaser or Alternative Purchaser, as applicable; (iv) the Committee and its members (solely in their capacity as Committee members); (v) the Prepetition Agent; (vi) the Prepetition Lenders; and (vii) to the extent not included in the foregoing, each of the preceding entities' respective Related Parties, including the Independent Manager and any professional retained by the Debtor, DIP Lender, or the Committee.

As defined in Article I.A.99 of the Plan:

**"Releasing Parties"** means, collectively, and in each case, in their respective capacities as such: (i) the Released Parties; (ii) all Holders of Claims that are presumed to accept the Plan and who do not opt out of the releases in the Plan; (iii) all Holders of Claims or Interests who vote to accept the Plan; (iv) all Holders of Claims or Interests that (a) abstain from voting on the Plan and who do not opt out of the releases in the Plan, (b) vote to reject the Plan and who do not opt out of the releases in the Plan, or (c) are deemed to reject the Plan and who do not opt out of the releases in the Plan; and (v) with respect to each Entity in clause (i) through (iv), each such Entity's current and former subsidiaries, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such.

Article IX.C of the Plan contains the following exculpation provision:

**Exculpation.** Except as otherwise specifically provided in this Plan, to the maximum extent permitted by applicable law, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any Claim related to any act or omission arising from the Petition Date through and including the Effective Date in connection with, relating to, or arising out of, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Debtor's in court restructuring efforts, the Disclosure Statement, documents and pleadings related to the Plan Sale or an Alternative Sale Transaction, the DIP Orders and any related agreement, instruments, and other documents relating thereto, this Plan, the Plan Supplement, or any other restructuring transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Plan Sale or an Alternative Sale Transaction, this Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Order, the conduct of the sale process, the pursuit of consummation, the administration and implementation of this Plan, including the distribution of property under this Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place between the Petition Date and the Effective Date, except for claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual intentional fraud, willful misconduct, or gross negligence of such Person, but in all respects such Entities shall be entitled to reasonably rely upon the written advice of counsel with respect to their duties and responsibilities pursuant to this Plan to the extent permitted under applicable law.

As defined in Article I.A.49 the Plan:

**"Exculpated Party" or "Exculpated Parties"** means, collectively, and in each case in its capacity as such: (i) the Debtor; (ii) the managers of the Debtor and any other person serving as a fiduciary of the Debtor's Estate, in each case, who served at any time between the Petition Date and the Effective Date; and (iii) all financial advisors, attorneys, accountants, investment bankers, and other professionals retained by the Debtor and the Committee (if appointed) in the Chapter 11 Case.

Article IX.D of the Plan contains the following injunction:

**Injunction.** Except as otherwise provided in this Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims, Interests, Causes of Action, or liabilities that: (1) are subject to compromise and settlement pursuant to the terms of this Plan; (2) have been released pursuant to this Plan; (3) are subject to exculpation pursuant to this Plan; or (4) are otherwise satisfied, stayed, released, or terminated pursuant to the terms of this Plan, are permanently enjoined and precluded, from and after the Effective Date, from taking any actions to interfere with the implementation or consummation of this Plan and from commencing or continuing in any manner, any action or other proceeding on account of any such claims, Interests, Causes of Action, or liabilities that have been compromised or settled against the Debtor or any Person or Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of, or in connection with or with respect to, any released, settled, compromised, or exculpated claims, Interests, Causes of Action, or liabilities, including being permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtor Released Parties, the Released Parties, or Exculpated Parties (as applicable): (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or Interests; (c) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estate of such Entities on account of or in connection with or with respect to any such claims or Interests; (d) asserting any right of setoff or subrogation of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or Interests ((i) other than a setoff exercised prior to the Petition Date, (ii) unless such Entity has filed a motion requesting the right to perform such setoff on or before the Effective Date or has filed a Proof of Claim or proof of Interest indicating that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law; or (iii) otherwise permissible under applicable law, asserted through a timely filed or deemed timely filed proof of claim); and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or Interests released, exculpated, or settled pursuant to this Plan.

**Upon the Bankruptcy Court's 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, or**

principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of this Plan by the Debtor, the Liquidating Trustee, and their respective affiliates, employees, advisors, officers and directors, or agents.

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

**AS A HOLDER OF A CLAIM IN CLASS 5 UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASE CONTAINED IN THE PLAN, AS SET FORTH ABOVE, IF YOU DO NOT OPT OUT OF OR OBJECT TO THE RELEASE PROVISIONS OF THE PLAN.**

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

PLEASE COMPLETE ITEMS 1, 2, 3 (IF APPLICABLE), AND 4. IF THIS BALLOT IS NOT SIGNED ON THE  
APPROPRIATE LINE, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

**Item 1. Voting Amount.** The undersigned certifies that, as of December 11, 2025, the undersigned was a Holder of a Class 5 Litigation Claim in the amount set forth below:

Voting Amount (in U.S. Dollars): \$ \_\_\_\_\_

**Item 2. Vote on Plan.** The undersigned Holder of the Litigation Claim identified in Item 1 hereby votes to (check one box only):

☐ Accept the Plan

☐ Reject the Plan

**Item 3. Release Opt-Out Election.**

**AS A HOLDER OF A CLAIM IN A VOTING CLASS, YOU ARE A “RELEASING PARTY” UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE IX.B OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN ARTICLE IX.B OF THE PLAN. YOU WILL NOT BE CONSIDERED A “RELEASING PARTY” UNDER THE PLAN IF YOU CHECK THE BOX BELOW AND SUBMIT THE OPT OUT BY THE OPT-OUT DEADLINE. YOU MAY ALSO VALIDLY OPT OUT OF THE RELEASES BY FILING AN OBJECTION TO THE RELEASES CONTAINED IN THE PLAN WITH THE BANKRUPTCY COURT PRIOR TO THE CONFIRMATION HEARING OBJECTION DEADLINE THAT IS NOT RESOLVED BEFORE CONFIRMATION. THE ELECTION TO WITHHOLD CONSENT TO GRANT THE RELEASE IS AT YOUR OPTION. BY OPTING OUT OF THE RELEASE SET FORTH IN ARTICLE IX.B OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE DEBTOR RELEASE SET FORTH IN ARTICLE IX.B OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE RELEASE CONTAINED IN ARTICLE IX.B OF THE PLAN.**

☐ The undersigned elects to **OPT OUT** the releases contained in Article IX.B of the Plan.

**Item 4. Acknowledgments.** By signing this Ballot, the undersigned acknowledges receipt of the instructions on obtaining the Plan and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that an otherwise properly completed, executed, and timely returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted for voting purposes.

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Name of Creditor

---

Telephone Number

---

Signature

---

Email Address

---

If by Authorized Agent, Name and Title

---

Name of Institution

---

Date Completed

---

Street Address

---

City, State, Zip Code

**EXHIBIT 2**

**Confirmation Hearing Notice**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

NORCOLD LLC,<sup>1</sup>

Debtor.

Chapter 11

Case No. 25-11933 (TMH)

Docket Ref. No. \_\_\_\_

**NOTICE OF ORDER (A) APPROVING THE DISCLOSURE STATEMENT;  
(B) ESTABLISHING SOLICITATION AND TABULATION PROCEDURES;  
(C) APPROVING THE FORMS OF BALLOTS AND SOLICITATION MATERIALS;  
(D) ESTABLISHING THE VOTING RECORD DATE; (E) FIXING THE DATE, TIME,  
AND PLACE FOR THE CONFIRMATION HEARING AND THE DEADLINE FOR  
FILING OBJECTIONS THERETO; AND (F) GRANTING RELATED RELIEF**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

On November 3, 2025 (the “Petition Date”), the above-captioned debtor and debtor-in-possession (the “Debtor”) filed a voluntary petition for relief under title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Court”).

1. **Approval of the Disclosure Statement.** At a hearing held on December 11, 2025 (the “Disclosure Statement Hearing”), the Court, having jurisdiction over the above-captioned chapter 11 case of the Debtor, entered an order [Docket No. [●]] (the “Solicitation Procedures Order”) approving the *Disclosure Statement for the Chapter 11 Plan of Liquidation for Norcold LLC*, [Docket No. 21] (as may be amended, modified, or supplemented from time to time, the “Disclosure Statement”) as containing adequate information within the meaning of section 1125 of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), and authorized the Debtor to solicit votes to accept or reject the *Chapter 11 Plan of Liquidation for Norcold LLC* [Docket No. 20] (as may be amended, modified, or supplemented from time to time, the “Plan”).<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan or Disclosure Statement.

2. **Classification of Claims and Interests under the Plan.** The classification and treatment of Claims and Interests under the Plan is described generally below:

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<sup>1</sup> The Debtor in this chapter 11 case, along with the last four digits of the Debtor’s federal tax identification number, is: Norcold LLC (6081). For purposes of this chapter 11 case, the Debtor’s service address is 7101 Jackson Road, Ann Arbor, MI 48103.

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

| Class | Claim or Interest                 | Status     | Voting Rights                             |
|-------|-----------------------------------|------------|-------------------------------------------|
| 1     | Other Priority Claims             | Unimpaired | Not Entitled to Vote (Presumed to Accept) |
| 2     | Other Secured Claims              | Unimpaired | Not Entitled to Vote (Presumed to Accept) |
| 3     | Prepetition Loan Guarantee Claims | Impaired   | Entitled to Vote                          |
| 4     | General Unsecured Claims          | Impaired   | Entitled to Vote                          |
| 5     | Litigation Claims                 | Impaired   | Entitled to Vote                          |
| 6     | Intercompany Claims               | Impaired   | Not Entitled to Vote (Deemed to Reject)   |
| 7     | Section 510(b) Claims             | Impaired   | Not Entitled to Vote (Deemed to Reject)   |
| 8     | Interests                         | Impaired   | Not Entitled to Vote (Deemed to Reject)   |

3. **Copies of the Disclosure Statement, the Plan, the Solicitation Procedures Order, and all other documents filed in the Chapter 11 Case may be obtained and reviewed without charge at <https://cases.stretto.com/Norcold/>, or upon request to the Debtor's claim and voting agent, Stretto, Inc., by (a) telephone at 1 (833) 256-5483 (toll free) or (b) email at [TeamNorcold@stretto.com](mailto:TeamNorcold@stretto.com).**

4. **Confirmation Hearing.** A hearing (the "Confirmation Hearing") to consider confirmation of the Plan will be held before the Honorable Thomas M. Horan, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of Delaware, 3rd Floor, Courtroom #7, 824 North Market Street, Wilmington, Delaware 19801, on **January 27, 2026 at [●] (prevailing Eastern Time)**. The Confirmation Hearing may be continued from time to time without further notice other than the announcement by the Debtor in open court at a hearing or as indicated in any notice filed with the Court on the docket in the Chapter 11 Case, which notice may be a hearing agenda.

5. **Voting Deadline.** Only Holders of Claims in Class 3 (Prepetition Loan Guarantee Claims), Class 4 (General Unsecured Claims), and Class 5 (Litigation Claims), as of the Voting Record Date, are entitled to vote to accept or reject the Plan. The deadline for the submission of such votes is **January 15, 2026 at 4:00 p.m. (prevailing Eastern Time)**.

6. **Parties Not Entitled to Vote.** Holders of Unimpaired Claims in Class 1 (Other Priority Claims) and Class 2 (Other Secured Claims) are presumed to accept the Plan. Holders of Impaired Claims in Class 6 (Intercompany Claims), Class 7 (Section 510(b) Claims), and Interests in Class 8 (Interests) will receive no distribution under the Plan on account of such Claims or Interests and are deemed to reject the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Professional Fee Claims, DIP Claims, and Priority Tax Claims, as described in the Plan, have not been classified and, therefore, Holders of such Claims

are not entitled to vote to accept or reject the Plan. The respective treatment of such unclassified Claims is set forth in Article II of the Plan.

7. **Objections to Confirmation.** Objections to confirmation of the Plan, and any objection to the adequacy of the disclosures in the Disclosure Statement, if any, must: (a) be in writing; (b) state the name and address of the objecting party and the nature of the Claim or Interest of such party; (c) state with particularity the basis and nature of such objection; and (iv) be filed with the Clerk of the Court, 824 North Market Street, 3<sup>rd</sup> Floor, Wilmington, Delaware 19801 and served on the Notice Parties<sup>3</sup> so as to be received no later than **4:00 p.m. (prevailing Eastern Time) on January 15, 2026**. Unless an objection is timely served and filed as prescribed herein, it may not be considered by the Court.

**PLEASE BE ADVISED THAT ARTICLE IX OF THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, INCLUDING:**

**Releases by Holders of Claims.** As of the Effective Date, except as otherwise provided in this Plan or the Confirmation Order, in exchange for good and valuable consideration, including the obligations of the Debtor under this Plan, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each Releasing Party shall be deemed to conclusively, absolutely, unconditionally, irrevocably and forever release each Released Party from any and all claims and Causes of Action, whether known or unknown, including any claims and Causes of Action that the Debtor or the Estate would have been legally entitled to assert in their own right including any claims or Causes of Action that could be asserted derivatively or on behalf of the Debtor (or the Estate), that such Entity would have been legally entitled to assert (whether individually or collectively), based on, relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership or operation thereof, or otherwise), any securities issued by the Debtor and the ownership thereof, the Debtor's in- or out-of-court restructuring efforts, the payment or satisfaction of prepetition debt or claims, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, documents and pleadings related to the Plan Sale or an Alternative Sale Transaction, or agreement or document created or entered into in connection with the Plan Sale or any Alternative Sale Transaction, the DIP Order, the DIP Credit Agreement, and any related agreement, instruments, and other documents relating thereto, this Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Order, the conduct of the sale process, the pursuit of consummation, the administration and implementation of this Plan, including the

<sup>3</sup> The Notice Parties are: (i) the Debtor, 7101 Jackson Road, Ann Arbor, MI 48103, Attn.: Richard Wu (rwu@alvarezandmarsal.com); (ii) proposed counsel to the Debtor, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801, Attn.: Sean M. Beach (sbeach@ycst.com) and Matthew B. Lunn (mlunn@ycst.com); (iii) the U.S. Trustee, J. Caleb Boggs Federal Building, 844 King Street, Room 2207, Wilmington, DE 19801, Attn.: Linda Casey (linda.casey@usdoj.gov); (iv) counsel to the administrative agent under the Debtor's postpetition financing facility, Ropes & Gray LLP, 191 North Wacker Drive, 32nd Floor, Chicago, IL 60606, Attn.: Chris Dickerson (chris.dickerson@ropesgray.com); (v) counsel to the administrative agent under the Debtor's prepetition financing facility, McDermott Will & Schulte, 919 Third Avenue, New York, NY 10022, Attn.: Adam C. Harris (adam.harris@srz.com); and (vi) counsel to any statutory committee appointed in this Chapter 11 Case.

distribution of property under this Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place on or before the Effective Date; provided, however, that this provision shall not operate to waive or release any Claims or Causes of Action related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual intentional fraud, willful misconduct, or gross negligence of such Person. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any post-Effective Date obligations of any party or Entity under this Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan; or (2) any obligations under or in respect of the (i) Sale Order and (ii) the Alternative Sale Documents or the Plan Sale Documents, whichever applicable.

As defined in Article I.A.98 of the Plan:

**“Released Party”** means, except to the extent such party is included in the Schedule of Retained Causes of Action, each of the following solely in their capacity as such: (i) the Debtor and the Estate; (ii) the DIP Lender; (iii) the Purchaser or Alternative Purchaser, as applicable; (iv) the Committee and its members (solely in their capacity as Committee members); (v) the Prepetition Agent; (vi) the Prepetition Lenders; and (vii) to the extent not included in the foregoing, each of the preceding entities’ respective Related Parties, including the Independent Manager and any professional retained by the Debtor, DIP Lender, or the Committee.

As defined in Article I.A.99 of the Plan:

**“Releasing Parties”** means, collectively, and in each case, in their respective capacities as such: (i) the Released Parties; (ii) all Holders of Claims that are presumed to accept the Plan and who do not opt out of the releases in the Plan; (iii) all Holders of Claims or Interests who vote to accept the Plan; (iv) all Holders of Claims or Interests that (a) abstain from voting on the Plan and who do not opt out of the releases in the Plan, (b) vote to reject the Plan and who do not opt out of the releases in the Plan, or (c) are deemed to reject the Plan and who do not opt out of the releases in the Plan; and (v) with respect to each Entity in clause (i) through (iv), each such Entity’s current and former subsidiaries, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such.

Article IX.C of the Plan contains the following exculpation provision:

**Exculpation.** Except as otherwise specifically provided in this Plan, to the maximum extent permitted by applicable law, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any Claim related to any act or omission arising from the Petition Date through and including the Effective Date in connection with, relating to, or arising out of, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Debtor’s in court restructuring efforts, the Disclosure Statement, documents and pleadings related to the Plan Sale or an Alternative Sale Transaction, the DIP Orders and any related agreement, instruments, and other documents relating thereto, this Plan, the Plan Supplement, or any other restructuring transaction, contract, instrument, release, or other agreement or

document created or entered into in connection with the Plan Sale or an Alternative Sale Transaction, this Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Order, the conduct of the sale process, the pursuit of consummation, the administration and implementation of this Plan, including the distribution of property under this Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place between the Petition Date and the Effective Date, except for claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual intentional fraud, willful misconduct, or gross negligence of such Person, but in all respects such Entities shall be entitled to reasonably rely upon the written advice of counsel with respect to their duties and responsibilities pursuant to this Plan to the extent permitted under applicable law.

As defined in Article I.A.49 the Plan:

**“Exculpated Party” or “Exculpated Parties”** means, collectively, and in each case in its capacity as such: (i) the Debtor; (ii) the managers of the Debtor and any other person serving as a fiduciary of the Debtor’s Estate, in each case, who served at any time between the Petition Date and the Effective Date; and (iii) all financial advisors, attorneys, accountants, investment bankers, and other professionals retained by the Debtor and the Committee (if appointed) in the Chapter 11 Case.

Article IX.D of the Plan contains the following injunction:

**Injunction.** Except as otherwise provided in this Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims, Interests, Causes of Action, or liabilities that: (1) are subject to compromise and settlement pursuant to the terms of this Plan; (2) have been released pursuant to this Plan; (3) are subject to exculpation pursuant to this Plan; or (4) are otherwise satisfied, stayed, released, or terminated pursuant to the terms of this Plan, are permanently enjoined and precluded, from and after the Effective Date, from taking any actions to interfere with the implementation or consummation of this Plan and from commencing or continuing in any manner, any action or other proceeding on account of any such claims, Interests, Causes of Action, or liabilities that have been compromised or settled against the Debtor or any Person or Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of, or in connection with or with respect to, any released, settled, compromised, or exculpated claims, Interests, Causes of Action, or liabilities, including being permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtor Released Parties, the Released Parties, or Exculpated Parties (as applicable): (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or Interests; (c) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estate of such Entities on account of or in connection with or with respect to any such claims or Interests; (d) asserting any right of setoff or subrogation of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or Interests ((i) other than a setoff exercised prior to the Petition Date, (ii) unless such Entity has filed a motion requesting the right to perform such setoff on or before the Effective Date or has

filed a Proof of Claim or proof of Interest indicating that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law; or (iii) otherwise permissible under applicable law, asserted through a timely filed or deemed timely filed proof of claim); and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or Interests released, exculpated, or settled pursuant to this Plan.

**Upon the Bankruptcy Court's 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, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of this Plan by the Debtor, the Liquidating Trustee, and their respective affiliates, employees, advisors, officers and directors, or agents.**

**By accepting distributions pursuant to the Plan, each Holder of any Allowed Claim or Interest extinguished, discharged, or released pursuant to the Plan shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including, without limitation, the injunctions set forth in Article IX.D of the Plan.**

**YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS SET FORTH IN ARTICLE IX THEREOF.**

Dated: [•], 2025  
Wilmington, Delaware

**YOUNG CONAWAY STARGATT & TAYLOR, LLP**

/s/

Sean M. Beach (No. 4070)  
Matthew B. Lunn (No. 4119)  
Jared W. Kochenash (No. 6557)  
Daniel Trager (No. 7465)  
Roger L. Sharp (No. 7454)  
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jkochenash@ycst.com  
dtrager@ycst.com  
rsharp@ycst.com

*Proposed Counsel for the Debtor  
and Debtor in Possession*

**EXHIBIT 3**

**Notice of Non-Voting Status**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

NORCOLD LLC,<sup>1</sup>

Debtor.

Chapter 11

Case No. 25-11933 (TMH)

**NOTICE OF NON-VOTING STATUS**

**TO: ALL HOLDERS OF UNCLASSIFIED CLAIMS AND CLAIMS OR INTERESTS  
IN CLASSES 1, 2, 6, 7, AND 8**

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**PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. On November 3, 2025 (the “Petition Date”), the above-captioned debtor and debtor-in-possession (the “Debtor”) filed a voluntary petition for relief under title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Court”).

2. On \_\_\_\_\_, 2025, the Court entered an order (the “Solicitation Procedures Order”), which, among other things, approved the *Disclosure Statement for the Chapter 11 Plan of Liquidation for Norcold LLC* [Docket No. 21] (the “Disclosure Statement”), which was filed by the Debtor in the Debtor’s chapter 11 case (the “Chapter 11 Case”). The Solicitation Procedures Order authorizes the Debtor to solicit votes to accept or reject the Plan from the holders of Claims in the Voting Class (as defined in the Solicitation Procedures Order).

3. **Confirmation Hearing.** A hearing (the “Confirmation Hearing”) to consider confirmation of the *Chapter 11 Plan of Liquidation for Norcold LLC* (as may be amended, modified, or supplemented from time to time, the “Plan”)<sup>2</sup> will be held before the Honorable Thomas M. Horan, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of Delaware, 6<sup>th</sup> Floor, Courtroom #7, 824 North Market Street, Wilmington, Delaware 19801, on **January 27, 2026 at [●] (prevailing Eastern Time)**. The Confirmation Hearing may be continued from time to time without further notice other than the announcement by the Debtor in open court at a hearing or as indicated in any notice filed with the Court on the docket in the Chapter 11 Case, which notice may be a hearing agenda.

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<sup>1</sup> The Debtor in this chapter 11 case, along with the last four digits of the Debtor’s federal tax identification number, is: Norcold LLC (6081). For purposes of this chapter 11 case, the Debtor’s service address is 7101 Jackson Road, Ann Arbor, MI 48103.

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

### **ENTITLEMENT TO VOTE ON THE PLAN**

4. In accordance with the terms of the Plan and the Bankruptcy Code, General Administrative Claims, Professional Fee Claims, DIP Claims, and Priority Tax Claims (collectively, the “Unclassified Claims”) are unclassified and are not entitled to vote on the Plan. Holders of Claims and Interests in Classes 1 (Other Priority Claims), 2 (Other Secured Claims), 6 (Intercompany Claims), 7 (Section 510(b) Claims), and 8 (Interests) under the Plan (collectively, the “Non-Voting Classes”) are (a) conclusively presumed to have accepted the Plan or deemed to reject the Plan, as applicable, and (b) not entitled to vote to accept or reject the Plan, as further described below. You are receiving this notice because, as of the Voting Record Date, you are either (i) a Holder of an Unclassified Claim and, therefore, not entitled to vote on the Plan; or (ii) a Holder of a Claim or Interest in a Class that is conclusively presumed to accept or deemed to reject the Plan and, therefore, not entitled to vote on the Plan.

5. Your rights are described more fully in the Disclosure Statement and Plan. Copies of the Disclosure Statement, the Plan, the Solicitation Procedures Order, and all other documents filed in the Chapter 11 Case may be obtained and reviewed without charge at <https://cases.stretto.com/Norcold/>, or upon request to the Debtor’s claim and voting agent, Stretto, Inc., by (i) telephone at 1 (833) 256-5483 (toll free) or (ii) email at [TeamNorcold@stretto.com](mailto:TeamNorcold@stretto.com).

### **SUMMARY OF PLAN TREATMENT OF CLAIMS AND INTERESTS**

6. The Plan proposes to modify the rights of certain creditors of the Debtor. The classification of Claims and Interests under the Plan is described generally below:

| <b>Class</b> | <b>Claim or Interest</b>          | <b>Status</b> | <b>Voting Rights</b>                      |
|--------------|-----------------------------------|---------------|-------------------------------------------|
| 1            | Other Priority Claims             | Unimpaired    | Not Entitled to Vote (Presumed to Accept) |
| 2            | Other Secured Claims              | Unimpaired    | Not Entitled to Vote (Presumed to Accept) |
| 3            | Prepetition Loan Guarantee Claims | Impaired      | Entitled to Vote                          |
| 4            | General Unsecured Claims          | Impaired      | Entitled to Vote                          |
| 5            | Litigation Claims                 | Impaired      | Entitled to Vote                          |
| 6            | Intercompany Claims               | Impaired      | Not Entitled to Vote (Deemed to Reject)   |
| 7            | Section 510(b) Claims             | Impaired      | Not Entitled to Vote (Deemed to Reject)   |
| 8            | Interests                         | Impaired      | Not Entitled to Vote (Deemed to Reject)   |

**DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE PLAN**

7. **Objections to Confirmation.** Objections to confirmation of the Plan, and any objection to the adequacy of the disclosures in the Disclosure Statement, if any, must: (i) be in writing; (ii) state the name and address of the objecting party and the nature of the Claim or Interest of such party; (iii) state with particularity the basis and nature of such objection; and (iv) be filed with the Clerk of the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801 and served on the Notice Parties<sup>3</sup> so as to be received no later than **4:00 p.m. (prevailing Eastern Time) on January 15, 2026**. Unless an objection is timely served and filed as prescribed herein, it may not be considered by the Court.

**PLEASE BE ADVISED THAT ARTICLE IX OF THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, INCLUDING:**

**Releases by Holders of Claims.** As of the Effective Date, except as otherwise provided in this Plan or the Confirmation Order, in exchange for good and valuable consideration, including the obligations of the Debtor under this Plan, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each Releasing Party shall be deemed to conclusively, absolutely, unconditionally, irrevocably and forever release each Released Party from any and all claims and Causes of Action, whether known or unknown, including any claims and Causes of Action that the Debtor or the Estate would have been legally entitled to assert in their own right including any claims or Causes of Action that could be asserted derivatively or on behalf of the Debtor (or the Estate), that such Entity would have been legally entitled to assert (whether individually or collectively), based on, relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership or operation thereof, or otherwise), any securities issued by the Debtor and the ownership thereof, the Debtor's in- or out-of-court restructuring efforts, the payment or satisfaction of prepetition debt or claims, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, documents and pleadings related to the Plan Sale or an Alternative Sale Transaction, or agreement or document created or entered into in connection with the Plan Sale or any Alternative Sale Transaction, the DIP Order, the DIP Credit Agreement, and any related agreement, instruments, and other documents relating thereto, this Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Order, the conduct of the sale process, the pursuit of consummation, the administration and implementation of this Plan, including the distribution of property under this Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission

<sup>3</sup> The Notice Parties are: (i) the Debtor, 7101 Jackson Road, Ann Arbor, MI 48103, Attn.: Richard Wu (rwu@alvarezandmarsal.com); (ii) proposed counsel to the Debtor, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801, Attn.: Sean M. Beach (sbeach@ycst.com) and Matthew B. Lunn (mlunn@ycst.com); (iii) the U.S. Trustee, J. Caleb Boggs Federal Building, 844 King Street, Room 2207, Wilmington, DE 19801, Attn.: Linda Casey (linda.casey@usdoj.gov); (iv) counsel to the administrative agent under the Debtor's postpetition financing facility, Ropes & Gray LLP, 191 North Wacker Drive, 32nd Floor, Chicago, IL 60606, Attn.: Chris Dickerson (chris.dickerson@ropesgray.com); (v) counsel to the administrative agent under the Debtor's prepetition financing facility, McDermott Will & Schulte, 919 Third Avenue, New York, NY 10022, Attn.: Adam C. Harris (adam.harris@srz.com); and (vi) counsel to any statutory committee appointed in this Chapter 11 Case.

taking place on or before the Effective Date; provided, however, that this provision shall not operate to waive or release any Claims or Causes of Action related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual intentional fraud, willful misconduct, or gross negligence of such Person. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any post-Effective Date obligations of any party or Entity under this Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan; or (2) any obligations under or in respect of the (i) Sale Order and (ii) the Alternative Sale Documents or the Plan Sale Documents, whichever applicable.

**“Released Party”** means, except to the extent such party is included in the Schedule of Retained Causes of Action, each of the following solely in their capacity as such: (i) the Debtor and the Estate; (ii) the DIP Lender; (iii) the Purchaser or Alternative Purchaser, as applicable; (iv) the Committee and its members (solely in their capacity as Committee members); (v) the Prepetition Agent; (vi) the Prepetition Lenders; and (vii) to the extent not included in the foregoing, each of the preceding entities’ respective Related Parties, including the Independent Manager and any professional retained by the Debtor, DIP Lender, or the Committee.

**“Releasing Parties”** means, collectively, and in each case, in their respective capacities as such: (i) the Released Parties; (ii) all Holders of Claims that are presumed to accept the Plan and who do not opt out of the releases in the Plan; (iii) all Holders of Claims or Interests who vote to accept the Plan; (iv) all Holders of Claims or Interests that (a) abstain from voting on the Plan and who do not opt out of the releases in the Plan, (b) vote to reject the Plan and who do not opt out of the releases in the Plan, or (c) are deemed to reject the Plan and who do not opt out of the releases in the Plan; and (v) with respect to each Entity in clause (i) through (iv), each such Entity’s current and former subsidiaries, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such

**Exculpation.** Except as otherwise specifically provided in this Plan, to the maximum extent permitted by applicable law, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any Claim related to any act or omission arising from the Petition Date through and including the Effective Date in connection with, relating to, or arising out of, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Debtor’s in court restructuring efforts, the Disclosure Statement, documents and pleadings related to the Plan Sale or an Alternative Sale Transaction, the DIP Orders and any related agreement, instruments, and other documents relating thereto, this Plan, the Plan Supplement, or any other restructuring transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Plan Sale or an Alternative Sale Transaction, this Plan, the Plan Supplement, the Chapter 11 Case, the filing of the Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Order, the conduct of the sale process, the pursuit of consummation, the administration and implementation of this Plan, including the distribution of property under this Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other

occurrence or omission taking place between the Petition Date and the Effective Date, except for claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual intentional fraud, willful misconduct, or gross negligence of such Person, but in all respects such Entities shall be entitled to reasonably rely upon the written advice of counsel with respect to their duties and responsibilities pursuant to this Plan to the extent permitted under applicable law.

**“Exculpated Party” or “Exculpated Parties”** means, collectively, and in each case in its capacity as such: (i) the Debtor; (ii) the managers of the Debtor and any other person serving as a fiduciary of the Debtor’s Estate, in each case, who served at any time between the Petition Date and the Effective Date; and (iii) all financial advisors, attorneys, accountants, investment bankers, and other professionals retained by the Debtor and the Committee (if appointed) in the Chapter 11 Case.

**Injunction.** Except as otherwise provided in this Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims, Interests, Causes of Action, or liabilities that: (1) are subject to compromise and settlement pursuant to the terms of this Plan; (2) have been released pursuant to this Plan; (3) are subject to exculpation pursuant to this Plan; or (4) are otherwise satisfied, stayed, released, or terminated pursuant to the terms of this Plan, are permanently enjoined and precluded, from and after the Effective Date, from taking any actions to interfere with the implementation or consummation of this Plan and from commencing or continuing in any manner, any action or other proceeding on account of any such claims, Interests, Causes of Action, or liabilities that have been compromised or settled against the Debtor or any Person or Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of, or in connection with or with respect to, any released, settled, compromised, or exculpated claims, Interests, Causes of Action, or liabilities, including being permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtor Released Parties, the Released Parties, or Exculpated Parties (as applicable): (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or Interests; (c) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estate of such Entities on account of or in connection with or with respect to any such claims or Interests; (d) asserting any right of setoff or subrogation of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or Interests ((i) other than a setoff exercised prior to the Petition Date, (ii) unless such Entity has filed a motion requesting the right to perform such setoff on or before the Effective Date or has filed a Proof of Claim or proof of Interest indicating that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law; or (iii) otherwise permissible under applicable law, asserted through a timely filed or deemed timely filed proof of claim); and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or Interests released, exculpated, or settled pursuant to this Plan.

**Upon the Bankruptcy Court’s 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, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of this Plan by the Debtor, the Liquidating Trustee, and their respective affiliates, employees, advisors, officers and directors, or agents.**

Please be advised that parties not entitled to vote on the Plan, *i.e.* Holders of Unimpaired Claims in Class 1 (Other Priority Claims) and Class 2 (Other Secured Claims) and Holders of Impaired Claims in Class 6 (Intercompany Claims), Class 7 (Section 510(b) Claims), and Interests in Class 8 (Interests) have not granted the releases set forth in Article IX.B of the Plan unless that party separately agrees to provide such releases.

**YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS SET FORTH IN ARTICLE IX THEREOF.**

Dated: [•], 2025  
Wilmington, Delaware

**YOUNG CONAWAY STARGATT & TAYLOR, LLP**

/s/

Sean M. Beach (No. 4070)  
Matthew B. Lunn (No. 4119)  
Jared W. Kochenash (No. 6557)  
Daniel Trager (No. 7465)  
Roger L. Sharp (No. 7454)  
Rodney Square  
1000 N. King Street  
Wilmington, Delaware 19801  
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mlunn@ycst.com  
jkochenash@ycst.com  
dtrager@ycst.com  
rsharp@ycst.com

*Proposed Counsel for the Debtor  
and Debtor in Possession*

**Exhibit B**

**Disclosure Statement Hearing Notice**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

NORCOLD LLC,<sup>1</sup>

Debtor.

Chapter 11

Case No. 25-11933 (TMH)

**Hearing Date: December 11, 2025 at 10:00 a.m. (ET)**

**Objection Deadline: December 4, 2025 at 4:00 p.m. (ET)**

**NOTICE OF HEARING TO CONSIDER  
APPROVAL OF DISCLOSURE STATEMENT**

**PLEASE TAKE NOTICE THAT**, on November 3, 2025, the debtor and debtor in possession in the above-captioned case (the “Debtor”) filed with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) the *Chapter 11 Plan of Liquidation for Norcold LLC* [Docket No. 20] (as may be subsequently amended, modified, or supplemented, the “Plan”) and the *Disclosure Statement for the Chapter 11 Plan of Liquidation for Norcold LLC* [Docket No. 21] (as may be subsequently amended, modified, or supplemented, the “Disclosure Statement”).<sup>2</sup>

**PLEASE TAKE FURTHER NOTICE THAT** the Debtor intends to present the Disclosure Statement for approval at a hearing before the Honorable Thomas M. Horan on **December 11, 2025 at 10:00 a.m. (ET)** convened at the Bankruptcy Court, 824 N. Market Street, 3rd Floor, Courtroom #7, Wilmington, DE 19801 (the “Disclosure Statement Hearing”). The Disclosure Statement may be amended, modified, or supplemented at any time prior to or at the Disclosure Statement Hearing, and the Disclosure Statement Hearing may be adjourned from time to time without further notice, except for the announcement of the adjourned date(s) through a notice of adjournment, the agenda for the Disclosure Statement Hearing, and/or at the Disclosure Statement Hearing or any continued hearing(s).

**PLEASE TAKE FURTHER NOTICE THAT** objections, if any, to the approval of the Disclosure Statement must: (a) be in writing; (b) state the name, address, and nature of the Claim or Interest of the objecting or responding party proposing a modification to the Disclosure Statement; (c) state with particularity the legal and factual basis and nature of any objection or response; (d) be filed with the Clerk of the Bankruptcy Court, 824 N. Market Street, 3rd Floor, Wilmington, DE 19801, together with proof of service, **on or before January 15, 2026 at 4:00**

<sup>1</sup> The Debtor in this chapter 11 case, along with the last four digits of the Debtor’s federal tax identification number, is: Norcold LLC (6081). For purposes of this chapter 11 case, the Debtor’s service address is 7101 Jackson Road, Ann Arbor, MI 48103.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meaning given to such terms in the Plan or the Disclosure Statement, as applicable.

**p.m. (ET)** (the “Objection Deadline”); and (e) be served upon the following parties so as to be received on or before the Objection Deadline: (i) the Debtor, 7101 Jackson Road, Ann Arbor, MI 48103, Attn.: Richard Wu (rwu@alvarezandmarsal.com); (ii) proposed counsel to the Debtor, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801, Attn.: Sean M. Beach (sbeach@ycst.com) and Matthew B. Lunn (mlunn@ycst.com); (iii) the U.S. Trustee, J. Caleb Boggs Federal Building, 844 King Street, Room 2207, Wilmington, DE 19801, Attn.: Linda Casey (linda.casey@usdoj.gov); (iv) counsel to the administrative agent under the Debtor’s postpetition financing facility, Ropes & Gray LLP, 191 North Wacker Drive, 32nd Floor, Chicago, IL 60606, Attn.: Chris Dickerson (chris.dickerson@ropesgray.com); (v) counsel to the administrative agent under the Debtor’s prepetition financing facility, McDermott Will & Schulte, 919 Third Avenue, New York, NY 10022, Attn.: Adam C. Harris (adam.harris@srz.com); and (vi) counsel to any statutory committee appointed in this Chapter 11 Case..

**PLEASE TAKE FURTHER NOTICE THAT** only those objections made in writing and timely filed and received by the Objection Deadline will be considered by the Bankruptcy Court during the Disclosure Statement Hearing. If no objections to the Disclosure Statement are timely and properly filed and served in accordance with the procedures set forth herein, the Bankruptcy Court may enter an order approving the Disclosure Statement without further notice.

**PLEASE TAKE FURTHER NOTICE THAT** copies of the Plan and the Disclosure Statement are available for inspection during regular business hours, excluding federal holidays, at the office of the Clerk of the Bankruptcy Court, 824 N. Market Street, 3rd Floor, Wilmington, DE 19801. In addition, copies of the Plan and the Disclosure Statement may be obtained: (i) by visiting the Debtor’s chapter 11 case website: <https://cases.stretto.com/Norcold/>; (ii) upon written request via first class mail to the Debtor’s solicitation agent, Stretto, Inc. (the “Solicitation Agent”), at Norcold Ballot Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602; (iii) by contacting the Solicitation Agent via telephone at (833) 256-5483 (Toll-Free); or (iv) for a fee, from the Bankruptcy Court’s website, [www.deb.uscourts.gov](http://www.deb.uscourts.gov) (a PACER account is required). A PACER login and password can be obtained through the PACER Service Center at <https://www.pacer.gov>.

**PLEASE TAKE FURTHER NOTICE THAT THIS NOTICE IS NOT A SOLICITATION OF VOTES TO ACCEPT OR REJECT THE PLAN. VOTES ON THE PLAN WILL BE SOLICITED IF AND WHEN THE BANKRUPTCY COURT APPROVES THE DISCLOSURE STATEMENT.**

**NO PERSON, INCLUDING THE SOLICITATION AGENT, HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, INCLUDING LEGAL ADVICE, OR TO MAKE ANY REPRESENTATION, REGARDING THE DEBTOR OR THE PLAN.**

*[Signature Page Follows]*

Dated: [•], 2025  
Wilmington, Delaware

**YOUNG CONAWAY STARGATT & TAYLOR, LLP**

/s/

Sean M. Beach (No. 4070)

Matthew B. Lunn (No. 4119)

Jared W. Kochenash (No. 6557)

Daniel Trager (No. 7465)

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*Proposed Counsel for the Debtor  
and Debtor in Possession*