

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

In re:

SAKS GLOBAL ENTERPRISES LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 26-90103 (ARP)

(Jointly Administered)

GLOBAL DEBTORS' MOTION FOR AN ORDER (I) CONDITIONALLY APPROVING THE ADEQUACY OF THE DISCLOSURE STATEMENT; (II) APPROVING THE SOLICITATION PROCEDURES AND SOLICITATION PACKAGE; (III) SCHEDULING A COMBINED HEARING; (IV) ESTABLISHING PROCEDURES FOR OBJECTING TO THE PLAN AND FINAL APPROVAL OF THE DISCLOSURE STATEMENT; (V) APPROVING THE FORM, MANNER, AND SUFFICIENCY OF NOTICE OF THE COMBINED HEARING; AND (VI) GRANTING RELATED RELIEF

IF YOU OBJECT TO THE RELIEF REQUESTED, YOU MUST RESPOND IN WRITING. PURSUANT TO RULE 3016-2 OF THE BANKRUPTCY LOCAL RULES FOR THE SOUTHERN DISTRICT OF TEXAS, UNLESS OTHERWISE DIRECTED BY THE COURT, YOU MUST FILE YOUR RESPONSE ELECTRONICALLY AT [HTTPS://ECF.TXSB.USCOURTS.GOV/](https://ecf.txsb.uscourts.gov/) BY NO LATER THAN APRIL 20, 2026. IF YOU DO NOT HAVE ELECTRONIC FILING PRIVILEGES, YOU MUST FILE A WRITTEN OBJECTION THAT IS ACTUALLY RECEIVED BY THE CLERK BY NO LATER THAN APRIL 20, 2026. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

A HEARING WILL BE CONDUCTED ON THIS MATTER ON APRIL 24, 2026, AT 9:00 A.M. (PREVAILING CENTRAL TIME) IN COURTROOM 400, 4TH FLOOR, 515 RUSK STREET, HOUSTON, TEXAS 77002. PARTICIPATION AT THE HEARING WILL BE PERMITTED EITHER IN-PERSON AND/OR BY AN AUDIO AND VIDEO CONNECTION. AUDIO COMMUNICATION WILL BE BY USE OF THE COURT'S DIAL-IN FACILITY. YOU MAY ACCESS THE FACILITY AT (832) 917-1510. ONCE CONNECTED, YOU WILL BE ASKED TO ENTER THE CONFERENCE ROOM NUMBER. JUDGE PÉREZ'S CONFERENCE ROOM NUMBER IS 282694. VIDEO COMMUNICATION WILL BE BY USE OF THE GOTOMEETING PLATFORM.

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.stretto.com/Saks>. The location of Debtor Saks Global Enterprises LLC's corporate headquarters and the Debtors' service address in these chapter 11 cases is 225 Liberty Street, 31st Floor, New York, NY 10281. Bradley Arant Boult Cummings LLP is counsel for the following Debtors: Saks OFF 5TH Holdings LLC, Saks OFF 5TH LLC, Saks OFF 5TH Midco Partner Inc., and Luxury Outlets USA, LLC (collectively, the "SO5 Digital Debtors"). Haynes and Boone, LLP and Willkie Farr & Gallagher LLP are counsel for the remaining Debtors (collectively, the "Global Debtors").

CONNECT VIA THE FREE GOTOMEETING APPLICATION OR CLICK THE LINK ON JUDGE PÉREZ'S HOMEPAGE. THE MEETING CODE IS "JUDGEPEREZ". CLICK THE SETTINGS ICON IN THE UPPER RIGHT CORNER AND ENTER YOUR NAME UNDER THE PERSONAL INFORMATION SETTING.

HEARING APPEARANCES MUST BE MADE ELECTRONICALLY IN ADVANCE OF BOTH ELECTRONIC AND IN-PERSON HEARINGS. TO MAKE YOUR APPEARANCE, CLICK THE "ELECTRONIC APPEARANCE" LINK ON JUDGE PÉREZ'S HOMEPAGE. SELECT THE CASE NAME, COMPLETE THE REQUIRED FIELDS AND CLICK "SUBMIT" TO COMPLETE YOUR APPEARANCE.

The Global Debtors,² as debtors and debtors in possession in the above-captioned cases, respectfully represent as follows in support of this motion (this "Motion"):

RELIEF REQUESTED

1. By this Motion, the Global Debtors request entry of an order, substantially in the form attached hereto (the "Conditional Approval Order"):

- a. conditionally approving the *Disclosure Statement for Joint Chapter 11 Plan of Saks Global Enterprises LLC and Its Global Debtor Affiliates* [Docket No. 1797] (as may be amended, modified, or supplemented from time to time, the "Disclosure Statement");
- b. scheduling a combined hearing (the "Combined Hearing") to consider final approval of the adequacy of the Disclosure Statement and confirmation of the *Joint Chapter 11 Plan of Saks Global Enterprises LLC and Its Global Debtor Affiliates* [Docket No. 1796] (as may be amended, modified, or supplemented from time to time, the "Plan")³ for June 5, 2026 at 9:00 a.m. (Prevailing Central Time);
- c. establishing June 1, 2026 at 4:00 p.m. (Prevailing Central Time) as the deadline for (i) filing objections to the final approval of the adequacy of the Disclosure Statement or confirmation of the Plan (the "Combined Objection Deadline"), and (ii) voting on the Plan and opting out of, or opting in to (as applicable) the third-party release contained in the Plan (the "Voting Deadline");
- d. approving the form of notice of the Combined Hearing, the Voting Deadline, and the Combined Objection Deadline (the "Combined Hearing Notice"), the form of which is attached as **Exhibit 1** to the Conditional

² For the avoidance of doubt, "Debtors" means, collectively, the Global Debtors and the SO5 Digital Debtors.

³ Capitalized terms used but otherwise not defined herein shall have the meanings given to them in the Plan.

Approval Order, including the timing and manner of delivery and publication (as applicable) of the Combined Hearing Notice;

- e. approving the solicitation procedures with respect to the Plan, including the forms of Ballots and Voting Instructions (each as defined below) attached as **Exhibits 2-A** through **2-C** to the Conditional Approval Order;
- f. approving the form of the non-voting status notice (the “**Non-Voting Status Notice**”) attached as **Exhibit 3** to the Conditional Approval Order;
- g. approving the form of the release opt-out form for third-party Holders of Claims in the Unimpaired Classes (as defined below) (the “**Release Opt-Out Form**”) attached as **Exhibit 4** to the Conditional Approval Order;
- h. approving the form of the release opt-in form for third-party Holders of Claims or Equity Interests in the Deemed Rejecting Classes (as defined below) (the “**Release Opt-In Form**”) attached as **Exhibit 5** to the Conditional Approval Order; and
- i. granting related relief.

2. In connection with the foregoing, the Global Debtors request that the Court approve (subject to the Court’s availability) the following proposed schedule related to the relief requested in the Motion:

Proposed Dates and Deadlines in Connection with Combined Hearing	
Disclosure Statement Conditional Approval Hearing	April 24, 2026 at 9:00 a.m. (Prevailing Central Time)
Voting Record Date	April 24, 2026 (Prevailing Central Time)
Solicitation Date	5 Business Days after entry of the Conditional Approval Order, or as soon as reasonably practicable thereafter
Publication Date	5 Business Days after entry of the Conditional Approval Order or as soon as reasonably practicable thereafter
Deadline to File Claims Objections for Plan Voting Purposes	May 22, 2026
Deadline to File Plan Supplement	May 26, 2026
Deadline to File Bankruptcy Rule 3018 Motions for Plan Voting Purposes	June 1, 2026 at 4:00 p.m. (Prevailing Central Time)

Voting Deadline (including the deadline to submit Release Opt-Out Forms and Release Opt-In Forms)	June 1, 2026 at 4:00 p.m. (Prevailing Central Time)
Combined Objection Deadline	June 1, 2026 at 4:00 p.m. (Prevailing Central Time)
Deadline for Solicitation Agent to File Plan Voting Report	June 4, 2026
Deadline to Reply to Combined Objections	June 4, 2026
Combined Hearing	June 5, 2026 at 9:00 a.m. (Prevailing Central Time)

3. The related exhibits attached to the Conditional Approval Order and cited throughout this Motion are as follows:

Exhibit	Number
Combined Hearing Notice	Exhibit 1 to Conditional Approval Order
Form of Master Ballot for Classes 4-A, 4-C, and 5-A	Exhibit 2-A to Conditional Approval Order
Form of Beneficial Holder Ballot for Classes 4-A, 4-C, and 5-A	Exhibit 2-B to Conditional Approval Order
Form of Individual Holder Ballot for Classes 3-A, 3-B, 3-C, 4-B, 4-D (if entitled to vote) and 5-B (if entitled to vote)	Exhibit 2-C to Conditional Approval Order
Notice of Non-Voting Status	Exhibit 3 to Conditional Approval Order
Release Opt-Out Form	Exhibit 4 to Conditional Approval Order
Release Opt-In Form	Exhibit 5 to Conditional Approval Order

JURISDICTION AND VENUE

4. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, and the *Order of Reference to Bankruptcy Judges* from the United States District Court for the Southern District of Texas, dated May 24, 2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Global Debtors confirm their consent to entry of a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties,

cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

5. Venue is proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

6. The statutory and legal predicates for the relief sought herein are sections 105(a), 341, 365, 1125, 1126, and 1128 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 1007(b), 2002, 3017, 3018, 3020, 6003, 6004, and 9006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Rule 3016-2 of the Bankruptcy Local Rules for the Southern District of Texas (the “Local Rules”), and the *Procedures for Complex Cases for the Southern District of Texas*.

BACKGROUND

I. General Background

7. On January 13, 2026 (the “Petition Date”) and January 14, 2026, the Global Debtors filed voluntary petitions under chapter 11 of the Bankruptcy Code (the “Chapter 11 Cases”) in the Court. The Global Debtors are operating their businesses and managing their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. These Chapter 11 Cases are being jointly administered for procedural purposes only.

8. On January 27, 2026, the Office of the United States Trustee for the Southern District of Texas (the “U.S. Trustee”) appointed the Official Unsecured Creditors’ Committee (the “Committee”) [Docket No. 480]. On January 29, 2026, the U.S. Trustee filed a notice amending the composition of the Committee [Docket No. 522]. No request for the appointment of a trustee or an examiner has been made in these Chapter 11 Cases.

9. Additional information regarding the Global Debtors’ businesses, capital structure, and the circumstances leading to the filing of these Chapter 11 Cases is set forth in the *Declaration*

of Mark Weinsten in Support of Chapter 11 Petitions and First Day Pleadings [Docket No. 17] (the “First Day Declaration”).

II. Restructuring Support Agreement, New Capital Commitment Letter, Plan and Disclosure Statement

10. On April 1, 2026, the Global Debtors executed the Restructuring Support Agreement with the Consenting DIP Term Loan Lenders. Concurrently with the execution of the Restructuring Support Agreement, certain of the Consenting DIP Term Loan Lenders (in their capacity as the New Capital Commitment Parties) entered into the New Capital Commitment Letter, pursuant to which such parties have committed to provide up to \$500,000,000 in new money financing in the form of the Incremental New Money Facilities (consisting of an Incremental New Money Debt Facility and/or an Incremental New Money Preferred Equity Facility), on the terms and subject to the conditions set forth in the New Capital Commitment Letter, the Restructuring Support Agreement, and the Plan. On April 5, 2026, the Global Debtors filed the Plan and the Disclosure Statement.

11. Pursuant to the Restructuring Support Agreement, the Global Debtors and the Consenting DIP Term Loan Lenders have committed to, among other things, support and take all steps reasonably necessary and desirable to implement and consummate the Restructuring Transactions and the Plan, including the Consenting DIP Term Loan Lenders voting all of their Claims against the Global Debtors in favor of the Plan. The material terms of the Restructuring Support Agreement, the Restructuring Transactions, and the Plan are described in detail in the Disclosure Statement.

12. The following chart represents the classification of Claims and Equity Interests under the Plan:⁴

Class	Claims and Equity Interests	Status	Voting Rights
Class 1	Priority Non-Tax Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 2	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 3-A	First Out DIP Term Loan Facility Claims	Impaired	Entitled to Vote
Class 3-B	Second Out DIP Term Loan Facility Claims	Impaired	Entitled to Vote
Class 3-C	Third Out DIP Term Loan Facility Claims	Impaired	Entitled to Vote
Class 4-A	Prepetition SGUS Notes Claims	Impaired	Entitled to Vote
Class 4-B	Prepetition FILO and NPC Claims	Impaired	Entitled to Vote
Class 4-C	Prepetition OpCo Second Out Notes Claims	Impaired	Entitled to Vote
Class 4-D	OpCo General Unsecured Claims	Impaired	Entitled to Vote / Not Entitled to Vote (Deemed to Reject)
Class 5-A	HoldCo II SGUS Notes Guarantee Claims	Impaired	Entitled to Vote
Class 5-B	HoldCo II General Unsecured Claims	Impaired	Entitled to Vote / Not Entitled to Vote (Deemed to Reject)
Class 6-A	Prepetition TopCo Facility Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 6-B	TopCo General Unsecured Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 7	Intercompany Claims	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept) / Not Entitled to Vote (Deemed to Reject)
Class 8	Subordinated Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 9	Existing TopCo Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

⁴ Pursuant to section 1123(a)(1) of the Bankruptcy Code, the Plan also designates six (6) categories of Claims that are entitled to receive Distributions under the Plan, but are not classified for purposes of voting to accept or reject the Plan. These categories of unclassified claims are ABL DIP Facility Claims, DIP OpCo Claims, Administrative Expense Claims, Professional Fee Claims, Priority Tax Claims, and U.S. Trustee Fees.

Class	Claims and Equity Interests	Status	Voting Rights
Class 10	Existing Intercompany Equity Interests	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept) / Not Entitled to Vote (Deemed to Reject)

13. Claims in Classes 1 and 2 (together, the “Unimpaired Classes”) are Unimpaired by the Plan, and Holders of such Claims are deemed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote on the Plan.

14. Claims in Classes 3-A, 3-B, 3-C, 4-A, 4-B, 4-C, and 5-A (the “Voting Classes”) are Impaired by the Plan and Holders of such Claims are entitled to vote to accept or reject the Plan.

15. Claims or Equity Interests in Classes 6-A, 6-B, 8, and 9 (collectively, the “Deemed Rejecting Classes,” and together with the Unimpaired Classes, the “Non-Voting Classes”) are Impaired by the Plan and Holders of such Claims or Equity Interests are deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code because the Plan does not entitle such Holders to receive or retain any property on account of their Claims or Equity Interests.

16. Holders of Claims in Classes 4-D and 5-B will either be entitled to vote to accept or reject the Plan, or deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code because the Plan will not entitle such Holders to receive or retain any property on account of their Claims. The voting rights of Holders of Claims in Classes 4-D and 5-B will be determined prior to the Disclosure Statement Conditional Approval Hearing.

17. Claims and Equity Interests in Classes 7 and 10 (the “Intercompany Classes”) are either Unimpaired or Impaired by the Plan and Holders of such Claims and Equity Interests are deemed to either accept the Plan pursuant to section 1126(f) of the Bankruptcy Code, or reject the Plan pursuant to section 1126(g) of the Bankruptcy Code because the Plan does not entitle such Holders to receive or retain any property on account of their Claims or Equity Interests. Therefore,

such Holders are not entitled to vote on the Plan. As set forth below, the Global Debtors are requesting a waiver of the requirement under Bankruptcy Rule 3017(d) to provide Holders of Claims and Equity Interests in the Intercompany Classes with any solicitation materials.

18. Article XI of the Plan contains certain release, injunction, and exculpation provisions, including releases by the Global Debtors and their Estates of various parties. The Plan also includes a third-party release by Holders of Claims or Equity Interests, as described in Article XI.3 of the Plan (the “Third-Party Release”). These provisions remain subject to the outcome of the Special Restructuring Committee Independent Investigation and any applicable consent rights set forth in the Restructuring Support Agreement.

BASIS FOR RELIEF REQUESTED

I. The Court Should Conditionally Approve the Disclosure Statement

19. Pursuant to section 1125 of the Bankruptcy Code, a plan proponent must provide holders of impaired claims or interests with “adequate information” regarding a debtor’s proposed plan. In that regard, section 1125(a)(1) of the Bankruptcy Code provides:

“[A]dequate information” means 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, including a discussion of the potential material Federal tax consequences of the plan to the debtor, any successor to the debtor, and a hypothetical investor typical of the holders of claims or interests in the case, 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). Courts have broad discretion in determining the adequacy of the information contained in a disclosure statement. See, e.g., In re Lower Bucks Hosp., 571 Fed. Appx. 139, 142 (3d Cir. 2014) (noting that “the determination under 11 U.S.C. § 1125(a) ‘is subjective and made on a case by case basis [and] . . . is largely within the discretion of the bankruptcy court’”) (quoting In re Tex. Extrusion Corp., 844 F.2d 1142, 1157 (5th Cir. 1988));

Mabey v. Sw. Elec. Power Co. (In re Cajun Elec. Power Coop., Inc.), 150 F.3d 503, 518 (5th Cir. 1998). Because the information required to be disclosed in a disclosure statement varies according to the facts of each case, there is no mandatory list of requirements for adequacy. See In re Phoenix Petroleum, 278 B.R. 385, 393 (Bankr. E.D. Pa. 2001).

20. Nonetheless, factors considered by a court evaluating the adequacy of a disclosure statement may include: (a) the events leading to the filing of a bankruptcy petition; (b) a description of the available assets and their value; (c) the anticipated future of the company; (d) the source of information stated in the disclosure statement; (e) a disclaimer that typically indicates that no statements or information concerning the debtor or its assets or securities are authorized, other than those set forth in the disclosure statement; (f) the present condition of the debtor while in chapter 11; (g) claims asserted against the debtor; (h) the estimated return to creditors under a chapter 7 liquidation; (i) the accounting method utilized to produce financial information and the name of the accountants responsible for such information; (j) the future management of the debtor; (k) the chapter 11 plan or a summary thereof; (l) the estimated administrative expenses; (m) the collectability of any accounts receivable; (n) financial information, valuations, and projections relevant to the creditors' decision to accept or reject the chapter 11 plan; (o) information relevant to the risks posed to creditors under the plan; (p) the actual or projected realizable value from recovery of preferential or otherwise voidable transfers; (q) litigation likely to arise in a non-bankruptcy context; (r) tax attributes of the debtor; and (s) the relationship of the debtor with its affiliates. See, e.g., In re U.S. Brass Corp., 194 B.R. 420, 424–25 (Bankr. E.D. Tex. 1996). A plan proponent need not include disclosure with respect to each of the above topics in every case. Phoenix Petroleum, 278 B.R. at 393 (making use of similar list but cautioning that “no one list of categories will apply in every case”).

21. Here, the Disclosure Statement contains adequate information to allow Holders of Claims in the Voting Classes to make informed decisions about whether to vote to accept or reject the Plan. Specifically, the Disclosure Statement contains, or will contain prior to the hearing on this Motion, a number of categories of information that courts consider “adequate information,” including, but not limited to, descriptions and summaries of:

- a. the terms of the Plan (Article VII);
- b. certain events preceding the Chapter 11 Cases (Article V);
- c. the perpetuation indebtedness of the Global Debtors (Article IV);
- d. estimates of the Claims and Equity Interests asserted, or to be asserted, against the Global Debtors’ Estates and the estimated value of the Distributions to be received by Holders of Allowed Claims or Equity Interests (Article III);
- e. risk factors affecting the Plan (Article X);
- f. the feasibility of the Plan, including projections of the financial performance of the Reorganized Global Debtors for fiscal years 2026 through 2030 (Article XVI and Exhibit C to the Disclosure Statement);
- g. certain tax consequences of the Plan (Article XI);
- h. the provisions providing for the release of claims and causes of action by the Global Debtors and Holders of Claims or Equity Interests, subject to the outcome of the Special Restructuring Committee Independent Investigation (Article XIII);
- i. a liquidation analysis setting forth the estimated recovery that Holders of Claims or Equity Interests would receive if these Chapter 11 Cases were converted to cases under chapter 7 of the Bankruptcy Code (Article XVI and Exhibit B to the Disclosure Statement); and
- j. an analysis of the estimated implied equity value of the Global Debtors as of an assumed Effective Date (Article XVI and Exhibit D to the Disclosure Statement).

22. Accordingly, conditional approval of the Disclosure Statement pursuant to Local Rule 3016-2 and Section P of the Complex Case Procedures is warranted under the circumstances. The Motion and Conditional Approval Order comply with the requirements for conditional

approval under the Local Rule 3016-2 and Section P of the Complex Case Procedures by (a) identifying Stretto, Inc. (the “Solicitation Agent”) as the solicitation and balloting agent,⁵ (b) proposing the Combined Hearing, (c) identifying and seeking final approval of voting and solicitation procedures, the forms of notice to be provided to creditors, and the forms of Ballots, and (d) establishing the Voting Deadline and Voting Record Date.

II. The Court Should Approve the Scheduling of the Combined Hearing, the Combined Objection Deadline, and the Combined Hearing Notice

A. The Combined Hearing

23. Section 105(d)(2)(B)(vi) of the Bankruptcy Code expressly authorizes a court to “issue an order . . . that . . . provides that the hearing on approval of the disclosure statement may be combined with the hearing on confirmation of the plan” where the court deems a combined hearing to be “appropriate to ensure that the case is handled expeditiously and economically” 11 U.S.C. § 105(d)(2)(B)(vi); see also In re Gulf Coast Oil Corp., 404 B.R. 407, 425 (Bankr. S.D. Tex. 2009) (holding that section 105(d) of the Bankruptcy Code authorizes the court to hold combined hearings for disclosure statements and plans). Additionally, Local Rule 3016-2 and Section P of the Complex Case Procedures authorize a plan proponent to file a motion for conditional approval of a disclosure statement that requests a joint hearing to consider final approval of the disclosure statement and confirmation of a plan. In accordance with Local Rule 3016-2, the U.S. Trustee, the Committee, the Global Debtors’ thirty (30) largest unsecured creditors and all parties who have requested service in these Chapter 11 Cases, among other parties, are being given fourteen (14) days’ notice of this Motion and fourteen (14) days to object to the

⁵ Stretto, Inc. is also the Global Debtors’ Claims Agent in these Chapter 11 Cases.

Global Debtors' request for conditional approval of the Disclosure Statement. See Local Rule 3016-2.

24. Here, an expeditious confirmation process and a single hearing on the Plan and Disclosure Statement are warranted and appropriate under the circumstances of these Chapter 11 Cases. The Global Debtors are pursuing an efficient resolution of these Chapter 11 Cases with the support of the Consenting DIP Term Loan Lenders through the implementation of the Restructuring Transactions set forth in the Restructuring Support Agreement. A prompt exit from chapter 11 is vital to preserve and maximize the value of the Global Debtors' estates. Delays will materially harm the Global Debtors' estates and stakeholders by increasing professional fee accruals and other administrative expenses on a daily basis. Moreover, certain milestones under the Restructuring Support Agreement and the Global Debtors' DIP Term Loan Credit Agreement require the Global Debtors to pursue the Combined Hearing. See DIP Term Loan Credit Agreement, Section 5.12(8).

25. Accordingly, the Global Debtors request that the Court schedule, subject to its availability, the Combined Hearing for **June 5, 2026 at 9:00 a.m. (Prevailing Central Time)**.

B. The Combined Objection Deadline

26. The Global Debtors also request that the Court establish **June 1, 2026 at 4:00 p.m. (Prevailing Central Time)** as the Combined Objection Deadline for filing and serving objections to final approval of the Disclosure Statement and confirmation of the Plan. Bankruptcy Rule 3017(a)(2) provides that objections to a disclosure statement must be filed and served at any time before it is approved or an earlier date fixed by the court. Fed. R. Bankr. P. 3017(a)(2). Additionally, Bankruptcy Rule 2002(b) provides that there should be not less than twenty-eight (28) days' notice of the time for filing objections to a disclosure statement and

confirmation of a plan. Fed. R. Bankr. P. 2002(b). Here, creditors will have at least twenty-eight (28) days from the Solicitation Date (as defined below) (and service of the Combined Hearing Notice), which will be no later than May 4, 2026, until the Combined Objection Deadline, which is June 1, 2026.

27. The Global Debtors also request that the Court direct the manner for filing objections to the final approval of the Disclosure Statement and confirmation of the Plan, as set forth in the Combined Hearing Notice, to require that such objections, if any, must:

- a. be in writing;
- b. state the name and address of the objecting party and the amount and nature of the Claim or Equity Interest of such party;
- c. comply with the Bankruptcy Rules, the Local Rules, and any orders of the Court;
- d. state, with particularity, the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and
- e. be filed with the Court and served on the following parties (the “Notice Parties”) on or before the Combined Objection Deadline: (A) counsel to the Global Debtors, (i) Willkie Farr & Gallagher LLP, 787 7th Avenue, New York, NY 10019, Attn: Debra M. Sinclair, Esq. (dsinclair@willkie.com), Jennifer J. Hardy, Esq. (jhardy2@willkie.com), Allyson B. Smith, Esq. (absmith@willkie.com), and Betsy L. Feldman, Esq. (bfeldman@willkie.com), and (ii) Haynes and Boone, LLP, 1221 McKinney Street, Suite 4000, Houston, TX 77010, Attn: Kelli Stephenson Norfleet, Esq. (kelli.norfleet@haynesboone.com), Kenric D. Kattner, Esq. (kenric.kattner@haynesboone.com), and Arsalan Muhammad, Esq. (arsalan.muhammad@haynesboone.com); (B) the Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, TX 77002 Attn: Jana Smith Whitworth, Esq. (jana.whitworth@usdoj.gov) and Ha Nguyen, Esq. (ha.nguyen@usdoj.gov); (C) co-counsel to the Ad Hoc Group of Secured Noteholders and DIP Lenders, (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019, Attn: Robert A. Britton, Esq. (rbritton@paulweiss.com), Christopher Hopkins, Esq. (chopkins@paulweiss.com), Jessica Choi, Esq. (jchoi@paulweiss.com), and Martin J. Salvucci, Esq. (msalvucci@paulweiss.com) and (ii) Porter Hedges LLP, 1000 Main Street, 36th Floor, Houston, TX 77002, Attn: John F. Higgins, Esq. (jhiggins@porterhedges.com), M. Shane Johnson, Esq. (sjohnson@porterhedges.com), and Megan Young-John, Esq. (myoung-

john@porterhedges.com); (D) counsel to the Committee, Morrison & Foerster LLP, 250 West 55th Street, New York, New York 10019, Attn: Lorenzo Marinuzzi (lmarinuzzi@mofo.com), Theresa Foudy (tfoudy@mofo.com), Douglas Mannal (dmannal@mofo.com), Raff Ferraioli (rferraioli@mofo.com), Miranda Russell (mrussell@mofo.com), and Ilayna Guevrekian (iguevrekian@mofo.com); (E) co-counsel to the Committee, Cole Schotz P.C., 901 Main Street, Suite 4120, Dallas, Texas 75202, Attn: Ian Phillips, Esq. (iphillips@coleschotz.com), Justin Alberto, Esq. (jalberto@coleschotz.com), and Sarah Carnes, Esq. (scarnes@coleschotz.com).

C. The Combined Hearing Notice

28. The Global Debtors also request that the Court approve the form of Combined Hearing Notice, which will include: (a) instructions as to how to view or obtain copies of the Plan and Disclosure Statement, the Conditional Approval Order, and all other materials in the Solicitation Package (excluding Ballots), free of charge, including through the Global Debtors' restructuring website maintained by the Solicitation Agent and, for a fee, the Court's website via PACER; (b) notice of the Voting Deadline; (c) notice of the Combined Objection Deadline and instructions for filing an objection; and (d) notice of the Combined Hearing date and information related thereto.

29. The Global Debtors propose to serve, or cause to be served, the Combined Hearing Notice, by first class mail, email, or overnight courier, in the Global Debtors' sole discretion, on all known Holders of Claims or Equity Interests as of the Voting Record Date, and any other party entitled to notice under Bankruptcy Rule 2002 and applicable Local Rules (regardless of whether such parties are entitled to vote on the Plan) on or before the Solicitation Date. Additionally, the Global Debtors propose to publish the Combined Hearing Notice within five (5) business days of the entry of the Conditional Approval Order or as soon as reasonably practicable thereafter, once in the national edition of *The New York Times* or other nationally circulated publication. The Global Debtors submit that the proposed form of Combined Hearing Notice, the notice period

provided after service of the Combined Hearing Notice, the publication of the Combined Hearing Notice, and the service of the notice of the Motion will provide creditors with sufficient notice of the Combined Hearing.

III. The Court Should Approve the Solicitation and Voting Procedures

A. Fixing the Voting Record Date

30. Bankruptcy Rule 3017(d)(4) provides that, for purposes of soliciting votes in connection with the confirmation of a chapter 11 plan, “creditors’ and ‘equity security holders’ include record holders of stock, bonds, debentures, notes, and other securities on the date the order approving the disclosure statement is entered—or another date the court sets for cause and after notice and a hearing.” Fed. R. Bankr. P. 3017(d)(4). Bankruptcy Rule 3018(a) contains a similar provision regarding determination of the record date for voting purposes.

31. In accordance with these Bankruptcy Rules, the Global Debtors request that the Court set April 24, 2026 as the Voting Record Date (the “Voting Record Date”) for purposes of determining:

- a. the Holders of Claims in the Voting Classes who are entitled to receive a Solicitation Package and vote to accept or reject the Plan;
- b. the Holders of Claims or Equity Interests in the Non-Voting Classes who will receive a Notice of Non-Voting Status (as defined herein) and Release Opt-Out Form or Release Opt-In Form (as applicable), and are not entitled to vote to accept or reject the Plan;
- c. the amount of each Holder’s Claim or Equity Interest for solicitation and voting purposes (except as otherwise provided in this Motion); and
- d. whether Claims have been properly and timely assigned or transferred to an assignee pursuant to Bankruptcy Rule 3001(e), such that the assignee (and not the original Claim Holder) can vote to accept or reject the Plan as the Holder of a Claim.

32. The Global Debtors request that, with respect to any transferred Claim, the transferee shall be entitled to receive (if applicable) a Solicitation Package and cast a Ballot on

account of such Claim only if all actions necessary to effectuate the transfer of the Claim pursuant to Bankruptcy Rule 3001(e) have been completed on or before the Voting Record Date such that the transferee thereof can vote as the Holder of such Claim. In the event a Claim is transferred after the Voting Record Date, the transferee of such Claim shall be bound by any vote on the Plan made by the holder of such Claim as of the Voting Record Date. Except as otherwise provided herein, Holders of Claims filed after, or transferees to whom Claims have purportedly been transferred subsequent to, the Voting Record Date shall not be entitled to vote. Furthermore, where any portion of a single Claim has been transferred to a transferee, all Holders of any portion of such single Claim may be treated as a single creditor for purposes of the numerosity requirements in section 1126(c) of the Bankruptcy Code. In the event that (a) a Ballot, (b) a group of Ballots within a Voting Class received from a single creditor, or (c) a group of Ballots received from the various Holders of multiple portions of a single Claim partially reject and partially accept the Plan, such Ballots may not be counted, in the Global Debtors' discretion.

33. For the avoidance of doubt, a Holder will only be entitled to receive solicitation materials on account of a claim based on rejection of an Executory Contract or Unexpired Lease if the Proof of Claim asserting the Claim arising from the rejection is filed by the Voting Record Date.

B. Approving the Solicitation Package and Procedures for Distribution Thereof

34. Bankruptcy Rule 3017(d) sets forth the materials that must be provided to holders of claims and equity interests for the purpose of soliciting their votes and providing adequate notice of the hearing on confirmation of a plan of reorganization:

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:

- (i) the court-approved disclosure statement;
- (ii) the plan or a court-approved summary of it;
- (iii) a notice of the time to file acceptances and rejections of the plan; and
- (iv) 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)(1)(A).

In addition, “[n]otice of the time to file an objection to a plan’s confirmation and the date of the hearing on confirmation must be mailed to creditors and equity security holders in accordance with [Bankruptcy] Rule 2002(b). A ballot that conforms to Form 314 must also be mailed to creditors and equity security holders who are entitled to vote on the plan.” Fed. R. Bankr. P. 3017(d)(2).

35. On or before five (5) business days after entry of the Conditional Approval Order or as soon as reasonably practicable thereafter (the “Solicitation Date”), the Global Debtors will mail, or cause to be mailed, the following materials (the “Solicitation Package”) to those record Holders of Claims in the Voting Classes: (a) the Disclosure Statement, including the Plan and all other exhibits attached to the Disclosure Statement; (b) the Conditional Approval Order (excluding exhibits); (c) the applicable Ballot and voting instructions (the “Voting Instructions”); (d) a pre-addressed, pre-paid return envelope (unless the Solicitation Package is served by electronic mail); and (e) the Combined Hearing Notice; provided, however, that, the Global Debtors request authorization to serve any Holder of a Claim or Equity Interest in the Voting Classes with the Solicitation Package by electronic mail if a physical mailing address for the Holder is unavailable.

36. Furthermore, consistent with sections 1126(f) and (g) of the Bankruptcy Code, the Global Debtors propose to distribute, or cause to be distributed, by first-class mail, to all Holders of Claims or Equity Interests in the Non-Voting Classes a Non-Voting Package (as defined herein);

provided, however, that, the Global Debtors request authorization to serve any Holder of a Claim or Equity Interest in the Non-Voting Classes with a Non-Voting Package by electronic mail if a physical mailing address for the Holder is unavailable.

37. The Solicitation Package, excluding a Ballot, will also be mailed to: (i) the U.S. Trustee; (ii) the Internal Revenue Service; and (iii) those parties requesting notice pursuant to Bankruptcy Rule 2002.

38. For purposes of serving the Solicitation Package and the Non-Voting Package, the Global Debtors seek authority for the Solicitation Agent to rely on the address information, including electronic mail address information, maintained by the Global Debtors and provided to the Solicitation Agent as of the Voting Record Date. The Global Debtors anticipate that some of the notices served in these Chapter 11 Cases, including, but not limited to, the Combined Hearing Notice, may be returned by the United States Postal Service or otherwise as undeliverable without a forwarding address. The Global Debtors believe that it would be costly and wasteful to distribute a Solicitation Package or Non-Voting Package to the same addresses to which undeliverable Combined Hearing Notices were distributed. Therefore, the Global Debtors seek the Court's approval for a departure from the strict notice rule, excusing the Global Debtors from distributing a Solicitation Package or Non-Voting Package to those entities listed at such addresses, unless the Global Debtors are provided with accurate addresses for such entities prior to the Voting Record Date. The Global Debtors further propose that they be excused from attempting to find better addresses for entities as to whom a Solicitation Package or Non-Voting Package was returned by the United States Postal Service as undeliverable without a forwarding address. The Global Debtors further request that the Court waive (a) any requirement to re-mail undeliverable Solicitation Packages, Non-Voting Packages, or other undeliverable solicitation-related notices

that were returned marked “undeliverable,” “moved—no forwarding address,” or otherwise returned unless the Global Debtors and/or the Solicitation Agent have been informed in writing by such person of that person’s new address seven (7) days prior to the Voting Deadline, and (b) any obligation for the Global Debtors or the Solicitation Agent to conduct any additional research for updated addresses based on undeliverable Solicitation Packages, Non-Voting Packages, or other undeliverable solicitation related notices.

39. Moreover, with respect to Solicitation Packages that are distributed by physical mail, the Global Debtors request that the Court authorize (but not require) the Global Debtors to distribute, or cause to be distributed, the Disclosure Statement (together with all exhibits thereto, including the Plan) and the Conditional Approval Order (excluding exhibits) to the Voting Classes in electronic format on a USB flash drive in lieu of paper format. The Combined Hearing Notice, the Ballots, and return envelopes contained in the Solicitation Package will be provided in paper format. Holders of Claims in the Voting Classes that receive solicitation materials in electronic format, including Holders that receive Solicitation Packages by electronic mail, may request such materials in paper format, at the Global Debtors’ expense, upon request to the Solicitation Agent.

40. The Global Debtors submit that they have shown good cause for implementing the foregoing proposed notice and service procedures.

C. Approving Form of Ballots and Establishing Procedures for Voting on the Plan

i. Approving Form of Ballots, Notice of Non-Voting Status, Release Opt-Out Form, Release Opt-In Form, and Distribution Thereof.

a. *The Voting Classes*

41. Pursuant to Bankruptcy Rule 3017(d), the Global Debtors propose to distribute to Holders of Claims in the Voting Classes ballots substantially in the form attached to the Conditional Approval Order as **Exhibits 2-A** through **2-C** (the “Ballots”). The form of the Ballots

is based upon Official Form No. 314, but has been modified to address the particular aspects of these Chapter 11 Cases and to include certain additional information that the Global Debtors believe is relevant and appropriate.

42. The Ballots also include an option for Holders of Claims in the Voting Classes to opt out of the Third-Party Release.⁶ The Ballots also clearly indicate that, if a Holder does not vote to either accept or reject the Plan or votes to accept or reject the Plan and, in each case, does not check the box in the applicable Item of its Ballot indicating an intent to opt out of granting the releases provided in Article XI.3 of the Plan (which provisions are set forth in each Ballot), such voting Holder will be deemed to have consented to the release provisions set forth in Article XI.3 of the Plan.

b. *The Non-Voting Classes*

43. Pursuant to section 1126(f) of the Bankruptcy Code, Unimpaired creditors are conclusively presumed to have accepted the Plan, and solicitation of acceptance with respect to such Classes is not required. 11 U.S.C. § 1126(f). Furthermore, pursuant to section 1126(g) of the Bankruptcy Code, Impaired creditors that will not receive or retain any property under the Plan are deemed to have rejected the Plan and are not entitled to vote on the Plan. Therefore, solicitation of acceptance with respect to such classes of impaired creditors is not required. See 11 U.S.C. § 1126(g). Accordingly, the Global Debtors propose that they not be required to transmit a Solicitation Package to the Non-Voting Classes.

44. Rather, the Global Debtors propose to distribute to the Non-Voting Classes a package (the “Non-Voting Package”), which shall consist of (a) a notice of non-voting status,

⁶ Holders of Claims or Equity Interest in the Voting Classes will not receive a separate Release Opt-Out Form, as such Holders will elect whether to opt out of the Third-Party Release directly on their ballots.

substantially in the form attached as **Exhibit 3** to the Conditional Approval Order (the “Notice of Non-Voting Status”), which sets forth, among other things: (i) the Non-Voting Classes under the Plan; (ii) a summary of the proposed treatment for the Non-Voting Classes under the Plan; (iii) the date and time of the Combined Hearing; (iv) the deadline and procedures for (x) filing objections to final approval of the Disclosure Statement and confirmation of the Plan, (y) electing to opt out of or opt in to (as applicable) the Plan’s Third-Party Release, and (z) challenging the status of Claims or Equity Interests for voting purposes; and (b) the Release Opt-Out Form or the Release Opt-In Form (as applicable). The Notice of Non-Voting Status indicates that Holders of Claims or Equity Interests in the Non-Voting Classes may obtain a copy of the Plan and Disclosure Statement on the dedicated webpage maintained by the Solicitation Agent.

ii. Establishing Voting Deadline for Receipt of Ballots, Release Opt-Out Forms, and Release Opt-In Forms.

45. Bankruptcy Rule 3017(c) provides that, on or before approval of a disclosure statement, the court shall fix a time within which the holders of claims or equity interests may accept or reject a plan. Fed. R. Bankr. P. 3017(c). The Global Debtors propose that, in order to be counted as a vote to accept or reject the Plan, each Ballot must be properly executed, completed, and submitted to the Solicitation Agent (a) via online submission through a dedicated e-balloting portal (the “E-Ballot Portal”)⁷ accessible at the Global Debtors’ restructuring website maintained by the Solicitation Agent at <https://cases.stretto.com/saks> (as set forth below), or (b) in the prepaid, preaddressed business reply envelope provided or otherwise by first-class mail, overnight courier, or hand delivery at the below address so as to be actually received by the Solicitation Agent no later than the Voting Deadline, unless extended by the Global Debtors:

⁷ The Master Ballots and related Beneficial Holder Ballots (each as defined below) shall not be submitted via the E-Ballot Portal. The Master Ballot is permitted to be returned via electronic mail as specified in the Master Ballot.

Saks Global Enterprises LLC, et al., c/o Stretto
410 Exchange, Suite 100 Irvine, CA 92602
Telephone: +1 (833) 232-5246 or +1 (949) 373-7589 (international, toll)
Email: SaksInquiries@stretto.com

46. The Global Debtors submit that such solicitation period is a sufficient period within which Holders of Claims in the Voting Classes can make an informed decision regarding whether to (i) accept or reject the Plan, and/or (ii) opt out of the Third-Party Release. The Global Debtors also submit that such period is a sufficient period within which Holders of Claims or Equity Interests in the Non-Voting Classes can make an informed decision regarding whether to opt out of or opt in to (as applicable) the Third-Party Release.

47. Any failure to follow the Voting Instructions included with the Ballot or the instructions included with the Release Opt-Out Form or Release Opt-In Form may disqualify a Ballot, Release Opt-Out Form, or Release Opt-In Form, respectively.

48. Other than with respect to Master Ballots, the Global Debtors seek authorization for the Solicitation Agent to accept Ballots, Release Opt-Out Forms, and Release Opt-In Forms submitted via electronic, online transmission solely through the E-Ballot Portal. Holders entitled to vote on the Plan may cast an electronic Ballot and electronically sign and submit the Ballot instantly by utilizing the E-Ballot Portal (which allows a Holder to submit an electronic signature). Likewise, Holders in Non-Voting Classes may submit an electronic Release Opt-Out Form or an electronic Release Opt-In Form (as applicable) and electronically sign and submit the form instantly by utilizing the E-Ballot Portal. The encrypted data and audit trail created by any such electronic submission shall become part of the record of any Ballots, Release Opt-Out Forms, and Release Opt-In Forms submitted in this manner, and the creditor's electronic signature will be deemed to be immediately legally valid and effective. Ballots, Release Opt-Out Forms, and Release Opt-In Forms may be submitted online via the E-Ballot Portal at

<https://cases.stretto.com/saks/> per the Voting Instructions provided in the Ballots and the instructions provided in the Release Opt-Out Form and the Release Opt-In Form, respectively, and at the website landing page, so as to be actually received by the Solicitation Agent no later than the Voting Deadline. The E-Ballot Portal will be the only acceptable means of electronic Ballot, Release Opt-Out Form, and Release Opt-In Form submission. Ballots, Release Opt-Out Forms, or Release Opt-In Forms submitted by electronic mail or facsimile, or any other means of electronic submission (other than via the E-Ballot Portal) will not be accepted.

49. Creditors who cast a Ballot, Release Opt-Out Form, or Release Opt-In Form via the E-Ballot Portal should NOT also submit the paper original of their Ballot, Release Opt-Out Form, or Release Opt-In Form and any such paper original will not be counted.

D. Approving Procedures for Vote Tabulation.

50. The Global Debtors propose 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. Accordingly, solely for purposes of voting on the Plan, and not for the purpose of making Distributions on account of a Claim, and without prejudice to the rights of the Global Debtors or any other proper party in interest in any other context, including claims objections and adversary proceedings, with respect to all Holders of Claims in the Voting Classes against the Global Debtors, the Global Debtors propose that the temporarily allowed amount of a Claim used to tabulate acceptance or rejection of the Plan should be as follows:

- a. The amount of the Claim listed in the Global Debtors' Schedules; provided that (i) such Claim is not scheduled as contingent, unliquidated, undetermined, disputed, or in the amount of \$0.00, provided, however, that if a Claim for which no Proof of Claim has been timely filed is listed on the Schedules as contingent, unliquidated, or disputed, or if no Claim amount is specified, such Claim shall be disallowed for voting purposes only; provided, further, that, if the applicable Bar Date has not yet passed, such Claim will be entitled to vote in the amount of \$1.00, (ii) no Proof of Claim has been timely filed by the applicable Bar Date (or otherwise deemed

timely filed under applicable law), (iii) such Claim has not been satisfied by the Global Debtors, or (iv) such Claim has not been resolved pursuant to a stipulation or order entered by the Court.

- b. The undisputed, non-contingent, unpaid, and liquidated amount specified in a Proof of Claim against the Global Debtors, timely filed with the Court or the Solicitation Agent by the applicable Bar Date (or otherwise deemed timely filed by the Court under applicable law) to the extent such Proof of Claim has not been amended or superseded by another Proof of Claim and is not the subject of an objection filed by May 22, 2026 (or, if such Claim has been resolved pursuant to a stipulation or order entered by the Court, the amount set forth in such stipulation or order).
- c. If applicable, the amount temporarily allowed by the Court for voting purposes pursuant to Bankruptcy Rule 3018. Any motion pursuant to Bankruptcy Rule 3018 seeking to temporarily allow a Claim for voting purposes must be filed and served in accordance with the Conditional Approval Order.
- d. Except as otherwise provided in subsection (c) hereof, a Ballot cast by an alleged creditor who has timely filed a Proof of Claim in a wholly unliquidated, unknown, blank, disputed, or uncertain amount (based on the face of such Proof of Claim as determined upon the review by the Global Debtors) or in the amount of \$0.00 that is not the subject of a claim objection filed by May 22, 2026 shall be counted in determining whether the numerosity requirement of section 1126(c) of the Bankruptcy Code has been met, and shall be ascribed a value of one dollar (\$1.00) for voting purposes only.
- e. If a Claim for which a Proof of Claim has been timely filed 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 Global Debtors), 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.
- f. Except as otherwise provided in subsection (c) hereof, with respect to a Ballot cast by an alleged creditor who has timely filed a Proof of Claim, but the Claim is the subject of a claim objection filed by May 22, 2026, the Global Debtors request, in accordance with Bankruptcy Rule 3018(a), that the Ballot not be counted for voting purposes.
- g. Notwithstanding subsection (e) hereof and except as otherwise provided in subsection (c) hereof, if the Global Debtors have requested that a Claim be reclassified, estimated, and/or allowed in a fixed, reduced amount pursuant to a claim objection or estimation proceeding to such Claim, the Ballot of

the Holder of such Claim shall be counted in the reduced amount requested by the Global Debtors and/or in the requested classification.

- h. Notwithstanding anything to the contrary contained herein, to the extent that a Holder holds duplicate Claims in the same Voting Class (by virtue of one or more timely-filed proofs of claim, the Schedules (or a combination of both) or the purchase of duplicate Claims), such Holder shall be deemed to hold a single Claim in such Voting Class and may be provided only one Solicitation Package and one Ballot for voting a single Claim in such Class, regardless of whether the Global Debtors have objected to such duplicate Claims.
- i. 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 claim or interest shall be entitled to vote in a manner consistent with these tabulation rules and the earlier filed claim or interest shall be disallowed for voting purposes.
- j. Notwithstanding anything to the contrary contained herein, with respect to Claims in Classes 3-A, 3-B, 3-C, and 4-B, the Claim amounts for voting purposes only shall be established based on the amounts of the applicable positions held by each claimant as of the Voting Record Date, as evidenced by the applicable books and records maintained by the Global Debtors, and/or the applicable administrative agent under the applicable credit facility. The register of such claimants shall be provided to the Solicitation Agent by the Global Debtors or administrative agent(s), as applicable, in electronic Microsoft Excel format no later than one (1) Business Day after the Voting Record Date.

51. The Global Debtors further request that the following voting procedures and standard assumptions be used in tabulating the Ballots:

- a. For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single creditor against the Global Debtors in each Voting Class will be aggregated as if such creditor held a single Claim against the Global Debtors in the Voting Class, and the votes related to those Claims shall be treated as a single vote on the Plan; provided, however, that separate Claims held as of the Petition Date by different entities (even if related, affiliated, or properly and timely assigned or transferred prior to the Voting Record Date) shall not be deemed to be held by a single creditor pursuant to this provision, and the votes with respect to any such Claims shall be treated as separate votes on the Plan.
- b. Holders with multiple Claims within each Voting Class must vote all such Claims to either accept or reject the Plan, and may not split their vote(s) within the Voting Class. Accordingly, an individual Ballot that partially

rejects and partially accepts the Plan on account of multiple Claims within the Voting Class will not be counted.

- c. Each creditor will be provided a single individual Ballot for all Claims held by such creditor in each Voting Class against the Global Debtors.
- d. If a Claim is transferred after the Voting Record Date, only the Holder of such Claim as of the Voting Record Date may execute and submit a Ballot to the Solicitation Agent, the transferee of such Claim shall be bound by any such vote (and the consequences thereof) made by the Holder of such transferred Claim as of the Voting Record Date, and no “cause” will exist to permit any vote change under Bankruptcy Rule 3018(a).
- e. The delivery of a Ballot will be deemed made only when the Solicitation Agent actually receives the executed Ballot or a Ballot is received via electronic mail.
- f. Any party who has previously submitted to the Solicitation Agent prior to the Voting Deadline a properly completed Ballot may revoke such Ballot and change its vote by submitting to the Solicitation Agent prior to the Voting Deadline a subsequent properly completed Ballot. If multiple Ballots are received from the same Holder with respect to the same Claim prior to the Voting Deadline, the last timely received, properly executed Ballot will be deemed to reflect that Holder’s intent and will supersede and revoke any Ballot previously received.
- g. If a Holder of a Claim casts multiple Ballots on account of the same Claim, which are received by the Solicitation Agent on the same day and at the same time, but which are voted inconsistently, such Ballots shall not be counted.
- h. Except as otherwise provided in subsection (f) hereof, any party who has delivered a valid Ballot for the acceptance or rejection of the Plan may withdraw such acceptance or rejection by delivering a written notice of withdrawal to the Solicitation Agent at any time prior to the Voting Deadline. To be valid, a notice of withdrawal must (i) contain the description of the Claims to which it relates and the aggregate principal amount represented by such Claims, (ii) be signed by the withdrawing party in the same manner as the Ballot being withdrawn, (iii) contain a certification that the withdrawing party owns the Claims and possesses the right to withdraw the vote sought to be withdrawn, and (iv) be actually received by the Solicitation Agent prior to the Voting Deadline. The Global Debtors expressly reserve the right to contest the validity of any such withdrawals of Ballots. After the Voting Deadline, no Ballot may be withdrawn or amended without the written consent of the Global Debtors, with the grant of such consent, absent a contrary order of the Court, being a matter of the Global Debtors’ discretion.

- i. Notwithstanding anything in the Conditional Approval Order or the Bankruptcy Rules to the contrary, upon the occurrence of a Termination Date (as defined in the Restructuring Support Agreement) (other than pursuant to section 12.04(a) of the Restructuring Support Agreement), (i) any and all consents, directions, elections or ballots provided or tendered prior to such Termination Date by the parties subject to such termination shall be automatically deemed, for all purposes, to be null and void from the first instance and shall not be considered or otherwise used in any manner by the parties in connection with the Plan, the Restructuring Transactions, and the Restructuring Support Agreement or otherwise; (ii) such ballots may be changed or resubmitted regardless of whether the applicable voting deadline has passed (without the need to seek a court order or consent from the Global Debtors allowing such change or resubmission); and (iii) absent the prior written direction of each such Consenting DIP Term Loan Lender, (A) each Consenting DIP Term Loan Lender's prior vote to accept the Plan shall automatically and without further action by such Consenting DIP Term Loan Lender be deemed to have been withdrawn and substituted with a vote to reject the Plan and (B) each Consenting DIP Term Loan Lender's prior election to not opt out of (or if applicable, its prior election to opt in to) the releases set forth in the Plan shall automatically and without further action by such Consenting DIP Term Loan Lender be deemed to have been withdrawn and substituted with an election to opt out of (or if applicable, not opt into) the releases set forth in the Plan. The foregoing withdrawal or change shall be effective without Bankruptcy Court approval notwithstanding any requirement in the Bankruptcy Rules requiring permission of the Bankruptcy Court for a Consenting DIP Term Loan Lender to change or withdraw (including automatically without further action) its vote to accept the Plan, the Parties shall consent to any attempt by such Consenting DIP Term Loan Lender to change or withdraw (including automatically without further action) such vote at such time.

52. In addition to the foregoing generally applicable voting and ballot tabulation procedures, the Global Debtors propose that the following procedures apply to Beneficial Holders⁸ of Claims in Classes 4-A, 4-C, and 5-A who hold and therefore will vote their position through a Nominee.⁹

⁸ “Beneficial Holder” means a beneficial owner of a security whose claims have not been satisfied prior to the Voting Record Date pursuant to a Court order or otherwise, as reflected in the records maintained by the Nominees holding through the Depository Trust Company (“DTC”) or other central depository.

⁹ “Nominee” means any broker, dealer, commercial loans institution, financial institution, common representative, or other nominee in whose name securities are registered or held of record on behalf of a Beneficial Holder.

- a. The Solicitation Agent shall distribute or cause to be distributed to the Nominees the appropriate number of (i) Solicitation Packages for each Beneficial Holder represented by the Nominee as of the Voting Record Date, which will contain copies of Ballots for each Beneficial Holder (a “Beneficial Holder Ballot”) and (ii) a master ballot (the “Master Ballot”).
- b. Each Nominee shall immediately, and in any event within five Business Days after its receipt of the Solicitation Packages, commence the solicitation of votes from its Beneficial Holder clients through one of the following two methods:
 - i) distribute to each Beneficial Holder the Solicitation Package along with a Beneficial Holder Ballot, voting information form (“VIF”) and/or other customary communication, which may include a meeting of the Beneficial Holders, used to collect voting information from its Beneficial Holder clients along with instructions to the Beneficial Holder to return its vote to the Nominee in a timely fashion; or
 - ii) distribute to each Beneficial Holder the Solicitation Package along with a “pre-validated” Ballot (a “Pre-Validated Beneficial Ballot”) signed by the Nominee and including the Nominee’s DTC participant number, the Beneficial Holder’s account number, and the amount of Claims held by the Nominee for such Beneficial Holder with instructions to the Beneficial Holder to return its Pre-Validated Beneficial Ballot to the Solicitation Agent in a timely fashion.
- c. Each Nominee shall compile and validate the votes and other relevant information of all such Beneficial Holders on the Master Ballot and transmit the Master Ballot to the Solicitation Agent on or before the Voting Deadline.
- d. Nominees that submit Master Ballots must keep the original Beneficial Holder Ballots, VIFs, or other communication used by the Beneficial Holder to transmit its vote for a period of one year after the Effective Date of the Plan.
- e. Nominees that pre-validate Beneficial Holder Ballots must keep a list of Beneficial Holders for whom they pre-validated a Ballot along with copies of the Pre-Validated Beneficial Holder Ballots for a period of one year after the Effective Date of the Plan.
- f. The Solicitation Agent will not count votes of Beneficial Holders unless and until they are included on a valid and timely Master Ballot or a valid and timely Pre-Validated Beneficial Holder Ballot.

- g. If a Beneficial Holder holds Claims through more than one Nominee or through multiple accounts, such Beneficial Holder may receive more than one Beneficial Holder Ballot and each such Beneficial Holder must vote consistently and execute a separate Beneficial Holder Ballot for each block of Claims that it holds through any Nominee and must return each such Beneficial Holder Ballot to the appropriate Nominee.
- h. Votes cast by Beneficial Holders through Nominees will be applied to the applicable positions held by such Nominees in the applicable Voting Class, as of the Voting Record Date, as evidenced by the record and depository listings. Votes submitted by a Nominee pursuant to a Master Ballot will not be counted in excess of the amount of such Claims held by such Nominee as of the Voting Record Date.
- i. If conflicting votes or “over-votes” are submitted by a Nominee pursuant to a Master Ballot, the Solicitation Agent will use reasonable efforts to reconcile discrepancies with the Nominees. If over-votes on a Master Ballot are not reconciled prior to the preparation of the Voting Report, the Global Debtors shall apply the votes to accept and to reject the Plan in the same proportion as the votes to accept and to reject the Plan submitted on the Master Ballot that contained the over-vote, but only to the extent of the Nominee’s position in the applicable Voting Class.
- j. A single Nominee may complete and deliver to the Solicitation Agent multiple Master Ballots. Votes reflected on multiple Master Ballots will be counted, except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots submitted by a single Nominee are inconsistent, the latest received valid Master Ballot received prior to the Voting Deadline will, to the extent of such inconsistency, supersede and revoke any prior received Master Ballot. Likewise, if a Beneficial Holder submits more than one Beneficial Holder Ballot to its Nominee or more than one Pre-Validated Beneficial Holder Ballot to the Solicitation Agent, (i) the latest received Beneficial Holder Ballot or Pre-Validated Beneficial Holder Ballot received before the submission deadline imposed by the Nominee or the Voting Deadline, respectively, shall be deemed to supersede any prior Beneficial Holder Ballot or Pre-Validated Beneficial Holder Ballot, as applicable, submitted by the Beneficial Holder, and (ii) the Nominee shall complete the Master Ballot accordingly.
- k. The Global Debtors will, upon written request, reimburse Nominees for customary mailing and handling expenses incurred by them in forwarding the Beneficial Holder Ballot and other enclosed materials to the Beneficial Holders for which they are the Nominee. No fees or commissions or other remuneration will be payable to any Nominee or other person for soliciting votes from its Beneficial Holder clients with respect to the Plan.

53. If any party seeks to challenge the allowance of its Claim for voting purposes in accordance with the above procedures, the Global Debtors request that the Court direct such party to serve on the Global Debtors and file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim in a different amount or classification for purposes of voting to accept or reject the Plan on or before June 1, 2026 at 4:00 p.m. (Prevailing Central Time).

54. The following types of Ballots will not be counted in determining whether the Plan has been accepted or rejected:

- a. Any Ballot that fails to clearly indicate an acceptance or rejection, or that indicates both an acceptance and a rejection, of the Plan;
- b. Any Ballot received after the Voting Deadline, except by order of the Bankruptcy Court or if the Global Debtors have granted an extension of the Voting Deadline, in writing, with respect to such Ballot;
- c. Any Ballot containing a vote that the Bankruptcy Court determines was not solicited or procured in good faith or in accordance with the applicable provisions of the Bankruptcy Code;
- d. Any Ballot that is illegible or contains insufficient information to permit the identification of the Claim;
- e. Any Ballot cast by an Entity that does not hold a Claim in the Voting Classes;
- f. Any unsigned Ballot; and
- g. Any Ballot submitted by any means other than as set forth herein and in the Ballots, unless approved by the Global Debtors in writing or otherwise ordered by the Court.

55. The Global Debtors also reserve the right to reject any and all Ballots, Release Opt-Out Forms, and Release Opt-In Forms not in proper form, the acceptance of which would, in the opinion of the Global Debtors after consultation with their counsel, be unlawful. The Global Debtors further reserve the right to allow for the cure of any defects or irregularities or conditions

of delivery as to any particular Ballot, Release Opt-Out Form, or Release Opt-In Form. The interpretation of all balloting rules and procedures (including the Ballot and the respective instructions thereto) and instructions regarding the Release Opt-Out Form and the Release Opt-In Form by the Solicitation Agent and the Global Debtors, unless otherwise directed by the Court, will be final and binding on all parties. Any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Global Debtors (or the Court) determine.

56. Neither the Global Debtors nor any other person will be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots, Release Opt-Out Forms, or Release Opt-In Forms, nor will any of them incur any liabilities for failure to provide such notification. Unless otherwise directed by the Court, delivery of any such Ballots, Release Opt-Out Forms, or Release Opt-In Forms will not be deemed to have been made unless and until such irregularities have been timely cured prior to the Voting Deadline. Ballots, Release Opt-Out Forms, or Release Opt-In Forms previously furnished and as to which any irregularities have not been timely cured will be invalidated.

57. The Solicitation Agent will retain all paper copies of Ballots, Release Opt-Out Forms, and Release Opt-In Forms and all solicitation-related correspondence for one (1) year following the Effective Date, whereupon, the Solicitation Agent is authorized to destroy and/or otherwise dispose of all paper copies of Ballots, Release Opt-Out Forms, and Release Opt-In Forms; printed solicitation materials including unused copies of the Solicitation Package; and all solicitation-related correspondence (including undeliverable mail), in each case unless otherwise directed by the Global Debtors or the Clerk of the Court in writing within such one (1) year period.

58. The Global Debtors and the Solicitation Agent, without further order of the Court, will determine all questions as to the validity, form, eligibility (including time of receipt),

acceptance, and revocation or withdrawals of Ballots, Release Opt-Out Forms, and Release Opt-In Forms, and, absent a contrary order of the Court, such determinations shall be final and binding.

59. Under the Plan, Holders of Claims in the Voting Classes and the Unimpaired Classes that have not elected to opt out of the Third-Party Release prior to the Voting Deadline, or have not filed an objection to the Third-Party Release prior to the Combined Objection Deadline, will be deemed to have irrevocably and unequivocally consented to the Third-Party Release and forever released the Released Parties from any and all claims and causes of action to the extent provided for in Article XI of the Plan. Moreover, Holders of Claims and Equity Interests in the Deemed Rejecting Classes that have elected to opt in to the Third-Party Release prior to the Voting Deadline will also be deemed to have irrevocably and unequivocally consented to the Third-Party Release and forever released the Released Parties from any and all claims and causes of action to the extent provided for in Article XI of the Plan.

60. The Global Debtors request that the Court establish **June 4, 2026** as the deadline for the Solicitation Agent to file a voting report (the "Voting Report"), verifying the results of its voting tabulations reflecting the votes cast to accept or reject the Plan and Release Opt-Out Forms and Release Opt-In Forms received. The Voting Report will, among other things, describe every Ballot, Release Opt-Out Form, and Release Opt-In Form received by the Solicitation Agent that does not conform to the Voting Instructions or the instructions provided in the Release Opt-Out Form or the Release Opt-In Form, or that contains any form of irregularity, including, but not limited to, those Ballots, Release Opt-Out Forms, or Release Opt-In Forms that are late, illegible (in whole or in material part), unidentifiable, lacking signatures, lacking necessary information, or damaged.

61. The Global Debtors submit that the proposed tabulation rules and other related vote tabulation procedures set forth above will establish a fair and equitable voting process and, therefore, should be approved.

IV. The Court Should Waive the Requirement Under Bankruptcy Rule 3017(d) to Solicit Votes of Holders of Existing Intercompany Claims and Existing Intercompany Equity Interests.

62. Pursuant to the Plan, Holders of Claims or Equity Interests in the Intercompany Classes are either Unimpaired or Impaired by the Plan, and Holders of such Claims or Equity Interests are deemed to either accept the Plan pursuant to section 1126(f) of the Bankruptcy Code, or reject the Plan pursuant to section 1126(g) of the Bankruptcy Code because the Plan does not entitle such Holders to receive or retain any property on account of their Claims or Equity Interests.

63. Because Intercompany Claims and Existing Intercompany Equity Interests are all held by a Global Debtor against or in another Global Debtor, the Global Debtors request a waiver of the requirement under Bankruptcy Rule 3017(d) to solicit the votes of, or to send Non-Voting Packages, Release Opt-Out Forms, Release Opt-In Forms, or any other solicitation materials to such Holders. The Global Debtors believe that mailing any solicitation materials to Holders of Claims or Equity Interests in the Intercompany Classes is unnecessary and burdensome given the facts and circumstances of these Chapter 11 Cases. Holders of Intercompany Claims and Existing Intercompany Equity Interests can access the Plan and Disclosure Statement, and all other filings in these chapter 11 cases, at no cost, on the Global Debtors' restructuring website at <https://cases.stretto.com/saks>.

V. Non-Substantive Modifications.

64. Subject to any consent rights set forth in the Restructuring Support Agreement, the Global Debtors request authority to make non-substantive or immaterial changes to the Disclosure Statement, the Plan, the Solicitation Procedures, the Combined Hearing Notice, the Notice of Non-

Voting Status, the Ballots, and related documents without further order of the Court, including changes to correct typographical and grammatical errors, if any, and to make conforming changes to the Disclosure Statement, the Plan, and any other materials in the Solicitation Packages before distribution.

NOTICE

65. Notice of this Motion has been or will be provided to: (a) the U.S. Trustee; (b) counsel to the Committee; (c) counsel to the DIP Agents; (d) counsel to the lenders under the ABL DIP Facility; (e) counsel to the Ad Hoc Group of Secured Noteholders and DIP Lenders; (f) the Notice Parties; (g) the Global Debtors' thirty (30) largest unsecured creditors; and (h) all parties who have requested notice in these Chapter 11 Cases as listed on the most recent Master Service List filed with the Court or that are required to receive notice pursuant to Bankruptcy Rule 2002. The Global Debtors submit that no other or further notice is necessary or required.

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CONCLUSION

WHEREFORE, the Global Debtors request that the Court enter the Conditional Approval Order, granting the relief requested herein and such other and further relief as is just and proper.

Houston, Texas
Dated: April 5, 2026

/s/ Kelli Stephenson Norfleet

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Certificate of Service

I certify that on the date hereof, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas. Additionally, the foregoing document will be served as set forth in a forthcoming affidavit filed by the Debtors' claims agent.

/s/ Kelli Stephenson Norfleet
Kelli Stephenson Norfleet

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

In re:

SAKS GLOBAL ENTERPRISES LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 26-90103 (ARP)

(Jointly Administered)

**ORDER (I) CONDITIONALLY APPROVING THE ADEQUACY OF THE
DISCLOSURE STATEMENT; (II) APPROVING THE SOLICITATION
PROCEDURES AND SOLICITATION PACKAGE; (III) SCHEDULING A
COMBINED HEARING; (IV) ESTABLISHING PROCEDURES FOR
OBJECTING TO THE PLAN AND FINAL APPROVAL OF THE DISCLOSURE
STATEMENT; (V) APPROVING THE FORM, MANNER, AND SUFFICIENCY
OF NOTICE OF THE COMBINED HEARING; AND
(VI) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “Motion”) of the Global Debtors for the entry of an order, (i) conditionally approving the *Disclosure Statement for Joint Chapter 11 Plan of Saks Global Enterprises LLC and Its Global Debtor Affiliates* [Docket No. 1797] (as may be amended, modified, or supplemented from time to time, the “Disclosure Statement”), (ii) approving solicitation and voting procedures with respect to the *Joint Chapter 11 Plan of Saks Global Enterprises LLC and Its Global Debtor Affiliates* [Docket No. 1796] (as may be amended, modified, or supplemented from time to time, the “Plan”),² including the forms of Ballots and the

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.stretto.com/Saks>. The location of Debtor Saks Global Enterprises LLC’s corporate headquarters and the Debtors’ service address in these chapter 11 cases is 225 Liberty Street, 31st Floor, New York, NY 10281. Bradley Arant Boult Cummings LLP is counsel for the following Debtors: Saks OFF 5TH Holdings LLC, Saks OFF 5TH LLC, Saks OFF 5TH Midco Partner Inc., and Luxury Outlets USA, LLC (collectively, the “SO5 Digital Debtors”). Haynes and Boone, LLP and Willkie Farr & Gallagher LLP are counsel for the remaining Debtors (collectively, the “Global Debtors”).

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

Voting Instructions, (iii) approving the form of (a) the Combined Hearing Notice, including the timing and manner of delivery and publication (as applicable), (b) the Non-Voting Status Notice, (c) the Release Opt-Out Form, and (d) the Release Opt-In Form; (iv) scheduling the Combined Hearing to consider final approval of the adequacy of the Disclosure Statement and confirmation of the Plan; (v) establishing deadlines for (a) filing objections to the final approval of the adequacy of the Disclosure Statement or confirmation of the Plan, and (b) voting on the Plan and electing whether to opt out of or opt in to, as applicable, the Third-Party Releases contained in the Plan; and (vi) granting related relief; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 1334(b) and 157 and the *Order of Reference to Bankruptcy Judges* from the United States District Court for the Southern District of Texas, dated May 24, 2012; and this being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Motion and the hearing on the Motion being deemed adequate; and the Court having reviewed the Motion; and upon the record of any hearing on the Motion; and the Court having found and determined that the legal and factual bases set forth in the Motion and at the hearing establish just cause for the relief granted herein; and that the relief requested in the Motion is in the best interests of the Global Debtors, their estates, and creditors; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED**, as set forth herein.
2. The Disclosure Statement is conditionally approved as containing adequate information in accordance with section 1125 of the Bankruptcy Code and is subject to final approval of the Court at the Combined Hearing. The Global Debtors are 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. To the extent not withdrawn, settled, or otherwise resolved, any objections to the conditional approval of the Disclosure Statement are hereby overruled.

3. The Plan, Disclosure Statement (including all applicable exhibits thereto), the Solicitation Package, and the Non-Voting Package provide Holders of Claims, Holders of Equity Interests, and other parties in interest with sufficient notice of the injunction, exculpation, and Third-Party Release provisions in Article XI of the Plan in satisfaction of the requirements of Bankruptcy Rule 3016(c).

4. The procedures set forth below for the solicitation and tabulation of votes to accept or reject the Plan provide for a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code.

5. The contents of the Solicitation Package and Non-Voting Package, as set forth herein, comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice to all interested parties, including, without limitation, Holders of Claims and Equity Interests.

6. The Combined Hearing Notice, substantially in the form attached hereto as **Exhibit 1**, complies with the requirements of Bankruptcy Rules 2002(b), 2002(d), and 3017(d), and is approved and shall be deemed good and sufficient notice of the Combined Hearing and no further notice need be given.

7. The Ballots, substantially in the form attached hereto as **Exhibits 2-A** through **2-C**, are approved.

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

9. The Release Opt-Out Form, substantially in the form attached hereto as **Exhibit 4**, is approved.

10. The Release Opt-In Form, substantially in the form attached hereto as **Exhibit 5**, is approved.

11. [Pursuant to the exercise of the Prepetition FILO and NPC Claims Call Option, Prepetition FILO and NPC Claims are held at an entity controlled by, or established for the benefit of, certain financial institutions (including affiliates of or funds related to such financial institutions); accordingly, such institutions shall be deemed the Holders of Prepetition FILO and NPC Claims for all purposes, including but not limited to for the purpose of voting to accept or reject the Plan on account of the Prepetition FILO and NPC Claims.]

12. The following dates and deadlines are hereby established, subject to modification, with respect to the Solicitation Procedures, for objecting to the final approval of the Disclosure Statement and/or confirmation of the Plan, in each case as discussed further in this Order or the Motion.

Dates and Deadlines in Connection with Combined Hearing	
Voting Record Date	April 24, 2026 (Prevailing Central Time)
Solicitation Date	5 Business Days after entry of this Order, or as soon as reasonably practicable thereafter
Publication Date	5 Business Days after entry of this Order, or as soon as reasonably practicable thereafter
Deadline to File Claims Objections for Plan Voting Purposes	May 22, 2026
Deadline to File Plan Supplement	May 26, 2026
Deadline to File Bankruptcy Rule 3018 Motions for Plan Voting Purposes	June 1, 2026 at 4:00 p.m. (Prevailing Central Time)
Voting Deadline (including the deadline to submit Release Opt-Out Forms and Release Opt-In Forms)	June 1, 2026 at 4:00 p.m. (Prevailing Central Time)

Combined Objection Deadline	June 1, 2026 at 4:00 p.m. (Prevailing Central Time)
Deadline for Solicitation Agent to File Plan Voting Report	June 4, 2026
Deadline to Reply to Combined Objections	June 4, 2026
Combined Hearing	June 5, 2026 at 9:00 a.m. (Prevailing Central Time)

13. The Voting Record Date with respect to Holders of Claims shall be **April 24, 2026 (Prevailing Central Time)**. The Voting Record Date shall be used for purposes of determining: (i) the Holders of Claims in the Voting Classes, who will receive a Solicitation Package and are entitled to vote to accept or reject the Plan; (ii) the Holders of Claims and Equity Interests in the Non-Voting Classes, who will receive a Notice of Non-Voting Status and Release Opt-Out Form or Release Opt-In Form (as applicable) and are not entitled to vote to accept or reject the Plan; (iii) the amount of each Holder's Claim for solicitation and voting purposes (except as otherwise provided herein); and (iv) whether Claims have been properly and timely assigned or transferred to an assignee pursuant to Bankruptcy Rule 3001(e) such that the assignee (and not the original Claim Holder) can vote to accept or reject the Plan as the Holder of a Claim. With respect to any transferred Claim, the transferee shall be entitled to receive (if applicable) a Solicitation Package and cast a Ballot on account of such Claim only if all actions necessary to effectuate the transfer of the Claim pursuant to Bankruptcy Rule 3001(e) have been completed by the Voting Record Date such that the transferee thereof can vote as the Holder of such Claim. In the event a Claim is transferred after the Voting Record Date, the transferee of such Claim shall be bound by any vote on the Plan made by the Holder of such Claim as of the Voting Record Date. Except as otherwise provided herein, Holders of Claims filed after, or transferees to whom Claims have purportedly been transferred subsequent to, the Voting Record Date shall not be entitled to vote. Furthermore, where any portion of a single Claim has been transferred to a transferee, all Holders of any portion

of such single Claim may be treated as a single creditor for purposes of the numerosity requirements in section 1126(c) of the Bankruptcy Code. In the event that (a) a Ballot, (b) a group of Ballots within a Voting Class received from a single creditor, or (c) a group of Ballots received from the various Holders of multiple portions of a single Claim partially reject and partially accept the Plan, such Ballots may not be counted in the Global Debtors' discretion.

14. For the avoidance of doubt, a Holder will only be entitled to receive solicitation materials on account of a Claim based on the rejection of an Executory Contract or Unexpired Lease if the Proof of Claim asserting such Claim is filed by the Voting Record Date.

15. Within five (5) business days of the entry of this Order or as soon as reasonably practicable thereafter (the "Solicitation Date"), the Solicitation Agent shall complete delivery of the Solicitation Package to Holders of Claims in the Voting Classes as of the Voting Record Date, containing the following:

- a. the Disclosure Statement, including the Plan and all other Exhibits annexed thereto;
- b. this Order (excluding exhibits);
- c. the applicable Ballot and the Voting Instructions;
- d. a pre-addressed, pre-paid return envelope (unless the Solicitation Package is served by electronic mail); and
- e. the Combined Hearing Notice.

16. The Global Debtors are authorized to serve any Holder of a Claim in the Voting Classes with the Solicitation Package by electronic mail if a physical mailing address for the Holder is unavailable.

17. With respect to Solicitation Packages that are distributed by physical mail, the Global Debtors are authorized (but not required) to distribute, or cause to be distributed, the Disclosure Statement (together with all exhibits thereto, including the Plan), and this Order

(excluding exhibits) to the Voting Classes in electronic format on a USB flash drive in lieu of paper format. Holders of Claims in the Voting Classes that receive solicitation materials in electronic format, including Holders that receive Solicitation Packages by electronic mail, may request that the Solicitation Agent provide such materials in paper format and such materials shall be provided at the Global Debtors' expense. With respect to Solicitation Packages that are distributed by physical mail, the Combined Hearing Notice, the Ballots, and return envelopes contained in the Solicitation Package shall be provided in paper format.

18. The Global Debtors' request for a waiver of the requirement to solicit the votes of, or to send Non-Voting Packages, Release Opt-Out Forms, Release Opt-In Forms, or any other solicitation materials to Holders of Claims and Equity Interests in the Intercompany Classes is granted.

19. The Global Debtors are authorized to distribute, or cause to be distributed, by first-class mail, to all Holders of Claims and Equity Interests in the Non-Voting Classes a Non-Voting Package, consisting of (i) the Notice of Non-Voting Status, and (ii) the Release Opt-Out Form or the Release Opt-In Form (as applicable); provided, however, that, the Global Debtors are authorized to serve any Holder of a Claim or Equity Interest in the Non-Voting Classes with a Non-Voting Package by electronic mail if a physical mailing address for the Holder is unavailable.

20. The Global Debtors shall distribute, or cause to be distributed, by first-class mail, a Solicitation Package, excluding a Ballot and return envelope, to: (i) the U.S. Trustee; (ii) the Internal Revenue Service; and (iii) those parties requesting notice pursuant to Bankruptcy Rule 2002.

21. The Global Debtors shall cause the Combined 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.

22. For purposes of serving the Solicitation Package and the Non-Voting Package, the Solicitation Agent is authorized to rely on the address information, including electronic mail address information, maintained by the Global Debtors and provided to the Solicitation Agent as of the Voting Record Date. The Global Debtors are not required to mail Solicitation Packages or Non-Voting Packages to creditors whose prior mailings in these chapter 11 cases were returned marked "undeliverable," "moved—no forwarding address," or otherwise returned, unless the Global Debtors and/or the Solicitation Agent have been informed in writing by such person of that person's new address seven (7) days prior to the Voting Deadline. Failure to distribute a Solicitation Package or Non-Voting Package to such entities will not constitute inadequate notice of the Combined Hearing or the Voting Deadline or violate Bankruptcy Rule 3017(d). The Global Debtors are further excused from conducting any additional research for updated addresses based on undeliverable Solicitation Packages, Non-Voting Packages, or other undeliverable solicitation related notices.

23. The Solicitation Agent is authorized, but not directed, to contact parties who submit incomplete or otherwise deficient Ballots, Release Opt-Out Forms, or Release Opt-In Forms to make a reasonable effort to cure such deficiencies; provided that neither the Global Debtors nor the Solicitation Agent are required to contact such parties to provide notification of defects or irregularities with respect to completion or delivery of Ballots, Release Opt-Out Forms, or Release Opt-In Forms, nor shall any of them incur any liability for failure to provide such notification.

24. The Voting Deadline by which all Ballots, Release Opt-Out Forms, and Release Opt-In Forms must be properly executed, completed, and actually received by the Solicitation Agent shall be June 1, 2026; provided, however, that the Global Debtors are permitted to extend the Voting Deadline at any time before or after the Voting Deadline, on behalf of any individual voter or Voting Class and/or the Non-Voting Class, as the facts and circumstances may require.

25. Ballots, Release Opt-Out Forms, and Release Opt-In Forms will be accepted in paper form or by E-Ballot Portal (as defined below). Paper Ballots, Release Opt-Out Forms, and Release Opt-In Forms may be delivered by first-class mail postage prepaid, personal delivery, or overnight courier to the Solicitation Agent at the following address:

Saks Global Enterprises LLC, et al., c/o Stretto
410 Exchange, Suite 100 Irvine, CA 92602
Telephone: +1 (833) 232-5246 or +1 (949) 373-7589 (international, toll)
Email: SaksInquiries@stretto.com

26. The Solicitation Agent is also authorized to accept Ballots (other than Master Ballots), Release Opt-Out Forms, and Release Opt-In Forms submitted via electronic, online transmission, solely through a customized online balloting portal accessible on the Global Debtors' case website to be maintained by the Solicitation Agent (the "E-Ballot Portal"). Holders entitled to vote on the Plan may cast an electronic Ballot and electronically sign and submit the Ballot by utilizing the E-Ballot Portal. Holders in Non-Voting Classes may submit an electronic Release Opt-Out Form or Release Opt-In Form (as applicable) and electronically sign and submit the Release Opt-Out Form or Release Opt-In Form by utilizing the E-Ballot Portal. The encrypted 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 shall be deemed to be immediately legally valid and effective. The E-Ballot Portal shall be the only acceptable means for electronically submitting Ballots, Release Opt-Out Forms and/or Release Opt-In Forms.

Ballots, Release Opt-Out Forms, and Release Opt-In Forms submitted by electronic mail or facsimile, or any other means of electronic submission (other than via the E-Ballot Portal) shall not be accepted. Any failure to follow the Voting Instructions included with the Ballot or the instructions included with the Release Opt-Out Form or the Release Opt-In Form may disqualify a Ballot, Release Opt-Out Form, or Release Opt-In Form, respectively.

27. The Solicitation Agent is authorized to accept Master Ballots via encrypted email or other secure method of electronic communication.

28. Except as otherwise provided herein, 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. Solely for purposes of voting on the Plan, and not for the purpose of making Distributions under the Plan on account of a Claim, and without prejudice to the rights of the Global Debtors or any other proper party in interest in any other context, including claims objections and adversary proceedings, with respect to all Holders of Claims in the Voting Classes against the Global Debtors, the temporarily allowed amount of a Claim used to tabulate acceptance or rejection of the Plan shall be as follows:

- a. The amount of the Claim listed in the Global Debtors' Schedules; provided that (i) such Claim is not scheduled as contingent, unliquidated, undetermined, disputed, or in the amount of \$0.00, provided, however, that if a Claim for which no Proof of Claim has been timely filed is listed on the Schedules as contingent, unliquidated, or disputed, or if no Claim amount is specified, such Claim shall be disallowed for voting purposes only; provided, further, that, if the applicable Bar Date has not yet passed, such Claim will be entitled to vote in the amount of \$1.00, (ii) no Proof of Claim has been timely filed by the applicable Bar Date (or otherwise deemed timely filed under applicable law), (iii) such Claim has not been satisfied by the Global Debtors, or (iv) such Claim has not been resolved pursuant to a stipulation or order entered by the Court.
- b. The undisputed, non-contingent, unpaid, and liquidated amount specified in a Proof of Claim against the Global Debtors, timely filed with the Court or the Solicitation Agent by the applicable Bar Date (or otherwise deemed timely filed by the Court under applicable law) to the extent such Proof of Claim has not been amended or superseded by another Proof of Claim and is not the subject of an objection filed by May 22, 2026 (or, if such Claim

has been resolved pursuant to a stipulation or order entered by the Court, the amount set forth in such stipulation or order).

- c. If applicable, the amount temporarily allowed by the Court for voting purposes pursuant to Bankruptcy Rule 3018. Any motion pursuant to Bankruptcy Rule 3018 seeking to temporarily allow a Claim for voting purposes must be filed and served in accordance with this Order.
- d. Except as otherwise provided in subsection (c) hereof, a Ballot cast by an alleged creditor who has timely filed a Proof of Claim in a wholly unliquidated, unknown, blank, disputed, or uncertain amount (based on the face of such Proof of Claim as determined upon the review by the Global Debtors) or in the amount of \$0.00 that is not the subject of a claim objection filed by May 22, 2026 shall be counted in determining whether the numerosity requirement of section 1126(c) of the Bankruptcy Code has been met, and shall be ascribed a value of one dollar (\$1.00) for voting purposes only.
- e. If a Claim for which a Proof of Claim has been timely filed 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 Global Debtors), 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.
- f. Except as otherwise provided in subsection (c) hereof, with respect to a Ballot cast by an alleged creditor who has timely filed a Proof of Claim, but the Claim is the subject of a claim objection filed by May 22, 2026, the Global Debtors request, in accordance with Bankruptcy Rule 3018(a), that the Ballot not be counted for voting purposes.
- g. Notwithstanding subsection (e) hereof and except as otherwise provided in subsection (c) hereof, if the Global Debtors have requested that a Claim be reclassified, estimated, and/or allowed in a fixed, reduced amount pursuant to a claim objection or estimation proceeding to such, the Ballot of the Holder of such Claim shall be counted in the reduced amount requested by the Global Debtors and/or in the requested classification.
- h. Notwithstanding anything to the contrary contained herein, to the extent that a Holder holds duplicate Claims in the same Voting Class (by virtue of one or more timely-filed proofs of claim, the Schedules (or a combination of both) or the purchase of duplicate Claims), such Holder shall be deemed to hold a single Claim in such Voting Class and may be provided only one Solicitation Package and one Ballot for voting a single Claim in such Class, regardless of whether the Global Debtors have objected to such duplicate Claims.

- i. 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 claim shall be entitled to vote in a manner consistent with these tabulation rules and the earlier filed claim shall be disallowed for voting purposes.
- j. Notwithstanding anything to the contrary contained herein, with respect to Claims in Classes 3-A, 3-B, 3-C, and 4-B, the Claim amounts for voting purposes only shall be established based on the amounts of the applicable positions held by each claimant as of the Voting Record Date, as evidenced by the applicable books and records maintained by the Global Debtors, and/or the applicable administrative agent under the applicable credit facility. The register of such claimants shall be provided to the Solicitation Agent by the Global Debtors or administrative agent(s), as applicable, in electronic Microsoft Excel format no later than one (1) Business Day after the Voting Record Date.

29. The following voting procedures and standard assumptions shall be used in tabulating the Ballots:

- a. For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single creditor against the Global Debtors in each Voting Class will be aggregated as if such creditor held a single Claim against the Global Debtors in the Voting Class, and the votes related to those Claims shall be treated as a single vote on the Plan; provided, however, that separate Claims held as of the Petition Date by different entities (even if related, affiliated, or properly and timely assigned or transferred prior to the Voting Record Date) shall not be deemed to be held by a single creditor pursuant to this provision, and the votes with respect to any such Claims shall be treated as separate votes on the Plan.
- b. Holders with multiple Claims within each Voting Class must vote all such Claims to either accept or reject the Plan, and may not split their vote(s) within the Voting Class. Accordingly, an individual Ballot that partially rejects and partially accepts the Plan on account of multiple Claims within the Voting Class will not be counted.
- c. Each creditor will be provided a single individual Ballot for all Claims held by such creditor in each Voting Class against the Global Debtors.
- d. If a Claim is transferred after the Voting Record Date, only the Holder of such Claim as of the Voting Record Date may execute and submit a Ballot to the Solicitation Agent, the transferee of such Claim shall be bound by any such vote (and the consequences thereof) made by the Holder of such transferred Claim as of the Voting Record Date, and no “cause” will exist to permit any vote change under Bankruptcy Rule 3018(a).

- e. The delivery of a Ballot will be deemed made only when the Solicitation Agent actually receives the executed Ballot or a Ballot is received via electronic mail.
- f. Any party who has previously submitted to the Solicitation Agent prior to the Voting Deadline a properly completed Ballot may revoke such Ballot and change its vote by submitting to the Solicitation Agent prior to the Voting Deadline a subsequent properly completed Ballot. If multiple Ballots are received from the same Holder with respect to the same Claim prior to the Voting Deadline, the last timely received, properly executed Ballot will be deemed to reflect that Holder's intent and will supersede and revoke any Ballot previously received.
- g. If a Holder of a Claim casts multiple Ballots on account of the same Claim, which are received by the Solicitation Agent on the same day and at the same time, but which are voted inconsistently, such Ballots shall not be counted.
- h. Except as otherwise provided in subsection (f) hereof, any party who has delivered a valid Ballot for the acceptance or rejection of the Plan may withdraw such acceptance or rejection by delivering a written notice of withdrawal to the Solicitation Agent at any time prior to the Voting Deadline. To be valid, a notice of withdrawal must (i) contain the description of the Claims to which it relates and the aggregate principal amount represented by such Claims, (ii) be signed by the withdrawing party in the same manner as the Ballot being withdrawn, (iii) contain a certification that the withdrawing party owns the Claims and possesses the right to withdraw the vote sought to be withdrawn, and (iv) be actually received by the Solicitation Agent prior to the Voting Deadline. The Global Debtors expressly reserve the right to contest the validity of any such withdrawals of Ballots. After the Voting Deadline, no Ballot may be withdrawn or amended without the written consent of the Global Debtors, with the grant of such consent, absent a contrary order of the Court, being a matter of the Global Debtors' discretion.
- i. Notwithstanding anything in this Order or the Bankruptcy Rules to the contrary, upon the occurrence of a Termination Date (as defined in the Restructuring Support Agreement) (other than pursuant to section 12.04(a) of the Restructuring Support Agreement), (i) any and all consents, directions, elections or ballots provided or tendered prior to such Termination Date by the parties subject to such termination shall be automatically deemed, for all purposes, to be null and void from the first instance and shall not be considered or otherwise used in any manner by the parties in connection with the Plan, the Restructuring Transactions, and the Restructuring Support Agreement or otherwise; (ii) such ballots may be changed or resubmitted regardless of whether the applicable voting deadline has passed (without the need to seek a court order or consent from the

Global Debtors allowing such change or resubmission); and (iii) absent the prior written direction of each such Consenting DIP Term Loan Lender, (A) each Consenting DIP Term Loan Lender's prior vote to accept the Plan shall automatically and without further action by such Consenting DIP Term Loan Lender be deemed to have been withdrawn and substituted with a vote to reject the Plan and (B) each Consenting DIP Term Loan Lender's prior election to not opt out of (or if applicable, its prior election to opt in to) the releases set forth in the Plan shall automatically and without further action by such Consenting DIP Term Loan Lender be deemed to have been withdrawn and substituted with an election to opt out of (or if applicable, not opt into) the releases set forth in the Plan. The foregoing withdrawal or change shall be effective without Bankruptcy Court approval notwithstanding any requirement in the Bankruptcy Rules requiring permission of the Bankruptcy Court for a Consenting DIP Term Loan Lender to change or withdraw (including automatically without further action) its vote to accept the Plan, the Parties shall consent to any attempt by such Consenting DIP Term Loan Lender to change or withdraw (including automatically without further action) such vote at such time.

30. In addition to the foregoing generally applicable voting and ballot tabulation procedures, the following procedures shall apply to Beneficial Holders of Claims in Classes 4-A, 4-C, and 5-A who hold and therefore will vote their position through a Nominee:

- a. The Solicitation Agent shall distribute or cause to be distributed to the Nominees the appropriate number of (i) Solicitation Packages for each Beneficial Holder represented by the Nominee as of the Voting Record Date, which will contain copies of Ballots for each Beneficial Holder (a "Beneficial Holder Ballot") and (ii) a master ballot (the "Master Ballot").
- b. Each Nominee shall immediately, and in any event within five Business Days after its receipt of the Solicitation Packages, commence the solicitation of votes from its Beneficial Holder clients through one of the following two methods:
 - i) distribute to each Beneficial Holder the Solicitation Package along with a Beneficial Holder Ballot, voting information form ("VIF") and/or other customary communication, which may include a meeting of the Beneficial Holders, used to collect voting information from its Beneficial Holder clients along with instructions to the Beneficial Holder to return its vote to the Nominee in a timely fashion; or
 - ii) distribute to each Beneficial Holder the Solicitation Package along with a "pre-validated" Ballot (a "Pre-Validated Beneficial Ballot") signed by the Nominee and including the Nominee's DTC

participant number, the Beneficial Holder's account number, and the amount of Claims held by the Nominee for such Beneficial Holder with instructions to the Beneficial Holder to return its Pre-Validated Beneficial Ballot to the Solicitation Agent in a timely fashion.

- c. Each Nominee shall compile and validate the votes and other relevant information of all such Beneficial Holders on the Master Ballot and transmit the Master Ballot to the Solicitation Agent on or before the Voting Deadline.
- d. Nominees that submit Master Ballots must keep the original Beneficial Holder Ballots, VIFs, or other communication used by the Beneficial Holder to transmit its vote for a period of one year after the Effective Date of the Plan.
- e. Nominees that pre-validate Beneficial Holder Ballots must keep a list of Beneficial Holders for whom they pre-validated a Ballot along with copies of the Pre-Validated Beneficial Holder Ballots for a period of one year after the Effective Date of the Plan.
- f. The Solicitation Agent will not count votes of Beneficial Holders unless and until they are included on a valid and timely Master Ballot or a valid and timely Pre-Validated Beneficial Holder Ballot.
- g. If a Beneficial Holder holds Claims through more than one Nominee or through multiple accounts, such Beneficial Holder may receive more than one Beneficial Holder Ballot and each such Beneficial Holder must vote consistently and execute a separate Beneficial Holder Ballot for each block of Claims that it holds through any Nominee and must return each such Beneficial Holder Ballot to the appropriate Nominee.
- h. Votes cast by Beneficial Holders through Nominees will be applied to the applicable positions held by such Nominees in the applicable Voting Class, as of the Voting Record Date, as evidenced by the record and depository listings. Votes submitted by a Nominee pursuant to a Master Ballot will not be counted in excess of the amount of such Claims held by such Nominee as of the Voting Record Date.
- i. If conflicting votes or "over-votes" are submitted by a Nominee pursuant to a Master Ballot, the Solicitation Agent will use reasonable efforts to reconcile discrepancies with the Nominees. If over-votes on a Master Ballot are not reconciled prior to the preparation of the Voting Report, the Global Debtors shall apply the votes to accept and to reject the Plan in the same proportion as the votes to accept and to reject the Plan submitted on the Master Ballot that contained the over-vote, but only to the extent of the Nominee's position in the applicable Voting Class.

- j. A single Nominee may complete and deliver to the Solicitation Agent multiple Master Ballots. Votes reflected on multiple Master Ballots will be counted, except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots submitted by a single Nominee are inconsistent, the latest received valid Master Ballot received prior to the Voting Deadline will, to the extent of such inconsistency, supersede and revoke any prior received Master Ballot. Likewise, if a Beneficial Holder submits more than one Beneficial Holder Ballot to its Nominee or more than one Pre-Validated Beneficial Holder Ballot to the Solicitation Agent, (i) the latest received Beneficial Holder Ballot or Pre-Validated Beneficial Holder Ballot received before the submission deadline imposed by the Nominee or the Voting Deadline, respectively, shall be deemed to supersede any prior Beneficial Holder Ballot or Pre-Validated Beneficial Holder Ballot, as applicable, submitted by the Beneficial Holder, and (ii) the Nominee shall complete the Master Ballot accordingly.
- k. The Global Debtors will, upon written request, reimburse Nominees for customary mailing and handling expenses incurred by them in forwarding the Beneficial Holder Ballot and other enclosed materials to the Beneficial Holders for which they are the Nominee. No fees or commissions or other remuneration will be payable to any Nominee or other person for soliciting votes from its Beneficial Holder clients with respect to the Plan.

31. The following types of Ballots will not be counted in determining whether the Plan has been accepted or rejected:

- a. Any Ballot that fails to clearly indicate an acceptance or rejection, or that indicates both an acceptance and a rejection, of the Plan;
- b. Any Ballot received after the Voting Deadline, except by order of the Bankruptcy Court or if the Global Debtors have granted an extension of the Voting Deadline, in writing, with respect to such Ballot;
- c. Any Ballot containing a vote that the Bankruptcy Court determines was not solicited or procured in good faith or in accordance with the applicable provisions of the Bankruptcy Code;
- d. Any Ballot that is illegible or contains insufficient information to permit the identification of the Claim;
- e. Any Ballot cast by an Entity that does not hold a Claim in the Voting Classes;
- f. Any unsigned Ballot; and

- g. Any Ballot submitted by any means other than as set forth herein and in the Ballots, unless approved by the Global Debtors in writing or otherwise ordered by the Court.

32. The procedures used for the tabulation of votes to accept or reject the Plan as set forth in the Motion and this Order and included in the Ballots, including (a) with respect to the Master Ballots, Beneficial Holder Ballots and Pre-Validated Beneficial Holder Ballots and (b) authorization for the Global Debtors to accept electronic Ballots that are electronically signed and submitted by voting Holders through the Solicitation Agent's E-Ballot Portal, are hereby approved.

33. Any party that wishes to challenge the allowance of its Claim for voting purposes shall serve on counsel to the Global Debtors and file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim in a different amount or classification for purposes of voting to accept or reject the Plan on or before **4:00 p.m. on June 1, 2026 (Prevailing Central Time)**. Any Ballot submitted by a Holder of a Claim that files a motion pursuant to Bankruptcy Rule 3018(a) shall be counted solely in accordance with the tabulation and other provisions of this Order, unless and until the underlying Claim is temporarily allowed by the Court for voting purposes in a different amount, after notice and a hearing.

34. The interpretation of all balloting rules and procedures (including the Ballot and the respective instructions thereto) and instructions regarding the Release Opt-Out Forms and the Release Opt-In Forms by the Solicitation Agent and the Global Debtors unless otherwise directed by the Court, will be final and binding on all parties. The Global Debtors are authorized to reject any and all Ballots, Release Opt-Out Forms, and Release Opt-In Forms not in proper form, the acceptance of which would, in the opinion of the Global Debtors after consultation with their counsel, be unlawful. The Global Debtors are further authorized to waive or permit the cure of any defects or irregularities or conditions of delivery as to any particular Ballot, Release Opt-Out

Form, or Release Opt-In Form. Unless waived, any such defects or irregularities must be cured within such time as the Global Debtors (or the Court) determine. Neither the Global Debtors nor the Solicitation Agent or any other person shall be under any duty to provide notification of such defects or irregularities or failure to satisfy conditions of delivery nor shall any of them incur any liabilities for failure to provide such notification. Unless otherwise directed by the Court, delivery of such Ballots, Release Opt-Out Forms, and Release Opt-In Forms shall not be deemed to have been made and such Ballots, Release Opt-Out Forms, and Release Opt-In Forms will be invalid until such defects or irregularities have been cured or waived.

35. The Solicitation Agent shall retain all paper copies of Ballots, Release Opt-Out Forms, and Release Opt-In Forms and all solicitation-related correspondence for one (1) year following the Effective Date, whereupon the Solicitation Agent is authorized to destroy and/or otherwise dispose of all paper copies of Ballots, Release Opt-Out Forms, and Release Opt-In Forms; printed solicitation materials including unused copies of the Solicitation Package; and all solicitation-related correspondence (including undeliverable mail), in each case unless otherwise directed by the Global Debtors or the Clerk of the Court in writing within such one (1) year period.

36. The Global Debtors and the Solicitation Agent, without further order of the Court, are authorized to determine all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawals of Ballots, Release Opt-Out Forms, and Release Opt-In Forms, and, absent a contrary order of the Court, such determinations shall be final and binding.

37. On or before June 4, 2026, the Solicitation Agent shall file the Voting Report, verifying the results of its voting tabulations reflecting the votes cast to accept or reject the Plan and the Release Opt-Out Forms and Release Opt-In Forms received. The Voting Report shall,

among other things, describe every Ballot, Release Opt-Out Form, and Release Opt-In Form received by the Solicitation Agent that does not conform to the Voting Instructions or the instructions provided in the Release Opt-Out Form or the Release Opt-In Form, or that contains any form of irregularity, including, but not limited to, those Ballots, Release Opt-Out Forms, or Release Opt-In Forms that are late, illegible (in whole or in material part), unidentifiable, lacking signatures, lacking necessary information, or damaged.

38. The Combined Hearing will be held on **June 5, 2026 at 9:00 a.m. (Prevailing Central Time)**; provided, however, that the Combined Hearing may be adjourned from time to time by the Court or the Global Debtors without further notice to parties other than noting the adjournment in the hearing agenda for the noticed Combined Hearing or an announcement in Court at the Combined Hearing or any adjourned Combined Hearing.

39. Objections to final approval of the Disclosure Statement and/or confirmation of the Plan, if any, must: (i) be in writing, (ii) comply with the Bankruptcy Rules, the Local Rules, and any orders of the Court, (iii) state the name and address of the objecting party and the amount and nature of the Claim or Equity Interest of such party, (iv) state, with particularity, the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection, and (v) be filed, together with proof of service, with the Court and served so that they are actually received no later than **June 1, 2026 at 4:00 p.m. (Prevailing Central Time)** by the following Notice Parties: (A) counsel to the Global Debtors, (i) Willkie Farr & Gallagher LLP, 787 7th Avenue, New York, NY 10019, Attn: Debra M. Sinclair, Esq. (dsinclair@willkie.com), Jennifer J. Hardy, Esq. (jhardy2@willkie.com), Allyson B. Smith, Esq. (absmith@willkie.com), and Betsy L. Feldman, Esq. (bfeldman@willkie.com), and (ii) Haynes and Boone, LLP, 1221 McKinney Street, Suite 4000, Houston, TX 77010, Attn: Kelli

Stephenson Norfleet, Esq. (kelli.norfleet@haynesboone.com), Kenric D. Kattner, Esq. (kenric.kattner@haynesboone.com), and Arsalan Muhammad, Esq. (arsalan.muhammad@haynesboone.com); (B) the Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, TX 77002, Attn: Jana Smith Whitworth, Esq. (jana.whitworth@usdoj.gov) and Ha Nguyen, Esq. (ha.nguyen@usdoj.gov); (C) co-counsel to the Ad Hoc Group of Secured Noteholders and DIP Lenders, (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019, Attn: Robert A. Britton, Esq. (rbritton@paulweiss.com), Christopher Hopkins, Esq. (chopkins@paulweiss.com), Jessica Choi, Esq. (jchoi@paulweiss.com), and Martin J. Salvucci, Esq. (msalvucci@paulweiss.com) and (ii) Porter Hedges LLP, 1000 Main Street, 36th Floor, Houston, TX 77002, Attn: John F. Higgins, Esq. (jhiggins@porterhedges.com), M. Shane Johnson, Esq. (sjohnson@porterhedges.com), and Megan Young-John, Esq. (myoung-john@porterhedges.com); (D) counsel to the Committee, Morrison & Foerster LLP, 250 West 55th Street, New York, New York 10019, Attn: Lorenzo Marinuzzi (lmarinuzzi@mof.com), Theresa Foudy (tfoudy@mof.com), Douglas Mannal (dmannal@mof.com), Raff Ferraioli (rferraioli@mof.com), Miranda Russell (mrussell@mof.com), and Ilayna Guevrekian (iguevrekian@mof.com); (E) co-counsel to the Committee, Cole Schotz P.C., 901 Main Street, Suite 4120, Dallas, Texas 75202, Attn: Ian Phillips, Esq. (iphillips@coleschotz.com), Justin Alberto, Esq. (jalberto@coleschotz.com), and Sarah Carnes, Esq. (scarnes@coleschotz.com).

40. Objections, if any, not filed and served in the manner set forth above may, in the Court's discretion, not be considered and may be overruled.

41. The Global Debtors, or any other party supporting confirmation of the Plan, may file responses to any objections to final approval of the Disclosure Statement and/or confirmation

of the Plan (or any other pleading in support of final approval of the Disclosure Statement and/or confirmation of the Plan) on or before **June 4, 2026**.

42. The Plan Supplement shall be filed and served no later than **May 26, 2026**.

43. The Global Debtors and the Solicitation Agent are authorized to take or refrain from taking any action necessary or appropriate to implement the terms of, and the relief granted in, this Order without seeking further order of the Court.

44. Subject to any consent rights set forth in the Restructuring Support Agreement, the Global Debtors are authorized to make non-substantive changes to the Disclosure Statement, the Plan, the Ballots and Voting Instructions, the Combined Hearing Notice, the Notice of Non-Voting Status, the Release Opt-Out Form, the Release Opt-In Form, and related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors, to address comments made by the Court or announced on the record at the hearing to consider conditional approval of the Disclosure Statement, and to make conforming changes among the Disclosure Statement, the Plan, and related documents (including any exhibits, annexes, and appendices thereto), as well as any materials in the Solicitation Package or the Non-Voting Package prior to their distribution.

45. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

46. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Local Rules are satisfied by such notice.

47. Nothing in this Order shall be construed as a waiver of the rights of the Global Debtors or any other party in interest, as applicable, to object to a Proof of Claim or Equity Interest.

48. Notwithstanding entry of this Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

49. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, enforcement, and interpretation of this Order.

Dated: _____, 2026
Houston, Texas

ALFREDO R. PÉREZ
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Combined Hearing Notice

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

In re:

SAKS GLOBAL ENTERPRISES LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 26-90103 (ARP)

(Jointly Administered)

**NOTICE OF ORDER (I) CONDITIONALLY APPROVING
THE ADEQUACY OF THE DISCLOSURE STATEMENT; (II) APPROVING
THE SOLICITATION PROCEDURES AND SOLICITATION PACKAGE;
(III) SCHEDULING A COMBINED HEARING; (IV) ESTABLISHING PROCEDURES
FOR OBJECTING TO THE PLAN AND FINAL APPROVAL OF THE DISCLOSURE
STATEMENT; (V) APPROVING THE FORM, MANNER, AND SUFFICIENCY OF
NOTICE OF THE COMBINED HEARING; AND (VI) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE OF THE FOLLOWING:

On [●], 2026, the Global Debtors,² as debtors and debtors in possession in the above-captioned cases, filed the (a) *Joint Chapter 11 Plan of Saks Global Enterprises LLC and Its Global Debtor Affiliates* [Docket No. [●]] (as may be amended, modified, or supplemented from time to time, the “Plan”) and (b) *Disclosure Statement for Joint Chapter 11 Plan of Saks Global Enterprises LLC and Its Global Debtor Affiliates* [Docket No. [●]] (as may be amended, modified, or supplemented from time to time, the “Disclosure Statement”).

The Disclosure Statement provides a summary of the Global Debtors’ Plan and has been approved on a conditional basis by order of the United States Bankruptcy Court for the Southern District of Texas (the “Court”) [Docket No. [●]] (the “Conditional Approval Order”)³ for use by the Global Debtors in soliciting acceptances or rejections of the Plan from holders of Impaired Claims entitled to receive distributions under the Plan. Copies of the Disclosure Statement, the

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.stretto.com/Saks>. The location of Debtor Saks Global Enterprises LLC’s corporate headquarters and the Debtors’ service address in these chapter 11 cases is 225 Liberty Street, 31st Floor, New York, NY 10281. Bradley Arant Boult Cummings LLP is counsel for the following Debtors: Saks OFF 5TH Holdings LLC, Saks OFF 5TH LLC, Saks OFF 5TH Midco Partner Inc., and Luxury Outlets USA, LLC (collectively, the “SO5 Digital Debtors”). Haynes and Boone, LLP and Willkie Farr & Gallagher LLP are co-counsel for the remaining Debtors (collectively, the “Global Debtors”).

² For the avoidance of doubt, “Debtors” means, collectively, the Global Debtors and the SO5 Digital Debtors.

³ Capitalized terms used but not defined herein shall have the meaning given to them in the Conditional Approval Order or the Plan, as applicable.

Plan, and the Conditional Approval Order may be obtained free of charge (a) by accessing the Global Debtors' restructuring website maintained by Stretto, Inc. (the "Solicitation Agent") at <https://cases.stretto.com/saks>, (b) by writing to Saks Global Enterprises LLC, et al., c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602, (c) by email to SaksInquiries@stretto.com with a reference to "Saks Global Enterprises LLC Solicitation" in the subject line, (d) by telephone at +1 (833) 232-5246 or +1 (949) 373-7589 (international, toll), or (e) for a fee via PACER at <https://ecf.txsb.uscourts.gov>.

Only Holders of Claims in Classes [●] under the Plan (the "Voting Classes") are entitled to vote to accept or reject the Plan because they are impaired and entitled to a distribution under the Plan. Holders of Claims in Classes 1 and 2 are Unimpaired and presumed to accept the Plan (the "Unimpaired Classes"). Holders of Claims and Equity Interests in Classes [●] are Impaired and deemed to reject the Plan because they are not entitled to a recovery under the Plan (the "Deemed Rejecting Classes," and together with the Unimpaired Classes, the "Non-Voting Classes").⁴

Pursuant to the Conditional Approval Order, the Court approved the use of certain materials in the solicitation of votes to accept or reject the Plan and certain procedures for the tabulation of votes to accept or reject the Plan. If you are a Holder of a Claim against the Global Debtors as of **April 24, 2026 at 11:59 p.m. (Prevailing Central Time)** (the "Voting Record Date") and entitled to vote, you will soon receive a form of ballot (a "Ballot") to vote to accept or reject the Plan. The Ballot will include instructions for completing the Ballot and submitting your vote to accept or reject the Plan, as well as instructions for electing whether to opt out of the third-party release by Holders of Claims and Equity Interests described in the Plan (the "Third-Party Release").

EXHIBIT 1 ATTACHED HERETO SETS FORTH THE THIRD-PARTY RELEASE PROVISIONS IN ARTICLE 11 OF THE PLAN.

UNLESS A HOLDER OF A CLAIM IN THE VOTING CLASSES ELECTS ON ITS BALLOT TO OPT OUT OF THE THIRD-PARTY RELEASE PROVISIONS SET FORTH IN SECTION 11.3 OF THE PLAN, THE HOLDER WILL BE DEEMED TO PROVIDE SUCH RELEASE.

The deadline by which Ballots accepting or rejecting the Plan and/or opting out of the Third-Party Release must be received is **June 1, 2026, at 4:00 p.m. (Prevailing Central Time)** (the "Voting Deadline"). For your vote and/or opt out election to be counted, your Ballot must be properly completed, signed, and returned so that it is actually received by the Solicitation Agent before the Voting Deadline, unless extended in writing by the Global Debtors. The Ballot must be returned by (a) first-class mail (using the reply envelope provided herewith or otherwise), (b) overnight courier, (c) hand delivery to Saks Global Enterprises LLC, et al., c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602, or (d) through the online balloting portal maintained by the Solicitation Agent. **If you wish to submit your ballot electronically and through the online balloting portal, please visit the following web address and click on "File a Ballot":**

⁴ Holders of Intercompany Claims and Existing Intercompany Interests in Classes 7 and 10, respectively, are either Unimpaired and presumed to accept the Plan, or Impaired and deemed to reject the Plan because they are not entitled to a recovery under the Plan.

<https://cases.stretto.com/saks>. Any failure to follow the instructions included with the Ballot, or to return a properly completed Ballot so that it is received by the Voting Deadline, may disqualify such Ballot.

If a Holder of a Claim wishes to challenge the allowance or disallowance of a Claim for voting purposes under the voting and tabulation procedures set forth in the Conditional Approval Order, such Person or Entity 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”) and serve the Rule 3018 Motion on the Global Debtors so that it is received no later than **June 1, 2026 at 4:00 p.m. (Prevailing Central Time)**. Unless the Court orders otherwise, such Claim will not be counted for voting purposes in excess of the amount determined in accordance with the voting and tabulation procedures set forth in the Conditional Approval Order.

A hearing to consider final approval of the adequacy of disclosures in the Disclosure Statement pursuant to section 1125 of the Bankruptcy Code and confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code is scheduled to take place on **June 5, 2026 at 9:00 a.m. (Prevailing Central Time)** before the Honorable Alfredo Pérez (the “Combined Hearing”), but may be continued from time to time without further notice other than the announcement of the adjourned date(s) at the Combined Hearing or any continued hearing or as indicated in any agenda of matters scheduled for hearing filed with the Court.

The deadline for filing objections to final approval of the Disclosure Statement or confirmation of the Plan is **June 1, 2026 at 4:00 p.m. (Prevailing Central Time)** (the “Combined Objection Deadline”). Any objection must (a) be in writing, (b) comply with the Bankruptcy Rules, the Local Rules, and any orders of the Court, (c) state, with particularity, the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection, and (d) be filed with the Court and served on the following parties on or before the Combined Objection Deadline: (A) counsel to the Global Debtors, (i) Willkie Farr & Gallagher LLP, 787 7th Avenue, New York, NY 10019, Attn: Debra M. Sinclair, Esq. (dsinclair@willkie.com), Jennifer J. Hardy, Esq. (jhardy2@willkie.com), Allyson B. Smith, Esq. (absmith@willkie.com), and Betsy L. Feldman, Esq. (bfeldman@willkie.com), and (ii) Haynes and Boone, LLP, 1221 McKinney Street, Suite 4000, Houston, TX 77010, Attn: Kelli Stephenson Norfleet, Esq. (kelli.norfleet@haynesboone.com), Kenric D. Kattner, Esq. (kenric.kattner@haynesboone.com), and Arsalan Muhammad, Esq. (arsalan.muhammad@haynesboone.com); (B) the Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, TX 77002, Attn: Jana Smith Whitworth, Esq. (jana.whitworth@usdoj.gov) and Ha Nguyen, Esq. (ha.nguyen@usdoj.gov); (C) co-counsel to the Ad Hoc Group of Secured Noteholders and DIP Lenders, (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019, Attn: Robert A. Britton, Esq. (rbritton@paulweiss.com), Christopher Hopkins, Esq. (chopkins@paulweiss.com), Jessica Choi, Esq. (jchoi@paulweiss.com), and Martin J. Salvucci, Esq. (msalvucci@paulweiss.com) and (ii) Porter Hedges LLP, 1000 Main Street, 36th Floor, Houston, TX 77002, Attn: John F. Higgins, Esq. (jhiggins@porterhedges.com), M. Shane Johnson, Esq. (sjohnson@porterhedges.com), and Megan Young-John, Esq. (myoung-john@porterhedges.com); (D) counsel to the Committee, Morrison & Foerster LLP, 250 West 55th Street, New York, New York 10019, Attn: Lorenzo Marinuzzi

(lmarinuzzi@mofocom), Theresa Foudy (tfoudy@mofocom), Douglas Mannal (dmannal@mofocom), Raff Ferraioli (rferraioli@mofocom), Miranda Russell (mrussell@mofocom), and Ilayna Guevrekian (iguevrekian@mofocom); (E) co-counsel to the Committee, Cole Schotz P.C., 901 Main Street, Suite 4120, Dallas, Texas 75202, Attn: Ian Phillips, Esq. (iphillips@coleschotz.com), Justin Alberto, Esq. (jalberto@coleschotz.com), and Sarah Carnes, Esq. (scarnes@coleschotz.com).

Summary of Key Dates and Deadlines. A table summarizing the key dates described in this notice is included below for ease of reference:

Key Dates and Deadlines	
Voting Record Date	April 24, 2026 at 11:59 p.m. (Prevailing Central Time)
Solicitation Date	5 Business Days after entry of the Conditional Approval Order, or as soon as reasonably practicable thereafter
Publication Date	5 Business Days after entry of the Conditional Approval Order or as soon as reasonably practicable thereafter
Deadline to File Claims Objections for Plan Voting Purposes	May 22, 2026
Deadline to File Plan Supplement	May 26, 2026
Deadline to File Bankruptcy Rule 3018 Motions for Plan Voting Purposes	June 1, 2026 at 4:00 p.m. (Prevailing Central Time)
Voting Deadline (including the deadline to submit Release Opt-Out Forms and Release Opt-In Forms)	June 1, 2026 at 4:00 p.m. (Prevailing Central Time)
Combined Objection Deadline	June 1, 2026 at 4:00 p.m. (Prevailing Central Time)
Deadline for Solicitation Agent to File Plan Voting Report	June 4, 2026
Deadline to Reply to Combined Objections	June 4, 2026
Combined Hearing	June 5, 2026 at 9:00 a.m. (Prevailing Central Time)

BINDING NATURE OF THE PLAN:

IF CONFIRMED, THE PLAN WILL BIND ALL HOLDERS OF CLAIMS AND EQUITY INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT A HOLDER OF A CLAIM OR EQUITY INTEREST WILL RECEIVE OR RETAIN ANY PROPERTY OR EQUITY INTEREST IN PROPERTY UNDER THE PLAN, HAS FILED A PROOF OF CLAIM IN THESE CASES, OR FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

Exhibit 1

[Third-Party Release Provision]⁵

[Except as otherwise expressly set forth in the Plan or the Confirmation Order, on and after the Effective Date, pursuant to Bankruptcy Rule 9019 and to the fullest extent permitted by applicable law and approved by the Bankruptcy Court, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Global Debtor Release provided by the Global Debtor Releasing Parties above, each Non-Global Debtor Releasing Party⁶, on behalf of itself and any other Persons that might seek to claim under or through such Non-Global Debtor Releasing Party, including any Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, and agents, will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release to each of the Released Parties⁷ (and each such Released Party so released shall be deemed forever released by the Non-Global Debtor Releasing Parties) and their respective assets and properties

⁵ **[NTD]**: The Global Debtor Release, Third Party Release, and Exculpation provisions are subject to the outcome of the Special Restructuring Committee Independent Investigation.]

⁶ **“Non-Global Debtor Releasing Party”** means any Releasing Party that is not a Global Debtor.

[“Releasing Parties” means, collectively, and each solely in its capacity as such: (a) the Global Debtors, their Estates, and the Reorganized Global Debtors; (b) the DIP Agents and the DIP Lenders; (c) the New Capital Commitment Parties; (d) the Creditors’ Committee and each of its members solely in their capacity as members of the Creditors’ Committee; (e) the Ad Hoc Group and each of its members; (f) all Holders of Claims in Voting Classes that do not affirmatively elect to “opt out” of the Third-Party Release as provided on their respective Ballots; (g) all Holders of Claims in Classes 1 and 2 that do not affirmatively elect to “opt out” of the Third-Party Release as provided on their respective Release Opt-Out Forms; (h) all Holders of Claims or Interests in Classes 6-A, 6-B, 8, and 9 that affirmatively elect to “opt in” to the Third-Party Release as provided on their respective Release Opt-In Forms; and (i) each of such parties’ Related Parties for which such Entity is legally entitled to bind such Related Party to the releases contained in the Plan under applicable non-bankruptcy law; provided, however, that, in each case, the following Persons or Entities shall not be a Releasing Party: (A) all Holders of Claims that are presumed to accept the Plan who affirmatively opt out of the Third-Party Release by checking the box on the applicable notice of non-voting status indicating that they opt to not grant the Third-Party Release; (B) all Holders of Claims in Voting Classes who affirmatively opt out of the Third-Party Release by checking the box on the applicable ballot indicating that they opt not to grant the Third-Party Release; (C) all Holders of Claims or Interests that are deemed to reject the Plan and who do not affirmatively opt into the Third-Party Release by checking the box on the applicable notice of non-voting status indicating that they opt to grant the Third-Party Release; or (D) any Holder of a Claim or Interest who timely objects to the Third-Party Release and whose objection is not resolved before the Confirmation Date.]

⁷ **[“Released Parties”** means, collectively, and each solely in its capacity as such: (a) the Global Debtors, their Estates, and the Reorganized Global Debtors; (b) the DIP Agents and the DIP Lenders; (c) the New Capital Commitment Parties; (d) the Creditors’ Committee and each of its members solely in their capacity as members of the Creditors’ Committee; (e) the Ad Hoc Group and each of its members; and (f) each of such parties’ Related Parties (including, for the avoidance of doubt, each member of the Special Restructuring Committee and their Related Parties); provided that no Person or Entity shall be a Released Party, unless they are also a Releasing Party; provided, further that no Excluded Party will be a Released Party; provided, further that no Insider shall be a Released Party other than, as of the Effective Date, directors and officers of the Global Debtors or independent contractors retained by the Global Debtors that previously served as directors and officers of the Global Debtors.]

(the “**Third-Party Release**”) from any and all claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in Law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common Laws, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based on or relating to, or in any manner arising from, in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Global Debtors, including, without limitation: (a) the Global Debtors’ in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Special Restructuring Committee Independent Investigation, the Disclosure Statement, the Plan, or the Definitive Documents; (b) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan; (c) the business or contractual arrangements between any Global Debtor and any Released Parties; (d) the negotiation, formulation, or preparation of the Plan, the Disclosure Statement, the Plan Supplement, any materials prepared in connection with the Special Restructuring Committee Independent Investigation, the Definitive Documents, the DIP Documents (including with respect to the DIP Loans), the Exit ABL Facility Documents, the New Exit Facilities Documents, or any agreements, instruments or other documents related to any of the foregoing; (e) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases; (f) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Global Debtors or the Reorganized Global Debtors, as applicable; and/or (g) the Confirmation or consummation of the Plan or the solicitation of votes on the Plan that such Non-Global Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties.

Notwithstanding anything contained in the Plan to the contrary, the foregoing provisions of this Third-Party Release shall not operate to waive or release: (a) any post-Effective Date obligations of any party or Entity under the Plan, the obligations arising under any Definitive Document to the extent imposing obligations arising after the Effective Date (including, for the avoidance of doubt, those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan as set forth in the Plan, including the Exit ABL Facility Documents, the New Exit Facilities Documents, (b) the rights of Holders of Allowed Claims or Interests to receive distributions under the Plan, (c) any Retained Causes of Action, including Causes of Action included on the Schedule of Retained Causes of Action, (d) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party, as determined by a Final Order of a court of competent jurisdiction; and/or (e) the rights of such Non-Global Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court.

Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference

each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (d) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Global Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action of any kind whatsoever released pursuant to the Third-Party Release. Entry of the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third-Party Release.

Without limiting the generality of the foregoing, each Non-Global Debtor Releasing Party expressly waives and relinquishes any and all rights and benefits such party may have or conferred upon it under any federal, state, or local statute, rule, regulation, or principle of common law or equity that provides that a release does not extend to claims or Causes of Action that the claimant does not know or suspect to exist in its favor at the time of providing the release or that may in any way limit the effect or scope of the releases with respect to released claims or Causes of Action that such party did not know or suspect to exist in such party's favor at the time of providing the release, which in each case if known by it may have materially affected its settlement with any Released Party, including, without limitation, California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Each of the Non-Global Debtor Releasing Parties expressly acknowledges that the releases and covenants not to sue contained in the Plan are effective regardless of whether those released matters or released claims or Causes of Action are presently known or unknown, suspected or unsuspected, or foreseen or unforeseen.]

Exhibit 2-A

Form of Master Ballot for Classes 4-A, 4-C, and 5-A

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

In re:

SAKS GLOBAL ENTERPRISES LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 26-90103 (ARP)

(Jointly Administered)

**MASTER BALLOT FOR NOMINEES OF
BENEFICIAL HOLDERS OF CLAIMS IN CLASS [●]
OF THE GLOBAL DEBTORS' JOINT CHAPTER 11 PLAN**

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING BALLOTS CAREFULLY *BEFORE* COMPLETING THIS BALLOT.

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS **JUNE 1, 2026 AT 4:00 PM (PREVAILING CENTRAL TIME)**.

YOUR MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY THIS DEADLINE IN ORDER TO BE COUNTED.

The Global Debtors,² as debtors and debtors in possession in the above-captioned cases, have sent this Master Ballot to you, a broker, dealer, commercial bank, trust company or other agent or nominee (each, a “Nominee”) of a Beneficial Holder³ of a [●] Claim, and, accordingly, you have a right to vote to accept or reject the *Joint Chapter 11 Plan of Saks Global Enterprises LLC and Its Global Debtor Affiliates* [Docket No. [●]] (as may be amended, modified, or supplemented from time to time, the “Plan”) filed by the Global Debtors.

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.stretto.com/Saks>. The location of Debtor Saks Global Enterprises LLC’s corporate headquarters and the Debtors’ service address in these chapter 11 cases is 225 Liberty Street, 31st Floor, New York, NY 10281. Bradley Arant Boult Cummings LLP is counsel for the following Debtors: Saks OFF 5TH Holdings LLC, Saks OFF 5TH LLC, Saks OFF 5TH Midco Partner Inc., and Luxury Outlets USA, LLC (collectively, the “SO5 Digital Debtors”). Haynes and Boone, LLP and Willkie Farr & Gallagher LLP are counsel for the remaining Debtors (collectively, the “Global Debtors”).

² For the avoidance of doubt, “Debtors” means, collectively, the Global Debtors and the SO5 Digital Debtors.

³ “Beneficial Holder” means a beneficial owner of a [●] Claim as of the Voting Record Date, as reflected in the records maintained by the Nominees holding through DTC (as defined below).

The *Disclosure Statement for Joint Chapter 11 Plan of Saks Global Enterprises LLC and Its Global Debtor Affiliates* [Docket No. [●]] (as may be amended, modified, or supplemented from time to time, the “Disclosure Statement”) contains disclosures explaining the Plan and has been approved on a conditional basis by order of the United States Bankruptcy Court for the Southern District of Texas (the “Court”) [Docket No. [●]] (the “Conditional Approval Order”).⁴

The Disclosure Statement and Plan are included in the Solicitation Package accompanying this Master Ballot. Copies of the Disclosure Statement, the Plan, and the Conditional Approval Order may be obtained free of charge (a) by accessing the Global Debtors’ restructuring website maintained by the Solicitation Agent at <https://cases.stretto.com/saks>, (b) by writing to Saks Global Enterprises LLC, et al., c/o Stretto, 410 Exchange, Suite 100 Irvine, CA 92602, (c) by email to SaksInquiries@stretto.com with a reference to “Saks Global Enterprises LLC Solicitation” in the subject line, (d) by telephone at +1 (833) 232-5246 or +1 (949) 373-7589 (international, toll), or (e) for a fee via PACER at <http://ecf.txsb.uscourts.gov>.

Nominees should use the Master Ballot to transmit votes to accept or reject the Plan. This Master Ballot is to be used by each Nominee to summarize the individual votes of its respective Beneficial Holders from their Beneficial Holder Ballots to vote to accept or reject the Plan. The [●] Claim entitled to vote and of which you are the Nominee is set forth on Exhibit 1 attached hereto.

If you have any questions on how to properly complete and/or submit this Master Ballot, please contact the Solicitation Agent at +1 (833) 232-5246 or +1 (949) 373-7589 (international, toll). Please be advised that the Solicitation Agent cannot provide legal advice.

⁴ Capitalized terms used but otherwise not defined herein shall have the meanings given to them in the Plan or the Conditional Approval Order, as applicable.

IMPORTANT

You should carefully review the Disclosure Statement and Plan before you submit this Master Ballot.

All [●] Claims against the Global Debtors have been placed in Class [●] under the Plan. Any of your Beneficial Holder clients that hold Claims in more than one Class under the Plan may receive a Ballot for each such Class and must complete a separate Ballot for each such Class.

For your Beneficial Holder clients' votes to be counted, this Master Ballot must be properly completed, signed, and returned so that it is actually received by the Solicitation Agent by no later than June 1, 2026, at 4:00 p.m. (Prevailing Central Time) (the "Voting Deadline"), unless such time is extended in writing by the Global Debtors. Please allow sufficient time for your Beneficial Holder clients to submit their voting instructions to you so that you are able to enter those votes in this Master Ballot and submit it to the Solicitation Agent by the Voting Deadline.

If you wish to return a hard copy of your Master Ballot, you may return it in the enclosed preaddressed, postage prepaid envelope or submit it by first class mail, overnight courier, or hand delivery to:

Saks Global Enterprises LLC, et al. Ballot Processing
c/o Stretto,
410 Exchange, Suite 100
Irvine, CA 92602

If you would prefer to submit your Master Ballot by email, which is the preferred method of submitting your Master Ballot, please send a PDF of your Master Ballot to PublicSecurities@Stretto.com (with "Saks Global Enterprises LLC Solicitation" in the subject line) such that the Solicitation Agent actually receives your Master Ballot before the Voting Deadline.⁵

MASTER BALLOTS AND PRE-VALIDATED BENEFICIAL HOLDER BALLOTS WILL BE ACCEPTED BY EMAIL AS SET FORTH ABOVE, BUT WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, OR ANY OTHER ELECTRONIC MEANS OF TRANSMISSION.

If this Master Ballot is not received by the Solicitation Agent on or before the Voting Deadline, and such Voting Deadline is not extended by the Global Debtors as noted above, the votes transmitted by this Master Ballot will not be counted.

Your receipt of this Master Ballot does not signify that the Claim(s) of any Beneficial Holder has been or will be allowed. The Global Debtors reserve all rights to dispute such Claim(s).

INSTRUCTIONS FOR COMPLETING MASTER BALLOTS

1. The Global Debtors are soliciting the votes of Holders of Claims with respect to the Plan. Capitalized terms used in the Master Ballot or in these instructions (the “Ballot Instructions”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan or the Conditional Approval Order, as applicable.
2. **The Court may confirm the Plan and thereby bind holders of Claims and Interests by the terms of the Plan. Please review the Disclosure Statement and Plan for more information.**
3. You should immediately distribute, and in no event later than five (5) business days of receipt, the Beneficial Holder Ballots and the Solicitation Package to all Beneficial Holders of [●] Claims and take any action required to enable each such Beneficial Holder to timely vote the [●] Claims that it holds. If your customary practice is to forward the solicitation information to Beneficial Holders by a voting instruction form, e-mail, telephone, or other customary means of communication, you are authorized to employ that method of communication in lieu of sending the paper Beneficial Holder Ballot and/or Solicitation Package. Any Beneficial Holder Ballot returned to you by a Beneficial Holder of a [●] Claim shall not be counted for purposes of accepting or rejecting the Plan until you properly complete and deliver, to the Solicitation Agent, a Master Ballot that reflects the vote of such Beneficial Holders by the Voting Deadline, or you otherwise validate the Beneficial Holder Ballot in a manner acceptable to the Solicitation Agent by the Voting Deadline. If your customary practice is to collect votes from your Beneficial Holder clients by voter information form, e-mail, telephone, or other accepted methods of communication, you are authorized to collect the votes and opt-out elections in that manner.
4. You may pre-validate the Beneficial Holder Ballots by (i) signing the Beneficial Holder Ballot and indicating on the Beneficial Holder Ballot the (a) name and Depository Trust Company (“DTC”) Participant Number of the Nominee and (b) principal amount of the [●] Claim held by the Nominee for the Beneficial Holder, (ii) applying a medallion guarantee stamp to the Beneficial Holder Ballot to certify the principal amount of the Claim held by the Beneficial Holder as of the Voting Record Date, and (iii) forwarding such Beneficial Holder Ballot, together with the Solicitation Package, including a preaddressed, postage-paid return envelope addressed to the Solicitation Agent, to the Beneficial Holder. The Beneficial Holder will be required to complete the pre-validated Beneficial Holder

⁵ For any Ballot cast via electronic mail, the format of the attachment must be found in the common workplace and industry standard format (i.e., industry-standard PDF file) and the received date and time in the Solicitation Agent’s inbox will be used as the timestamp for receipt.

Ballot and return it directly to the Solicitation Agent so that it is actually received before the Voting Deadline.

5. With regard to any votes returned to you by a Beneficial Holder (whether through Beneficial Holder Ballot or otherwise), you must compile and validate the votes, execute the Master Ballot, and deliver the Master Ballot to the Solicitation Agent so that it is RECEIVED by the Solicitation Agent on or before the Voting Deadline. All Beneficial Holder Ballots (or customary communications for transmitting votes) returned by Beneficial Holders should be retained for inspection for at least one (1) year from the Voting Deadline.
6. Beneficial Holder votes tabulated on this Master Ballot will be applied to the applicable positions you hold as the holder of record at DTC, as of the Voting Record Date. Votes submitted pursuant to a Master Ballot will not be counted in excess of the amount of [●] Claims you hold at DTC as of the Voting Record Date.
7. If you submit conflicting votes or “over-votes” pursuant to a Master Ballot, the Global Debtors will use reasonable efforts to reconcile the discrepancies. If over-votes on a Master Ballot are not reconciled prior to the preparation of the Voting Report, the Global Debtors shall apply the votes to accept and to reject the Plan in the same proportion as the votes to accept and to reject the Plan submitted on the Master Ballot that contained the over-vote, but only to the extent of your position in the particular Class.
8. For purposes of tabulating votes, each Nominee or Beneficial Holder will be deemed to have voted the principal amount of its Claims in the Noteholder Voting Classes, although any principal amounts may be adjusted by the Solicitation Agent to reflect the amount of the Claim actually voted, including prepetition interest.
9. You may complete and deliver to the Solicitation Agent multiple Master Ballots. Votes reflected on multiple Master Ballots will be counted, except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the latest received valid Master Ballot received prior to the Voting Deadline will, to the extent of such inconsistency, supersede and revoke any prior received Master Ballot. Likewise, if a Beneficial Holder submits to you more than one Beneficial Holder Ballot, (i) the latest received Beneficial Holder Ballot received before the submission deadline that you impose shall be deemed to supersede any prior Beneficial Holder Ballot submitted by the Beneficial Holder; and (ii) you should complete the Master Ballot accordingly.
10. The following Master Ballots and Beneficial Holder Ballots will not be counted:
 - (i) Any Beneficial Holder Ballot or Master Ballot received after the Voting Deadline, unless the Global Debtors have granted an extension of the Voting Deadline in writing with respect to such Ballot;
 - (ii) Any Beneficial Holder Ballot or Master Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;

- (iii) Any Beneficial Holder Ballot or Master Ballot cast by a person or entity that does not hold a Claim in a Class that is entitled to vote to accept or reject the Plan;
 - (iv) Any Beneficial Holder Ballot or Master Ballot cast by a person who is not entitled to vote, even if such individual holds a Claim in a Voting Class;
 - (v) Any unsigned Beneficial Holder Ballot or Master Ballot;
 - (vi) Any Beneficial Holder Ballot or Master Ballot which the Court determines, after notice and a hearing, that such vote was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code; or
 - (vii) Any Beneficial Holder Ballot or Master Ballot transmitted to the Solicitation Agent by means not specifically approved herein.
11. Please be sure to sign and date your Master Ballot. You should indicate that you are signing a Master Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity and, if required or requested by the Solicitation Agent, the Global Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Beneficial Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Master Ballot.
 12. Please keep any records of Beneficial Holder Ballots, including records of the Beneficial Holders to whom pre-validated Beneficial Holder Ballots were delivered, for at least one year after the Voting Deadline (or such other date as is set by order of the Court). You may be ordered to produce the Beneficial Holder Ballots to the Global Debtors or the Court.
 13. If you are both the Nominee and the Beneficial Holder of any of the [●] Claims and you wish to vote such [●] Claims, please return a Master Ballot for such [●] Claims.
 14. The Global Debtors, subject to contrary order of the Bankruptcy Court, may waive any defect or irregularity as to any particular Ballot at any time, either before or after the close of voting, and any such waiver shall be documented in the Voting Report.
 15. Neither the Global Debtors, nor any other Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Report, nor will any of them incur any liability for failure to provide such notification.
 16. Unless waived by the Global Debtors, subject to contrary order of the Bankruptcy Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted.

17. The Global Debtors will, upon written request, reimburse you for customary mailing and handling expenses you incur in forwarding the Solicitation Package and Beneficial Holder Ballot to the Beneficial Holders for which you are the Nominee. No fees or commissions or other remuneration will be payable to any broker, dealer, or other person for soliciting votes from Beneficial Holders with respect to the Plan.
18. This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan, make an election with respect to the Third-Party Release, and/or make certifications with respect to the Beneficial Holder Ballots. Accordingly, at this time, holders of Claims should not surrender certificates or instruments representing their Claims and you should not accept delivery of any such certificates or instruments surrendered together with a Beneficial Holder Ballot.
19. This Master Ballot does not constitute, and shall not be deemed to be: (i) a Proof of Claim; or (ii) an assertion or admission of a Claim.
20. If you believe you have received the wrong Ballot, you should contact the Solicitation Agent immediately (a) by email to PublicSecurities@stretto.com with a reference to “Saks Global Enterprises LLC Solicitation” in the subject line, or (b) by telephone at +1 (833) 232-5246 or +1 (949) 373-7589 (international, toll).

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT AND THE PLAN, OR NEED PHYSICAL COPIES OF THE BALLOTS OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE SOLICITATION AGENT BY (A) WRITING TO SAKS GLOBAL ENTERPRISES LLC, ET AL., C/O STRETTO, 410 EXCHANGE, SUITE 100 IRVINE, CA 92602, (B) BY EMAIL TO SAKSINQUIRIES@STRETTO.COM WITH A REFERENCE TO “SAKS GLOBAL ENTERPRISES LLC SOLICITATION” IN THE SUBJECT LINE, OR (C) BY TELEPHONE AT +1 (833) 232-5246 OR +1 (949) 373-7589 (INTERNATIONAL, TOLL).

PLEASE DO NOT DIRECT ANY INQUIRIES TO THE COURT. NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER ENTITY THE AGENT OF THE GLOBAL DEBTORS OR THE SOLICITATION AGENT OR AUTHORIZE YOU OR ANY OTHER ENTITY TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THE GLOBAL DEBTORS WITH RESPECT TO THE PLAN, EXCEPT FOR THE STATEMENTS CONTAINED IN THE DOCUMENTS ENCLOSED HEREWITH.

Item 1. Certification of Authority to Vote.

The undersigned certifies that, as of the Voting Record Date, the undersigned (please check the applicable box):

- is a broker, dealer, bank, or other agent or nominee for the Beneficial Holders of the aggregate principal amount of [●] Claims listed in Items 2 and 3 below and is the registered or record holder of such [●] Claims; or
- is acting under a power of attorney and/or agency agreement (a copy of which will be provided upon request) granted by a broker, bank, or other nominee that is the registered or record holder of the aggregate principal amount of [●] Claims listed in Items 2 and 3 below; or
- has been granted a proxy (an original of which is attached hereto) from a broker, bank, other nominee, or a beneficial owner, that is the registered or record holder of the aggregate principal amount of [●] Claims listed in Items 2 and 3 below and, accordingly, has full power and authority to vote to accept or reject the Plan on behalf of the Beneficial Holders of the [●] described in Items 2 and 3 below.

Items 2 and 3. [●] Claims Vote on Plan; Third-Party Release.

The undersigned transmits the following votes of Beneficial Holders of [●] Claims and certifies that the following Beneficial Holders of [●] Claims, as identified by their respective customer account numbers set forth below, are Beneficial Holders of such securities as of the Voting Record Date and have delivered to the undersigned, as Nominee, Beneficial Holder Ballots casting such votes. Please note that the votes cast below will be applied in the same manner against each applicable Global Debtor.

Indicate in the appropriate column below the aggregate principal amount voted for each account or attach such information to this Master Ballot in the form of the following table. Please note that each holder must vote all such Beneficial Holder's [●] Claims to accept or reject the Plan and may not split such vote. Any Ballot executed by the holder that does not indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted as a vote on the Plan. Beneficial Holders who did not cast a vote to accept or reject the Plan but checked the box to opt out of the releases set forth in Section 11.3 of the Plan should be indicated. (Please use additional sheets in the format below as necessary).

VOTE ON PLAN AND ELECTION WITH RESPECT TO THIRD-PARTY RELEASE			
Your Customer Account Number for Each Beneficial Holder of [●] Claims	ACCEPT	REJECT	OPT OUT OF THIRD-PARTY RELEASE
			If the box in Item 3 of the Beneficial Holder Ballot was completed, place an “X” in the column below
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
TOTAL:	\$	\$	

THE PLAN INCLUDES CERTAIN INJUNCTION, RELEASE, AND EXCULPATION PROVISIONS.

BENEFICIAL HOLDERS OF [●] CLAIMS UNDER THE PLAN ARE DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN SECTION 11.3 OF THE PLAN, AS SET FORTH BELOW, IF SUCH HOLDER DOES NOT OPT OUT OF OR OBJECT TO THE RELEASE PROVISIONS OF THE PLAN.

Section 11.3 of the Plan contains the following Third-Party Release provisions:

[Third-Party Release Provision]⁶

[Except as otherwise expressly set forth in the Plan or the Confirmation Order, on and after the Effective Date, pursuant to Bankruptcy Rule 9019 and to the fullest extent permitted by applicable law and approved by the Bankruptcy Court, pursuant to section

⁶ **[NTD:** The Global Debtor Release, Third Party Release, and Exculpation provisions are subject to the outcome of the Special Restructuring Committee Independent Investigation.]

1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Global Debtor Release provided by the Global Debtor Releasing Parties above, each Non-Global Debtor Releasing Party⁷, on behalf of itself and any other Persons that might seek to claim under or through such Non-Global Debtor Releasing Party, including any Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, and agents, will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release to each of the Released Parties⁸ (and each such Released Party so released shall be deemed forever released by the Non-Global Debtor Releasing Parties) and their respective assets and properties (the “Third-Party Release”) from any and all claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in Law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common Laws, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based on or relating to, or in any manner arising from, in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising

⁷ “**Non-Global Debtor Releasing Party**” means any Releasing Party that is not a Global Debtor.

[“**Releasing Parties**” means, collectively, and each solely in its capacity as such: (a) the Global Debtors, their Estates, and the Reorganized Global Debtors; (b) the DIP Agents and the DIP Lenders; (c) the New Capital Commitment Parties; (d) the Creditors’ Committee and each of its members solely in their capacity as members of the Creditors’ Committee; (e) the Ad Hoc Group and each of its members; (f) all Holders of Claims in Voting Classes that do not affirmatively elect to “opt out” of the Third-Party Release as provided on their respective Ballots; (g) all Holders of Claims in Classes 1 and 2 that do not affirmatively elect to “opt out” of the Third-Party Release as provided on their respective Release Opt-Out Forms; (h) all Holders of Claims or Interests in Classes 6-A, 6-B, 8, and 9 that affirmatively elect to “opt in” to the Third-Party Release as provided on their respective Release Opt-In Forms; and (i) each of such parties’ Related Parties for which such Entity is legally entitled to bind such Related Party to the releases contained in the Plan under applicable non-bankruptcy law; provided, however, that, in each case, the following Persons or Entities shall not be a Releasing Party: (A) all Holders of Claims that are presumed to accept the Plan who affirmatively opt out of the Third-Party Release by checking the box on the applicable notice of non-voting status indicating that they opt to not grant the Third-Party Release; (B) all Holders of Claims in Voting Classes who affirmatively opt out of the Third-Party Release by checking the box on the applicable ballot indicating that they opt not to grant the Third-Party Release; (C) all Holders of Claims or Interests that are deemed to reject the Plan and who do not affirmatively opt into the Third-Party Release by checking the box on the applicable notice of non-voting status indicating that they opt to grant the Third-Party Release; or (D) any Holder of a Claim or Interest who timely objects to the Third-Party Release and whose objection is not resolved before the Confirmation Date.]

⁸ [“**Released Parties**” means, collectively, and each solely in its capacity as such: (a) the Global Debtors, their Estates, and the Reorganized Global Debtors; (b) the DIP Agents and the DIP Lenders; (c) the New Capital Commitment Parties; (d) the Creditors’ Committee and each of its members solely in their capacity as members of the Creditors’ Committee; (e) the Ad Hoc Group and each of its members; and (f) each of such parties’ Related Parties (including, for the avoidance of doubt, each member of the Special Restructuring Committee and their Related Parties); provided that no Person or Entity shall be a Released Party, unless they are also a Releasing Party; provided, further that no Excluded Party will be a Released Party; provided, further that no Insider shall be a Released Party other than, as of the Effective Date, directors and officers of the Global Debtors or independent contractors retained by the Global Debtors that previously served as directors and officers of the Global Debtors.]

from or related in any way in whole or in part to any of the Global Debtors, including, without limitation: (a) the Global Debtors' in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Special Restructuring Committee Independent Investigation, the Disclosure Statement, the Plan, or the Definitive Documents; (b) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan; (c) the business or contractual arrangements between any Global Debtor and any Released Parties; (d) the negotiation, formulation, or preparation of the Plan, the Disclosure Statement, the Plan Supplement, any materials prepared in connection with the Special Restructuring Committee Independent Investigation, the Definitive Documents, the DIP Documents (including with respect to the DIP Loans), the Exit ABL Facility Documents, the New Exit Facilities Documents, or any agreements, instruments or other documents related to any of the foregoing; (e) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases; (f) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Global Debtors or the Reorganized Global Debtors, as applicable; and/or (g) the Confirmation or consummation of the Plan or the solicitation of votes on the Plan that such Non-Global Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties.

Notwithstanding anything contained in the Plan to the contrary, the foregoing provisions of this Third-Party Release shall not operate to waive or release: (a) any post-Effective Date obligations of any party or Entity under the Plan, the obligations arising under any Definitive Document to the extent imposing obligations arising after the Effective Date (including, for the avoidance of doubt, those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan as set forth in the Plan, including the Exit ABL Facility Documents, the New Exit Facilities Documents, (b) the rights of Holders of Allowed Claims or Interests to receive distributions under the Plan, (c) any Retained Causes of Action, including Causes of Action included on the Schedule of Retained Causes of Action, (d) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party, as determined by a Final Order of a court of competent jurisdiction; and/or (e) the rights of such Non-Global Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (d) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Global Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action of any kind

whatsoever released pursuant to the Third-Party Release. Entry of the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third-Party Release.

Without limiting the generality of the foregoing, each Non-Global Debtor Releasing Party expressly waives and relinquishes any and all rights and benefits such party may have or conferred upon it under any federal, state, or local statute, rule, regulation, or principle of common law or equity that provides that a release does not extend to claims or Causes of Action that the claimant does not know or suspect to exist in its favor at the time of providing the release or that may in any way limit the effect or scope of the releases with respect to released claims or Causes of Action that such party did not know or suspect to exist in such party's favor at the time of providing the release, which in each case if known by it may have materially affected its settlement with any Released Party, including, without limitation, California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Each of the Non-Global Debtor Releasing Parties expressly acknowledges that the releases and covenants not to sue contained in the Plan are effective regardless of whether those released matters or released claims or Causes of Action are presently known or unknown, suspected or unsuspected, or foreseen or unforeseen.]

Item 4. Certification as to Transcription of Information from Item 4 of the Beneficial Holder Ballots as to [●] Claims.

The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by the Beneficial Holders in Item 4 of each of the Beneficial Holder's Beneficial Holder Ballots, identifying any [●] Claims for which such Beneficial Holders have submitted other Ballots other than to the undersigned:

TRANSCRIBE FROM ITEM 4 OF THE BENEFICIAL HOLDER BALLOTS:					
Your Customer Account Number for Each Beneficial Holder Who Completed Item 4 of the Beneficial Holder Ballots	Customer Account Number at Other Nominee: [●] Claims Voted	DTC Participant Number and Name of Other Nominee	Principal Amount of [●] Claims Voted	CUSIP OR ISIN of [●] Claims Voted	Plan Vote of [●] Claims Voted (Accept or Reject)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Item 5. Certifications.

By signing this Master Ballot, the undersigned certifies that:

1. it has received a copy of the Disclosure Statement, the Ballots and the Solicitation Package and has delivered the same to the Beneficial Holders listed on the Ballots;
2. it has received a completed and signed Beneficial Holder Ballot from each Beneficial Holder listed in Items 2 and 3 of this Master Ballot;
3. it is the registered or record holder of the securities being voted;
4. it has been authorized by each such Beneficial Holder to vote on the Plan and/or make an election with respect to the Third-Party Release;
5. it has properly disclosed: (i) the number of Beneficial Holders who completed Beneficial Holder Ballots; (ii) the respective amounts of the [●] Claims voted, as the case may be, by each Beneficial Holder who completed a Beneficial Holder Ballot; (iii) each such Beneficial Holder's respective vote or election concerning the Plan or Third-Party Release,

- respectively; (iv) each such Beneficial Holder's certification as to [●] Claims voted; and (v) the customer account or other identification number for each such Beneficial Holder;
6. each such Beneficial Holder has certified to the undersigned that it is eligible to vote on the Plan and/or make an election with respect to the Third-Party Release; and it will maintain Beneficial Holder Ballots and evidence of separate transactions returned by Beneficial Holders (whether properly completed or defective) for at least one year after the Effective Date and disclose all such information to the Bankruptcy Court or the Global Debtors if so ordered;
 7. it acknowledges and understands that (i) if no Holders of Claims eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims in such Class; and (ii) any Class of Claims that does not have a Holder of an Allowed Claim or a Claim temporarily allowed by the Court as of the date of the Combined Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code; and
 8. it acknowledges and agrees that the Global Debtors may make conforming changes to the Plan in accordance with the terms thereof and to the extent provided by Bankruptcy Rule 3019 as may be reasonably necessary and that the Global Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes.

[Signature Page Follows]

Name of Nominee: _____
(Please print or type)

Name of Proxy Holder or Agent for Nominee _____
(Please print or type)

Nominee's DTC Participant Number: _____

Signature: _____

Name of Signatory: _____
(Please print or type)

Title: _____

Address: _____

Telephone No.: _____

E-Mail Address: _____

Date Completed: _____

EXHIBIT 1

CUSIP/Voting Class(es)		
Security Description	CUSIP	Voting Class(es)
11.000% Senior Secured Asset Based Notes due 2029	81880A AA0 / U8201A AA2	Class 4-A (Prepetition SGUS Notes Claims); Class 5-A (HoldCo II SGUS Notes Guarantee Claims)
11.000% Senior Secured Second Out Notes due 2029	79380M AB1 / U8000M AB7 / 79380M AD7 / U8000M AD3	Class 4-C (Prepetition OpCo Second Out Notes Claims)

Exhibit 2-B

Form of Beneficial Holder Ballot for Class 4-A, 4-C, and 5-A

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

In re:

SAKS GLOBAL ENTERPRISES LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 26-90103 (ARP)

(Jointly Administered)

**BALLOT FOR BENEFICIAL
HOLDERS OF CLAIMS IN CLASS [●] OF THE
GLOBAL DEBTORS' JOINT CHAPTER 11 PLAN**

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING BALLOTS CAREFULLY *BEFORE* COMPLETING THIS BENEFICIAL HOLDER BALLOT.

IN ORDER FOR YOUR VOTE TO BE COUNTED, YOUR VOTE, WHETHER SUBMITTED VIA THIS BENEFICIAL HOLDER BALLOT OR OTHERWISE ACCORDING TO YOUR NOMINEE'S INSTRUCTIONS, MUST BE RECEIVED BY YOUR NOMINEE (OR YOUR NOMINEE'S AGENT) IN SUFFICIENT TIME TO ALLOW YOUR NOMINEE (OR YOUR NOMINEE'S AGENT) TO ENTER YOUR VOTE IN A MASTER BALLOT AND SUBMIT THAT MASTER BALLOT SO AS TO BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY THE VOTING DEADLINE OF **JUNE 1, 2026 AT 4:00 PM (PREVAILING CENTRAL TIME) (THE "VOTING DEADLINE")**. YOU MUST FOLLOW THE DIRECTIONS OF YOUR NOMINEE IN ORDER FOR YOUR VOTE TO BE TIMELY COMPLETED, EXECUTED, RETURNED AND COUNTED.

IF, HOWEVER, YOU RECEIVED A "PRE-VALIDATED" BENEFICIAL HOLDER BALLOT FROM YOUR NOMINEE WITH INSTRUCTIONS TO SUBMIT SUCH BALLOT DIRECTLY TO THE SOLICITATION AGENT, IN ORDER FOR YOUR VOTE TO BE COUNTED, YOU MUST COMPLETE, EXECUTE, AND RETURN THE "PRE-VALIDATED" BENEFICIAL HOLDER BALLOT SO AS TO

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.stretto.com/Saks>. The location of Debtor Saks Global Enterprises LLC's corporate headquarters and the Debtors' service address in these chapter 11 cases is 225 Liberty Street, 31st Floor, New York, NY 10281. Bradley Arant Boult Cummings LLP is counsel for the following Debtors: Saks OFF 5TH Holdings LLC, Saks OFF 5TH LLC, Saks OFF 5TH Midco Partner Inc., and Luxury Outlets USA, LLC (collectively, the "SO5 Digital Debtors"). Haynes and Boone, LLP and Willkie Farr & Gallagher LLP are counsel for the remaining Debtors (collectively, the "Global Debtors").

BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY THE VOTING DEADLINE.

This Beneficial Holder Ballot is sent to you to solicit your vote to accept or reject the *Joint Chapter 11 Plan of Saks Global Enterprises LLC and Its Global Debtor Affiliates* [Docket No. [●]] (as may be amended, modified, or supplemented from time to time, the “Plan”) filed by the Global Debtors. The *Disclosure Statement for Joint Chapter 11 Plan of Saks Global Enterprises LLC and Its Global Debtor Affiliates* [Docket No. [●]] (as may be amended, modified, or supplemented from time to time, the “Disclosure Statement”) contains disclosures explaining the Plan and has been approved on a conditional basis by order of the United States Bankruptcy Court for the Southern District of Texas (the “Court”) [Docket No. [●]] (the “Conditional Approval Order”).²

You are receiving this Beneficial Holder Ballot because you are a Beneficial Holder³ of a [●] Claim as of the Voting Record Date. Accordingly, you have a right to vote to accept or reject the Plan. As a Beneficial Holder, you should cast your vote to accept or reject the Plan in accordance with instructions received from the bank, broker, or financial institution that holds your [●] “in street name” on your behalf (your “Nominee”) through the use of this Beneficial Holder Ballot or otherwise as directed by your Nominee. You should review the Disclosure Statement and Plan before you vote and you may wish to seek legal advice concerning your classification and treatment under the Disclosure Statement and Plan. The [●] Claims entitled to vote are set forth on **Exhibit 1** attached hereto.

The Disclosure Statement and Plan provide information to assist Holders of Claims in deciding how to vote to accept or reject the Plan. The Disclosure Statement and Plan are included in the Solicitation Package accompanying this Beneficial Holder Ballot. Copies of the Disclosure Statement, the Plan, and the Conditional Approval Order may be obtained free of charge (a) by accessing the Global Debtors’ restructuring website maintained by the Solicitation Agent at <https://cases.stretto.com/saks>, (b) by writing to Saks Global Enterprises LLC, et al., c/o Stretto, 410 Exchange, Suite 100 Irvine, CA 92602, (c) by email to SaksInquiries@stretto.com with a reference to “Saks Global Enterprises LLC Solicitation” in the subject line, (d) by telephone at +1 (833) 232-5246 or +1 (949) 373-7589 (international, toll), or (e) for a fee via PACER at <http://ecf.txsb.uscourts.gov>.

If you have any questions regarding how to properly complete this Beneficial Holder Ballot, the voting procedures, or the voting instructions you received from your Nominee, please contact your Nominee. For answers to general questions about the solicitation process, the Disclosure Statement and Plan, and to request solicitation materials, please contact the Solicitation Agent at +1 (833) 232-5246 or +1 (949) 373-7589 (international, toll) or by email to

² Capitalized terms used but otherwise not defined herein shall have the meanings given to them in the Plan or the Conditional Approval Order, as applicable.

³ “Beneficial Holder” means a beneficial owner of a [●] Claim as of the Voting Record Date, as reflected in the records maintained by the Nominees holding through DTC (as defined below).

SaksInquiries@stretto.com with a reference to “Saks Global Enterprises LLC Solicitation” in the subject line. Please be advised that the Solicitation Agent cannot provide legal advice.

This Beneficial Holder Ballot may not be used for any purpose other than to vote to accept or reject the Plan and make an election with respect to the Third-Party Release. If you believe that you have received this Beneficial Holder Ballot in error, or if you believe that you have received the wrong ballot, please contact the Solicitation Agent immediately at the email address, telephone number, or address set forth above.

Unless otherwise instructed by your Nominee, in order for your vote to count, your Nominee must receive your vote, whether by this Beneficial Holder Ballot or otherwise according to your Nominee’s voting instructions, in sufficient time for your Nominee to include your vote on a Master Ballot that must be received by the Solicitation Agent on or before the Voting Deadline. Please allow sufficient time for your vote to be included on the Master Ballot completed by your Nominee. If a Master Ballot recording your vote is not received by the Solicitation Agent by the Voting Deadline, and if the Voting Deadline is not extended, your vote will not count.

Your Nominee may choose to “pre-validate” your Beneficial Holder Ballot by signing the Beneficial Holder Ballot and adding (i) the Nominee’s DTC participant number and a medallion guarantee stamp confirming the principal amount of your [●] Claim(s) as of the Voting Record Date, (ii) the Beneficial Holder’s account number, and (iii) the principal amount of Claims held by the Beneficial Holder as of the Voting Record Date and forwarding the pre-validated Beneficial Holder Ballot to you with instructions to submit your pre-validated Beneficial Holder Ballot directly to the Solicitation Agent on or before the Voting Deadline.

For purposes of tabulating votes, each Nominee or Beneficial Holder will be deemed to have voted the principal amount of its Claims in the Noteholder Voting Classes, although any principal amounts may be adjusted by the Solicitation Agent to reflect the amount of the Claim actually voted, including prepetition interest.

IMPORTANT

To have your vote count as either an acceptance or rejection of the Plan, you must properly complete, sign and return this Beneficial Holder Ballot to your Nominee (unless otherwise directed by your Nominee) with sufficient time for your Nominee to include your vote on a Master Ballot that your Nominee can return to the Solicitation Agent, so that the Solicitation Agent actually receives the Master Ballot on or before the Voting Deadline, which is June 1, 2026 at 4:00 PM (Prevailing Central Time).

FOR PRE-VALIDATED BENEFICIAL HOLDER BALLOT ONLY

If your Nominee provided you with a Pre-Validated Beneficial Holder Ballot, you may submit your Ballot by one of the methods set forth below, so that it is actually received by the Solicitation Agent no later than the Voting Deadline, unless such time is extended in writing by the Global Debtors. If you do not know whether your Nominee provided you with a Pre-Validated Beneficial Holder Ballot, you should contact your Nominee.

If by First Class Mail, Overnight Courier or Hand Delivery:

Saks Global Enterprises LLC, et al. Ballot Processing
c/o Stretto
410 Exchange, Suite 100
Irvine, CA 92602

If by Email:

If you would prefer to submit your pre-validated Beneficial Holder Ballot by email, please send a PDF copy of your pre-validated Beneficial Holder Ballot to: PublicSecurities@Stretto.com (with “Saks Global Enterprises LLC Solicitation” in the subject line) such that the Solicitation Agent actually receives your Pre-validated Beneficial Holder Ballot before the Voting Deadline. If you choose to submit your Pre-validated Beneficial Holder Ballot via email, you should not also return a hard copy of your Ballot.

PRE-VALIDATED BENEFICIAL HOLDER BALLOTS WILL BE ACCEPTED BY EMAIL AS SET FORTH ABOVE, BUT WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, OR OTHER ELECTRONIC MEANS OF TRANSMISSION, INCLUDING VIA THE ONLINE PORTAL FOR ELECTRONIC SUBMISSION OF BALLOTS AVAILABLE ON THE GLOBAL DEBTORS’ RESTRUCTURING WEBSITE MAINTAINED BY THE SOLICITATION AGENT.

If your Pre-Validated Beneficial Holder Ballot or the Master Ballot, as applicable, is not received by the Solicitation Agent on or before the Voting Deadline, and such Voting Deadline is not extended by the Global Debtors as noted above, your vote will not be counted. Your receipt of this Beneficial Holder Ballot does not signify that your Claim(s) has been or will be allowed. The Global Debtors reserve all rights to dispute such Claim(s).

INSTRUCTIONS FOR COMPLETING BALLOTS

1. The Global Debtors are soliciting the votes of holders of Claims with respect to the Plan. Capitalized terms used in the Beneficial Holder Ballot or in these instructions (the “Ballot Instructions”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan or the Conditional Approval Order, as applicable.
2. **The Court may confirm the Plan and thereby bind holders of Claims and Interests by the terms of the Plan. Please review the Disclosure Statement and Plan for more information.**
3. To ensure that your vote is counted, you must: (a) complete the Beneficial Holder Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in the Beneficial Holder Ballot; and (c) sign and return the Beneficial Holder Ballot to your Nominee at the address set forth on the enclosed pre-addressed envelope or as otherwise instructed by your Nominee. The Voting Deadline for the receipt of Ballots by the Solicitation Agent is **4:00 p.m. (Prevailing Central Time) on June 1, 2026**. Your completed Pre-Validated Beneficial Holder Ballot or a Master Ballot containing your vote must be received by the Solicitation Agent on or before the Voting Deadline.
4. Please note that your Nominee is authorized to forward solicitation materials and information to, and collect Plan votes from, its Beneficial Holder clients according to its customary practices for doing so, including a voting instruction form, e-mail, telephone, online platform, or voting information form in lieu of, or in addition to, a Beneficial Holder Ballot.
5. Except as otherwise provided herein or unless waived by the Global Debtors or permitted by order of the Court, unless the Beneficial Holder Ballot being furnished is timely submitted on or prior to the Voting Deadline, the Global Debtors may reject such Beneficial Holder Ballot as invalid and, therefore, decline to count it in connection with confirmation of the Plan.
6. If you cast more than one Beneficial Holder Ballot voting the same Claim(s) before the Voting Deadline, the last valid Beneficial Holder Ballot received by your Nominee sufficiently in advance of the Voting Deadline to permit your Nominee to include your vote on, and deliver, its Master Ballot to the Solicitation Agent on or before the Voting Deadline shall be deemed to reflect your intent and, thus, shall be deemed to supersede any prior Beneficial Holder Ballot.
7. If you cast a Beneficial Holder Ballot that is properly completed, executed and timely returned to your Nominee (or to the Solicitation Agent in the case of a pre-validated Beneficial Holder Ballot) but that does not indicate either an acceptance or rejection of the Plan, the Beneficial Holder Ballot will not be counted.
8. If you cast a Beneficial Holder Ballot that is properly completed, executed, and timely returned to your Nominee (or to the Solicitation Agent in the case of a pre-validated Beneficial Holder Ballot) but that indicates both an acceptance and a rejection of the Plan, the Beneficial Holder Ballot will not be counted.

9. You shall be deemed to have voted the full amount of your Claim to either accept or reject the Plan and shall not be entitled to split your vote. Any Beneficial Holder Ballot that partially accepts and partially rejects the Plan will not be counted.
10. If you simultaneously cast Beneficial Holder Ballots for the same Claim(s) that are voted inconsistently, all such inconsistent Beneficial Holder Ballots will not be counted.
11. The following Beneficial Holder Ballots will not be counted:
 - (i) Any Beneficial Holder Ballot received after the Voting Deadline, unless the Global Debtors have granted an extension of the Voting Deadline in writing with respect to such Beneficial Holder Ballot;
 - (ii) Any Beneficial Holder Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;
 - (iii) Any Beneficial Holder Ballot cast by a person or entity that does not hold a Claim in a Class that is entitled to vote to accept or reject the Plan;
 - (iv) Any Beneficial Holder Ballot cast by a person who is not entitled to vote, even if such individual holds a Claim in a Voting Class;
 - (v) Any unsigned Beneficial Holder Ballot;
 - (vi) Any Beneficial Holder Ballot containing a vote that the Court determines, after notice and a hearing, was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code; or
 - (vii) Any Beneficial Holder Ballot transmitted to the Solicitation Agent by means not specifically approved herein.
12. If you are signing a Beneficial Holder Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing and, if requested by the Solicitation Agent, the Global Debtors, or the Court, you must submit proper evidence to the requesting party to so act on behalf of such holder. In addition, you should provide their name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Beneficial Holder Ballot.
13. If you hold Claims in more than one Class, you must use separate Ballots for each Class of Claims.
14. The Global Debtors, subject to contrary order of the Bankruptcy Court, may waive any defect or irregularity as to any particular Beneficial Holder Ballot at any time, either before or after the close of voting, and any such waiver shall be documented in the Voting Report.
15. Neither the Global Debtors nor any other Entity will be under any duty to provide notification of defects or irregularities with respect to delivered Beneficial Holder Ballots

other than as provided in the Voting Report, nor will any of them incur any liability for failure to provide such notification.

16. Unless waived by the Global Debtors, subject to contrary order of the Bankruptcy Court, any defects or irregularities in connection with deliveries of Beneficial Holder Ballots must be cured prior to the Voting Deadline or such Beneficial Holder Ballots will not be counted.
17. The Beneficial Holder Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan and make an election with respect to the Third-Party Release. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claim, and neither the Global Debtors nor the Solicitation Agent will accept delivery of any such certificates or instruments surrendered together with a Beneficial Holder Ballot.
18. This Beneficial Holder Ballot does not constitute, and shall not be deemed to be: (i) a Proof of Claim or (ii) an assertion or admission of a Claim.
19. If you believe you have received the wrong Ballot, you should contact the Solicitation Agent immediately (i) by email to SaksInquiries@stretto.com with a reference to “Saks Global Enterprises LLC Solicitation” in the subject line, or (ii) by telephone at +1 (833) 232-5246 or +1 (949) 373-7589 (international, toll).

PLEASE SUBMIT YOUR BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING PROPER COMPLETION OF THE BENEFICIAL HOLDER BALLOT, DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BENEFICIAL HOLDER BALLOT, VOTING PROCEDURES, OR VOTING INSTRUCTIONS RECEIVED FROM YOUR NOMINEE, PLEASE REFER SUCH QUESTIONS TO YOUR NOMINEE. IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT AND THE PLAN, OR NEED PHYSICAL COPIES OF THE BENEFICIAL HOLDER BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE SOLICITATION AGENT BY (A) WRITING TO SAKS GLOBAL ENTERPRISES LLC, ET AL., C/O STRETTO, 410 EXCHANGE, SUITE 100 IRVINE, CA 92602, (B) BY EMAIL TO SAKSINQUIRIES@STRETTO.COM WITH A REFERENCE TO “SAKS GLOBAL ENTERPRISES LLC SOLICITATION” IN THE SUBJECT LINE, OR (C) BY TELEPHONE AT +1 (833) 232-5246 OR +1 (949) 373-7589 (INTERNATIONAL, TOLL).

PLEASE DO NOT DIRECT ANY INQUIRIES TO THE COURT. NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER ENTITY THE AGENT OF THE GLOBAL DEBTORS OR THE SOLICITATION AGENT OR AUTHORIZE YOU OR ANY OTHER ENTITY TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THE GLOBAL DEBTORS WITH RESPECT TO THE PLAN, EXCEPT FOR THE STATEMENTS CONTAINED IN THE DOCUMENTS ENCLOSED HERewith.

Item 1. Amount of [●] Claims.

The undersigned hereby certifies that as of the Voting Record Date of April 24, 2026, the undersigned was the Beneficial Holder of [●] Claims in the following amount(s) (insert amount in box below) for voting (if your [●] Claims are held on your behalf through a Nominee and you do not know the amount of your [●] Claims as of the Voting Record Date, please contact your Nominee for this information as soon as possible):

Amount of Claim: ⁴ \$ _____
--

**** Exhibit 1 sets forth the CUSIP numbers associated with each applicable Voting Class.****

Item 2. Vote on Plan

The undersigned Beneficial Holder of a [●] Claim against the Global Debtors votes to:

- Check one box only:**
- Accept the Plan
 - Reject the Plan

Item 3. Important Information Regarding Releases.

<p>AS A BENEFICIAL HOLDER OF CLAIMS IN CLASS [●] UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASE CONTAINED IN SECTION 11.3 OF THE PLAN, AS SET FORTH BELOW, IF YOU DO NOT OPT OUT OF OR OBJECT TO THE RELEASE PROVISIONS OF THE PLAN.</p>
--

Section 11.3 of the Plan contains the following Third-Party Release provisions:

[Third-Party Release Provision]⁵

[Except as otherwise expressly set forth in the Plan or the Confirmation Order, on and after the Effective Date, pursuant to Bankruptcy Rule 9019 and to the fullest extent permitted by applicable law and approved by the Bankruptcy Court, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Global Debtor Release provided by the Global Debtor Releasing Parties above,

⁴ For voting purposes only. Subject to tabulation rules.

⁵ **[NTD:** The Global Debtor Release, Third Party Release, and Exculpation provisions are subject to the outcome of the Special Restructuring Committee Independent Investigation.]

each Non-Global Debtor Releasing Party⁶, on behalf of itself and any other Persons that might seek to claim under or through such Non-Global Debtor Releasing Party, including any Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, and agents, will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release to each of the Released Parties⁷ (and each such Released Party so released shall be deemed forever released by the Non-Global Debtor Releasing Parties) and their respective assets and properties (the **“Third-Party Release”**) from any and all claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in Law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common Laws, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based on or relating to, or in any manner arising from, in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Global Debtors, including, without limitation: (a) the Global Debtors’ in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Special Restructuring Committee Independent Investigation, the Disclosure Statement,

⁶ **“Non-Global Debtor Releasing Party”** means any Releasing Party that is not a Global Debtor.

[**“Releasing Parties”** means, collectively, and each solely in its capacity as such: (a) the Global Debtors, their Estates, and the Reorganized Global Debtors; (b) the DIP Agents and the DIP Lenders; (c) the New Capital Commitment Parties; (d) the Creditors’ Committee and each of its members solely in their capacity as members of the Creditors’ Committee; (e) the Ad Hoc Group and each of its members; (f) all Holders of Claims in Voting Classes that do not affirmatively elect to “opt out” of the Third-Party Release as provided on their respective Ballots; (g) all Holders of Claims in Classes 1 and 2 that do not affirmatively elect to “opt out” of the Third-Party Release as provided on their respective Release Opt-Out Forms; (h) all Holders of Claims or Interests in Classes 6-A, 6-B, 8, and 9 that affirmatively elect to “opt in” to the Third-Party Release as provided on their respective Release Opt-In Forms; and (i) each of such parties’ Related Parties for which such Entity is legally entitled to bind such Related Party to the releases contained in the Plan under applicable non-bankruptcy law; provided, however, that, in each case, the following Persons or Entities shall not be a Releasing Party: (A) all Holders of Claims that are presumed to accept the Plan who affirmatively opt out of the Third-Party Release by checking the box on the applicable notice of non-voting status indicating that they opt to not grant the Third-Party Release; (B) all Holders of Claims in Voting Classes who affirmatively opt out of the Third-Party Release by checking the box on the applicable ballot indicating that they opt not to grant the Third-Party Release; (C) all Holders of Claims or Interests that are deemed to reject the Plan and who do not affirmatively opt into the Third-Party Release by checking the box on the applicable notice of non-voting status indicating that they opt to grant the Third-Party Release; or (D) any Holder of a Claim or Interest who timely objects to the Third-Party Release and whose objection is not resolved before the Confirmation Date.]

⁷ [**“Released Parties”** means, collectively, and each solely in its capacity as such: (a) the Global Debtors, their Estates, and the Reorganized Global Debtors; (b) the DIP Agents and the DIP Lenders; (c) the New Capital Commitment Parties; (d) the Creditors’ Committee and each of its members solely in their capacity as members of the Creditors’ Committee; (e) the Ad Hoc Group and each of its members; and (f) each of such parties’ Related Parties (including, for the avoidance of doubt, each member of the Special Restructuring Committee and their Related Parties); provided that no Person or Entity shall be a Released Party, unless they are also a Releasing Party; provided, further that no Excluded Party will be a Released Party; provided, further that no Insider shall be a Released Party other than, as of the Effective Date, directors and officers of the Global Debtors or independent contractors retained by the Global Debtors that previously served as directors and officers of the Global Debtors.]

the Plan, or the Definitive Documents; (b) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan; (c) the business or contractual arrangements between any Global Debtor and any Released Parties; (d) the negotiation, formulation, or preparation of the Plan, the Disclosure Statement, the Plan Supplement, any materials prepared in connection with the Special Restructuring Committee Independent Investigation, the Definitive Documents, the DIP Documents (including with respect to the DIP Loans), the Exit ABL Facility Documents, the New Exit Facilities Documents, or any agreements, instruments or other documents related to any of the foregoing; (e) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases; (f) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Global Debtors or the Reorganized Global Debtors, as applicable; and/or (g) the Confirmation or consummation of the Plan or the solicitation of votes on the Plan that such Non-Global Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties.

Notwithstanding anything contained in the Plan to the contrary, the foregoing provisions of this Third-Party Release shall not operate to waive or release: (a) any post-Effective Date obligations of any party or Entity under the Plan, the obligations arising under any Definitive Document to the extent imposing obligations arising after the Effective Date (including, for the avoidance of doubt, those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan as set forth in the Plan, including the Exit ABL Facility Documents, the New Exit Facilities Documents, (b) the rights of Holders of Allowed Claims or Interests to receive distributions under the Plan, (c) any Retained Causes of Action, including Causes of Action included on the Schedule of Retained Causes of Action, (d) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party, as determined by a Final Order of a court of competent jurisdiction; and/or (e) the rights of such Non-Global Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (d) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Global Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action of any kind whatsoever released pursuant to the Third-Party Release. Entry of the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages,

demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third-Party Release.

Without limiting the generality of the foregoing, each Non-Global Debtor Releasing Party expressly waives and relinquishes any and all rights and benefits such party may have or conferred upon it under any federal, state, or local statute, rule, regulation, or principle of common law or equity that provides that a release does not extend to claims or Causes of Action that the claimant does not know or suspect to exist in its favor at the time of providing the release or that may in any way limit the effect or scope of the releases with respect to released claims or Causes of Action that such party did not know or suspect to exist in such party's favor at the time of providing the release, which in each case if known by it may have materially affected its settlement with any Released Party, including, without limitation, California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Each of the Non-Global Debtor Releasing Parties expressly acknowledges that the releases and covenants not to sue contained in the Plan are effective regardless of whether those released matters or released claims or Causes of Action are presently known or unknown, suspected or unsuspected, or foreseen or unforeseen.]

The undersigned Beneficial Holder of the Class [●] [●] Claim set forth in Item 1 elects to:

Opt Out of the Third-Party Release by Holders of Claims.

Your recovery under the Plan remains the same regardless of whether you elect to opt out of the Third-Party Release provisions in the Plan.

Item 4. Certification of Class [●] Claims Held in Additional Accounts.

By completing and returning this Beneficial Holder Ballot, the Beneficial Holder of the Class [●] Claim(s) identified in Item 1 certifies that (a) this Beneficial Holder Ballot is the only Ballot submitted for the Class [●] Claim(s) owned by such Beneficial Holder as indicated in Item 1, except for the Class [●] Claim(s) identified in the following table, and (b) all Ballots for Class [●] Claim(s) submitted by the Beneficial Holder indicate the same vote to accept or reject the Plan that the Beneficial Holder has indicated in Item 2 of this Beneficial Holder Ballot (please use additional sheets of paper if necessary). **If you hold [●] Claim(s) through one or more Nominees, you must identify all [●] Claim(s) held through your own name and/or each Nominee in the following table and indicate the same vote to accept or reject the Plan on all Ballots submitted.**

ONLY COMPLETE THIS ITEM 4 IF YOU HAVE SUBMITTED OTHER BALLOTS ON ACCOUNT OF [●] CLAIMS

DTC Participant Number and Name of Nominee through Which You Hold [●] Claims Voted ⁸	Your Customer Account Number at Other Nominee through which [●] Claims Voted	Principal Amount of [●] Voted	CUSIP or ISIN of [●] Claims Voted	Plan Vote (Accept or Reject)

Item 5. Certifications.

By signing this Beneficial Holder Ballot, the undersigned certifies to the Court and the Global Debtors that:

1. as of the Voting Record Date, the undersigned is either: (a) the Beneficial Holder of [●] Claim(s) being voted or (b) an authorized signatory for the Beneficial Holder of the [●] Claim(s) being voted;
2. it has received the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
3. it has cast the same vote with respect to all [●] Claim(s) held by it or the Beneficial Holder on whose behalf it is submitting this Beneficial Holder Ballot, as applicable;
4. no other Beneficial Holder Ballots with respect to the principal amount of the [●] Claim(s) identified in Item 1 have been cast or, if any other Beneficial Holder Ballots have been cast with respect to such Claim(s), then any such Beneficial Holder Ballots dated earlier are hereby revoked;
5. it acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of the [●] Claim(s) held by it or the Beneficial Holder on whose behalf it is submitting this Beneficial Holder Ballot, as applicable;
6. it understands and, if accepting the Plan, agrees with the treatment provided under the Plan for the [●] Claim(s) held by it or the Beneficial Holder on whose behalf it is submitting this Beneficial Holder Ballot, as applicable;

⁸ Insert your name if the [●] Claim(s) are held by you in your own name or, if held in street name through a Nominee, insert the name and DTC Participant Number of your broker or bank.

7. it acknowledges and understands that (a) if no Holders of Claims eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the holders of such Claims in such Class and (b) any Class of Claims that does not have a holder of an Allowed Claim or a Claim temporarily allowed by the Court as of the date of the Combined Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code; and
8. it acknowledges and agrees that the Global Debtors may make conforming changes to the Plan in accordance with the terms thereof and to the extent provided by Bankruptcy Rule 3019 as may be reasonably necessary and that the Global Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes.

[Signature Page Follows]

Name of Beneficial Holder: _____
(Please print or type)

DTC Participant Name and Number _____

Signature: _____

Name of Signatory: _____
(If other than Beneficial Holder)⁵

Title: _____

Address: _____

Telephone No.: _____

E-Mail Address: _____

Date Completed: _____

⁵ If you are completing this Beneficial Holder Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be required to provide additional information or documentation with respect to such relationship.

EXHIBIT 1

CUSIP/Voting Class(es)		
Security Description	CUSIP	Voting Class(es)
11.000% Senior Secured Asset Based Notes due 2029	81880A AA0 / U8201A AA2	Class 4-A (Prepetition SGUS Notes Claims); Class 5-A (HoldCo II SGUS Notes Guarantee Claims)
11.000% Senior Secured Second Out Notes due 2029	79380M AB1 / U8000M AB7 / 79380M AD7 / U8000M AD3	Class 4-C (Prepetition OpCo Second Out Notes Claims)

Exhibit 2-C

**Form of Individual Holder Ballot for
Classes 3-A, 3-B, 3-C, 4-B, [4-D] and [5-B]**

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

In re:

SAKS GLOBAL ENTERPRISES LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 26-90103 (ARP)

(Jointly Administered)

**BALLOT FOR
HOLDERS OF CLAIMS IN CLASS [●]
OF THE GLOBAL DEBTORS' JOINT CHAPTER 11 PLAN**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR
COMPLETING BALLOTS CAREFULLY *BEFORE* COMPLETING THIS BALLOT.**

**FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED,
EXECUTED, AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE
SOLICITATION AGENT BY JUNE 1, 2026 AT 4:00 P.M. (PREVAILING CENTRAL
TIME) (THE "VOTING DEADLINE") IN ACCORDANCE WITH THIS BALLOT.**

This ballot (the "Ballot") is transmitted to you to solicit your vote to accept or reject the *Joint Chapter 11 Plan of Saks Global Enterprises LLC and Its Global Debtor Affiliates* [Docket No. [●]] (as may be amended, modified, or supplemented from time to time, the "Plan") filed by the Global Debtors. The *Disclosure Statement for Joint Chapter 11 Plan of Saks Global Enterprises LLC and Its Global Debtor Affiliates* [Docket No. [●]] (as may be amended, modified, or supplemented from time to time, the "Disclosure Statement") contains disclosures explaining the Plan and has been approved on a conditional basis by order of the United States Bankruptcy Court for the Southern District of Texas (the "Court") [Docket No. [●]] (the "Conditional Approval Order").²

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.stretto.com/Saks>. The location of Debtor Saks Global Enterprises LLC's corporate headquarters and the Debtors' service address in these chapter 11 cases is 225 Liberty Street, 31st Floor, New York, NY 10281. Bradley Arant Boult Cummings LLP is counsel for the following Debtors: Saks OFF 5TH Holdings LLC, Saks OFF 5TH LLC, Saks OFF 5TH Midco Partner Inc., and Luxury Outlets USA, LLC (collectively, the "SO5 Digital Debtors"). Haynes and Boone, LLP and Willkie Farr & Gallagher LLP are counsel for the remaining Debtors (collectively, the "Global Debtors").

² Capitalized terms used but otherwise not defined herein shall have the meanings given to them in the Plan or the Conditional Approval Order, as applicable.

The Disclosure Statement and Plan are included in the Solicitation Package accompanying this Ballot. Copies of the Disclosure Statement, the Plan, and the Conditional Approval Order may be obtained free of charge (a) by accessing the Global Debtors' restructuring website maintained by the Solicitation Agent at <https://cases.stretto.com/saks>, (b) by writing to Saks Global Enterprises LLC, et al., c/o Stretto, 410 Exchange, Suite 100 Irvine, CA 92602, (c) by email to SaksInquiries@stretto.com with a reference to "Saks Global Enterprises LLC Solicitation" in the subject line, (d) by telephone at +1 (833) 232-5246 or +1 (949) 373-7589 (international, toll), or (e) for a fee via PACER at <http://ecf.txsb.uscourts.gov>.

If you have any questions on how to properly complete and/or submit this Ballot, please contact the Solicitation Agent at +1 (833) 232-5246 or +1 (949) 373-7589 (international, toll) or by email to SaksInquiries@stretto.com with a reference to "Saks Global Enterprises LLC Solicitation" in the subject line. Please be advised that the Solicitation Agent cannot provide legal advice.

IMPORTANT

You should carefully review the Disclosure Statement and Plan before you submit this Ballot. You may wish to seek independent legal advice concerning the Disclosure Statement and Plan and the classification and treatment of your Class [●][●] Claim under the Plan.

All [●] Claims against the Global Debtors have been placed in Class [●] under the Plan. If you hold Claims in more than one Class under the Plan, you may receive a Ballot for each such Class and must complete a separate Ballot for each such Class.

For your vote to be counted, this Ballot must be properly completed, signed, and returned so that it is actually received by the Solicitation Agent by no later than the Voting Deadline of June 1, 2026 at 4:00 p.m. (Prevailing Central Time), unless such time is extended in writing by the Global Debtors.

If you wish to return a hard copy of your Ballot, you may return it in the enclosed preaddressed, postage prepaid envelope or submit it by first class mail, overnight courier or hand delivery to:

Saks Global Enterprises LLC, et al. Ballot Processing
c/o Stretto,
410 Exchange, Suite 100
Irvine, CA 92602

If you prefer to vote online, Ballots will be accepted if properly completed through the E-Ballot portal maintained by the Solicitation Agent. To submit your Ballot via the Solicitation Agent's E-Ballot portal, visit <https://cases.stretto.com/saks>. Click on the "File a Ballot" section of the Global Debtors' website and follow the directions to submit your E-Ballot. If you choose to submit your Ballot via the Solicitation Agent's E-Ballot system (the "E-Ballot Portal"), you should not also return a hard copy of your Ballot.

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

Unique E-Ballot Password#: _____

The Solicitation Agent's E-Ballot Portal is the sole manner in which this Ballot will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

If your Ballot is not received by the Solicitation Agent on or before the Voting Deadline, and such Voting Deadline is not extended by the Global Debtors, your vote will not be counted.

Your receipt of this Ballot does not signify that your Claim(s) has been or will be allowed or that you will receive a distribution under the Plan. The Global Debtors reserve all rights to dispute such Claim(s).

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 COURT.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE VOTING INSTRUCTIONS):

1. Complete Item 1 by indicating whether you accept or reject the Plan.
2. Review the releases set forth in Item 2 and elect whether to opt out of the Third-Party Release.
3. Review the information, certifications and acknowledgements contained in Items 3 and 4.
4. **SIGN THE BALLOT.**
5. Return the original signed Ballot in the enclosed pre-addressed, postage-paid envelope, by first-class mail, hand delivery, or overnight courier, or submit your Ballot through the online E-Ballot portal maintained by the Solicitation Agent so that it is **actually received** by the Solicitation Agent before the Voting Deadline. Ballots submitted to the Global Debtors or any of its agents and advisors (other than the Solicitation Agent) will not be counted.
6. You must vote the full amount of the Claim covered by this Ballot either to accept or to reject the Plan. You may not split your vote. Any executed Ballot that partially accepts and partially rejects the Plan will not be counted.
7. Any executed Ballot received that (a) does not indicate either an acceptance or rejection of the Plan or (b) indicates both an acceptance and a rejection of the Plan will not be counted.
8. Any Ballot received that is unsigned, illegible, or otherwise incomplete will not be counted.

VOTING INSTRUCTIONS FOR COMPLETING THE BALLOT FOR HOLDERS OF CLASS [●] CLAIMS

1. This Ballot is transmitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE DISCLOSURE STATEMENT AND PLAN CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan will be accepted by Class [●] if it is accepted by the Holders of Claims of two-thirds in amount and more than one-half in number of Claims in Class [●] that actually vote on the Plan. If the Plan is confirmed by the Bankruptcy Court, all Holders of Claims (including those Holders of Claims who abstain from voting or vote to reject the Plan, and those Holders of Claims who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.
3. Complete, sign, and return this Ballot to the Solicitation Agent so that it is actually received by the Solicitation Agent before **June 1, 2026 at 4:00 p.m. (Prevailing Central Time)**, the Voting Deadline, unless such time is extended in writing by the Global Debtors.
4. The Solicitation Agent's "E-Ballot Portal" is the sole manner in which this Ballot will be accepted via electronic or online transmission. Ballots submitted by telecopy, facsimile, email, or other electronic means of transmission will not be counted. If voting online, to have your vote counted, you must electronically complete, sign, and submit the electronic Ballot by utilizing the E-Ballot Portal on the Solicitation Agent's website. Your Ballot must be received by the Solicitation Agent no later than the Voting Deadline, unless such time is extended by the Global Debtors. To submit your Ballot via the Solicitation Agent's E-Ballot portal, visit <https://cases.stretto.com/saks>. Click on the "File a Ballot" section of the Global Debtors' website and follow the directions to submit your E-Ballot. If you choose to submit your Ballot via the Solicitation Agent's E Ballot Portal, you should not also return a hard copy of your Ballot.
5. To properly complete this Ballot, you must follow the procedures described below:
 - a. if you hold a Claim in Class [●], cast one vote to accept or reject the Plan by checking the appropriate box in Item 1;
 - b. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (*e.g.*, a power of attorney or a certified copy of board resolutions authorizing you to so act);
 - c. if you also hold other Claims, you may receive more than one Ballot, labeled for a different Class of Claims and you should separately complete and submit a Ballot for each Class of Claims in which you hold Claims. Your vote will be counted in determining acceptance or rejection of the Plan by each particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on such Ballot;
 - d. provide your name and mailing address on your Ballot;

- e. sign and date your Ballot, and provide the remaining information requested; and
- f. return your Ballot using the methods described above.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT AND THE PLAN, OR NEED PHYSICAL COPIES OF THE BALLOTS OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE SOLICITATION AGENT BY (A) WRITING TO SAKS GLOBAL ENTERPRISES LLC, ET AL., C/O STRETTO, 410 EXCHANGE, SUITE 100 IRVINE, CA 92602, (B) BY EMAIL TO SAKSINQUIRIES@STRETTO.COM WITH A REFERENCE TO “SAKS GLOBAL ENTERPRISES LLC SOLICITATION” IN THE SUBJECT LINE, OR (C) BY TELEPHONE AT +1 (833) 232-5246 OR +1 (949) 373-7589 (INTERNATIONAL, TOLL).

PLEASE DO NOT DIRECT ANY INQUIRIES TO THE COURT. NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER ENTITY THE AGENT OF THE GLOBAL DEBTORS OR THE SOLICITATION AGENT OR AUTHORIZE YOU OR ANY OTHER ENTITY TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THE GLOBAL DEBTORS WITH RESPECT TO THE PLAN, EXCEPT FOR THE STATEMENTS CONTAINED IN THE DOCUMENTS ENCLOSED HEREWITH

Item 1. Class Vote. The undersigned, the Holder of a Class [●] Claim against the Global Debtors hereby votes, in the amount set forth below, as follows (**check one box**):

Accept the Plan

OR

Reject the Plan.

Voting Amount of Claim:³ \$ _____

Item 2. Important Information Regarding the Third-Party Release.

AS A HOLDER OF A CLAIM IN CLASS [●] UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN SECTION 11.3 OF THE PLAN, AS SET FORTH BELOW, IF YOU DO NOT OPT OUT OF OR OBJECT TO THE RELEASE PROVISIONS OF THE PLAN.

³ For voting purposes only. Subject to voting and tabulation rules.

Section 11.3 of the Plan contains the following Third-Party Release provisions:

[Third-Party Release Provision]⁴

[Except as otherwise expressly set forth in the Plan or the Confirmation Order, on and after the Effective Date, pursuant to Bankruptcy Rule 9019 and to the fullest extent permitted by applicable law and approved by the Bankruptcy Court, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Global Debtor Release provided by the Global Debtor Releasing Parties above, each Non-Global Debtor Releasing Party⁵, on behalf of itself and any other Persons that might seek to claim under or through such Non-Global Debtor Releasing Party, including any Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, and agents, will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release to each of the Released Parties⁶ (and each such Released Party so released shall be deemed forever released by the Non-Global Debtor Releasing Parties) and their respective assets and properties

⁴ **[NTD]**: The Global Debtor Release, Third Party Release, and Exculpation provisions are subject to the outcome of the Special Restructuring Committee Independent Investigation.]

⁵ **“Non-Global Debtor Releasing Party”** means any Releasing Party that is not a Global Debtor.

[“Releasing Parties” means, collectively, and each solely in its capacity as such: (a) the Global Debtors, their Estates, and the Reorganized Global Debtors; (b) the DIP Agents and the DIP Lenders; (c) the New Capital Commitment Parties; (d) the Creditors’ Committee and each of its members solely in their capacity as members of the Creditors’ Committee; (e) the Ad Hoc Group and each of its members; (f) all Holders of Claims in Voting Classes that do not affirmatively elect to “opt out” of the Third-Party Release as provided on their respective Ballots; (g) all Holders of Claims in Classes 1 and 2 that do not affirmatively elect to “opt out” of the Third-Party Release as provided on their respective Release Opt-Out Forms; (h) all Holders of Claims or Interests in Classes 6-A, 6-B, 8, and 9 that affirmatively elect to “opt in” to the Third-Party Release as provided on their respective Release Opt-In Forms; and (i) each of such parties’ Related Parties for which such Entity is legally entitled to bind such Related Party to the releases contained in the Plan under applicable non-bankruptcy law; provided, however, that, in each case, the following Persons or Entities shall not be a Releasing Party: (A) all Holders of Claims that are presumed to accept the Plan who affirmatively opt out of the Third-Party Release by checking the box on the applicable notice of non-voting status indicating that they opt to not grant the Third-Party Release; (B) all Holders of Claims in Voting Classes who affirmatively opt out of the Third-Party Release by checking the box on the applicable ballot indicating that they opt not to grant the Third-Party Release; (C) all Holders of Claims or Interests that are deemed to reject the Plan and who do not affirmatively opt into the Third-Party Release by checking the box on the applicable notice of non-voting status indicating that they opt to grant the Third-Party Release; or (D) any Holder of a Claim or Interest who timely objects to the Third-Party Release and whose objection is not resolved before the Confirmation Date.]

⁶ **[“Released Parties”** means, collectively, and each solely in its capacity as such: (a) the Global Debtors, their Estates, and the Reorganized Global Debtors; (b) the DIP Agents and the DIP Lenders; (c) the New Capital Commitment Parties; (d) the Creditors’ Committee and each of its members solely in their capacity as members of the Creditors’ Committee; (e) the Ad Hoc Group and each of its members; and (f) each of such parties’ Related Parties (including, for the avoidance of doubt, each member of the Special Restructuring Committee and their Related Parties); provided that no Person or Entity shall be a Released Party, unless they are also a Releasing Party; provided, further that no Excluded Party will be a Released Party; provided, further that no Insider shall be a Released Party other than, as of the Effective Date, directors and officers of the Global Debtors or independent contractors retained by the Global Debtors that previously served as directors and officers of the Global Debtors.]

(the “**Third-Party Release**”) from any and all claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in Law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common Laws, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based on or relating to, or in any manner arising from, in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Global Debtors, including, without limitation: (a) the Global Debtors’ in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Special Restructuring Committee Independent Investigation, the Disclosure Statement, the Plan, or the Definitive Documents; (b) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan; (c) the business or contractual arrangements between any Global Debtor and any Released Parties; (d) the negotiation, formulation, or preparation of the Plan, the Disclosure Statement, the Plan Supplement, any materials prepared in connection with the Special Restructuring Committee Independent Investigation, the Definitive Documents, the DIP Documents (including with respect to the DIP Loans), the Exit ABL Facility Documents, the New Exit Facilities Documents, or any agreements, instruments or other documents related to any of the foregoing; (e) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases; (f) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Global Debtors or the Reorganized Global Debtors, as applicable; and/or (g) the Confirmation or consummation of the Plan or the solicitation of votes on the Plan that such Non-Global Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties.

Notwithstanding anything contained in the Plan to the contrary, the foregoing provisions of this Third-Party Release shall not operate to waive or release: (a) any post-Effective Date obligations of any party or Entity under the Plan, the obligations arising under any Definitive Document to the extent imposing obligations arising after the Effective Date (including, for the avoidance of doubt, those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan as set forth in the Plan, including the Exit ABL Facility Documents, the New Exit Facilities Documents, (b) the rights of Holders of Allowed Claims or Interests to receive distributions under the Plan, (c) any Retained Causes of Action, including Causes of Action included on the Schedule of Retained Causes of Action, (d) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party, as determined by a Final Order of a court of competent jurisdiction; and/or (e) the rights of such Non-Global Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court.

Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference

each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (d) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Global Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action of any kind whatsoever released pursuant to the Third-Party Release. Entry of the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third-Party Release.

Without limiting the generality of the foregoing, each Non-Global Debtor Releasing Party expressly waives and relinquishes any and all rights and benefits such party may have or conferred upon it under any federal, state, or local statute, rule, regulation, or principle of common law or equity that provides that a release does not extend to claims or Causes of Action that the claimant does not know or suspect to exist in its favor at the time of providing the release or that may in any way limit the effect or scope of the releases with respect to released claims or Causes of Action that such party did not know or suspect to exist in such party's favor at the time of providing the release, which in each case if known by it may have materially affected its settlement with any Released Party, including, without limitation, California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Each of the Non-Global Debtor Releasing Parties expressly acknowledges that the releases and covenants not to sue contained in the Plan are effective regardless of whether those released matters or released claims or Causes of Action are presently known or unknown, suspected or unsuspected, or foreseen or unforeseen.]

The undersigned holder of the [●] Claim in Class [●] set forth in Item 1 elects to:

Opt Out of the Third-Party Release by Holders of Claims.

Your recovery under the Plan remains the same regardless of whether you elect to opt out of the Third-Party Release provisions in the Plan.

Item 3. Certification as to Class [●] Claims held in Additional Accounts. The undersigned hereby certifies that either (i) it has not submitted any other Ballots for other Class [●] Claims held

in other accounts or other record names, or (ii) if it has submitted Ballots for other such Claims held in other accounts or other record names, then such Ballots indicate the same vote to accept or reject the Plan.

Item 4. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that: (a) it has been provided with a copy of the Disclosure Statement and Plan, including all exhibits thereto; (b) the Global Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement and Plan, the Conditional Approval Order, and the procedures for the solicitation and tabulation of votes to accept or reject the Plan contained in the Conditional Approval Order; (c) it is the holder of the Claim identified in Item 1 above as of **April 24, 2026, the Voting Record Date**; and/or (d) it has full power and authority to vote to accept or reject the Plan and exercise elections with respect thereto. The undersigned understands that, if this Ballot is validly executed but does not indicate either acceptance or rejection of the Plan, this Ballot will not be counted.

Name of Creditor

Signature

If by Authorized Agent, Name and Title

Address

Telephone Number

Email Address

Date Completed

Exhibit 3

Non-Voting Status Notice

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

In re:

SAKS GLOBAL ENTERPRISES LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 26-90103 (ARP)

(Jointly Administered)

NOTICE OF NON-VOTING STATUS AND COMBINED HEARING

On [●], 2026, the Global Debtors,² as debtors and debtors in possession in the above-captioned cases, filed the (a) *Joint Chapter 11 Plan of Saks Global Enterprises LLC and Its Global Debtor Affiliates* [Docket No. [●]] (as may be amended, modified, or supplemented from time to time, the “Plan”) and (b) *Disclosure Statement for Joint Chapter 11 Plan of Saks Global Enterprises LLC and Its Global Debtor Affiliates* [Docket No. [●]] (as may be amended, modified, or supplemented from time to time, the “Disclosure Statement”).

The Disclosure Statement provides a summary of the Global Debtors’ Plan and has been approved on a conditional basis by order of the United States Bankruptcy Court for the Southern District of Texas (the “Court”) [Docket No. [●]] (the “Conditional Approval Order”)³ for use by the Global Debtors in soliciting acceptances or rejections of the Plan from holders of Impaired Claims entitled to receive distributions under the Plan.

UNDER THE TERMS OF THE PLAN, YOUR CLAIM(S) AGAINST AND/OR EQUITY INTEREST(S) IN THE GLOBAL DEBTORS IS (ARE) NOT ENTITLED TO VOTE ON THE PLAN.⁴ HOLDERS OF CLAIMS IN CLASSES 1 AND 2 ARE UNIMPAIRED AND PRESUMED TO ACCEPT THE PLAN (THE “UNIMPAIRED CLASSES”). HOLDERS OF CLAIMS AND EQUITY INTERESTS IN CLASSES [●] ARE IMPAIRED AND DEEMED TO REJECT THE PLAN BECAUSE THEY ARE NOT

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.stretto.com/Saks>. The location of Debtor Saks Global Enterprises LLC’s corporate headquarters and the Debtors’ service address in these chapter 11 cases is 225 Liberty Street, 31st Floor, New York, NY 10281. Bradley Arant Boult Cummings LLP is counsel for the following Debtors: Saks OFF 5TH Holdings LLC, Saks OFF 5TH LLC, Saks OFF 5TH Midco Partner Inc., and Luxury Outlets USA, LLC (collectively, the “SO5 Digital Debtors”). Haynes and Boone, LLP and Willkie Farr & Gallagher LLP are counsel for the remaining Debtors (collectively, the “Global Debtors”).

² For the avoidance of doubt, “Debtors” means, collectively, the Global Debtors and the SO5 Digital Debtors.

³ Capitalized terms used but not defined herein shall have the meaning given to them in the Conditional Approval Order or the Plan, as applicable.

⁴ Only Holders of Claims in Classes [●] are entitled to vote on the Plan.

ENTITLED TO A RECOVERY UNDER THE PLAN (THE “DEEMED REJECTING CLASSES”).⁵ IF YOU HAVE ANY QUESTIONS ABOUT THE STATUS OF YOUR CLAIM OR EQUITY INTEREST YOU SHOULD CONTACT STRETTO, INC. (THE “SOLICITATION AGENT”) (A) BY WRITING TO SAKS GLOBAL ENTERPRISES LLC, ET AL., C/O STRETTO, 410 EXCHANGE, SUITE 100, IRVINE, CA 92602, (B) BY EMAIL TO SAKSINQUIRIES@STRETTO.COM WITH A REFERENCE TO “SAKS GLOBAL ENTERPRISES LLC SOLICITATION” IN THE SUBJECT LINE, OR (C) BY TELEPHONE AT +1 (833) 232-5246 OR +1 (949) 373-7589 (INTERNATIONAL, TOLL)

YOU WILL NOT BE SERVED WITH A COPY OF THE CONDITIONAL APPROVAL ORDER, THE DISCLOSURE STATEMENT, OR THE PLAN. Copies of the Disclosure Statement, the Plan, and the Conditional Approval Order may be obtained free of charge (a) by accessing the Global Debtors’ restructuring website maintained by the Solicitation Agent at <https://cases.stretto.com/saks>, (b) by writing to Saks Global Enterprises LLC, et al., c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602, (c) by email to SaksInquiries@stretto.com with a reference to “Saks Global Enterprises LLC Solicitation” in the subject line, (d) by telephone at +1 (833) 232-5246 or +1 (949) 373-7589 (international, toll), or (e) for a fee via PACER at <https://ecf.txsb.uscourts.gov>.

EXHIBIT 1 ATTACHED HERETO SETS FORTH THE THIRD-PARTY RELEASE PROVISIONS IN SECTION 11.3 OF THE PLAN.

ENCLOSED WITH THIS NOTICE IS EITHER A RELEASE OPT-OUT FORM (FOR HOLDERS OF CLAIMS OR INTERESTS IN UNIMPAIRED CLASSES) OR A RELEASE OPT-IN FORM (FOR HOLDERS OF CLAIMS OR INTERESTS IN DEEMED REJECTING CLASSES).

IF YOU ARE A HOLDER OF A CLAIM OR INTEREST IN AN UNIMPAIRED CLASS, UPON CONFIRMATION OF THE PLAN, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASE PROVISIONS SET FORTH IN ARTICLE 11 OF THE PLAN, UNLESS YOU COMPLETE THE RELEASE OPT-OUT FORM AND RETURN THE COMPLETED AND SIGNED RELEASE OPT-OUT FORM TO THE SOLICITATION AGENT IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED THEREIN BY JUNE 1, 2026, AT 4:00 P.M. (PREVAILING CENTRAL TIME).

ANY HOLDER OF A CLAIM OR INTEREST IN AN UNIMPAIRED CLASS THAT TIMELY AND PROPERLY SUBMITS A RELEASE OPT-OUT FORM WILL BE DEEMED TO OPT OUT OF SUCH RELEASE PROVISIONS.

IF YOU ARE A HOLDER OF A CLAIM OR INTEREST IN A DEEMED REJECTING CLASS, YOU WILL NOT BE DEEMED TO HAVE CONSENTED TO THE THIRD-PARTY RELEASE PROVISIONS SET FORTH IN SECTION 11.3 OF THE PLAN. IF YOU WISH TO CONSENT TO THE RELEASES IN SECTION 11.3 OF THE

⁵ Holders of Intercompany Claims and Existing Intercompany Interests in Classes 7 and 10, respectively, are either Unimpaired and presumed to accept the Plan, or Impaired and deemed to reject the Plan because they are not entitled to a recovery under the Plan.

PLAN, YOU MUST COMPLETE THE RELEASE OPT-IN FORM AND RETURN THE COMPLETED AND SIGNED RELEASE OPT-IN FORM TO THE SOLICITATION AGENT IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED THEREIN BY JUNE 1, 2026, AT 4:00 P.M. (PREVAILING CENTRAL TIME).

If a Holder of a Claim wishes to challenge the allowance or disallowance of a Claim for voting purposes under the voting and tabulation procedures set forth in the Conditional Approval Order, such Person or Entity 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”) and serve the Rule 3018 Motion on the Global Debtors so that it is received no later than **June 1, 2026 at 4:00 p.m. (Prevailing Central Time)**. Unless the Court orders otherwise, such Claim will not be counted for voting purposes in excess of the amount determined in accordance with the voting and tabulation procedures set forth in the Conditional Approval Order.

A hearing to consider final approval of the adequacy of disclosures in the Disclosure Statement pursuant to section 1125 of the Bankruptcy Code and confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code is scheduled to take place on **June 5, 2026 at 9:00 a.m. (Prevailing Central Time)** before the Honorable Alfredo Pérez (the “Combined Hearing”), but may be continued from time to time without further notice other than the announcement of the adjourned date(s) at the Combined Hearing or any continued hearing or as indicated in any agenda of matters scheduled for hearing filed with the Court.

The deadline for filing objections to final approval of the Disclosure Statement or confirmation of the Plan is **June 1, 2026 at 4:00 p.m. (Prevailing Central Time)** (the “Combined Objection Deadline”). Any objection must (a) be in writing, (b) comply with the Bankruptcy Rules, the Local Rules, and any orders of the Court, (c) state, with particularity, the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection, and (d) be filed with the Court and served on the following parties on or before the Combined Objection Deadline: (A) counsel to the Global Debtors, (i) Willkie Farr & Gallagher LLP, 787 7th Avenue, New York, NY 10019, Attn: Debra M. Sinclair, Esq. (dsinclair@willkie.com), Jennifer J. Hardy, Esq. (jhardy2@willkie.com), Allyson B. Smith (absmith@willkie.com), and Betsy L. Feldman, Esq. (bfeldman@willkie.com), and (ii) Haynes and Boone, LLP, 1221 McKinney Street, Suite 4000, Houston, TX 77010, Attn: Kelli Stephenson Norfleet, Esq. (kelli.norfleet@haynesboone.com), Kenric D. Kattner, Esq. (kenric.kattner@haynesboone.com), and Arsalan Muhammad, Esq. (arsalan.muhammad@haynesboone.com); (B) the Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, TX 77002, Attn: Jana Smith Whitworth, Esq. (jana.whitworth@usdoj.gov) and Ha Nguyen, Esq. (ha.nguyen@usdoj.gov); (C) co-counsel to the Ad Hoc Group of Secured Noteholders and DIP Lenders, (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019, Attn: Robert A. Britton, Esq. (rbritton@paulweiss.com), Christopher Hopkins, Esq. (chopkins@paulweiss.com), Jessica Choi, Esq. (jchoi@paulweiss.com), and Martin J. Salvucci, Esq. (msalvucci@paulweiss.com) and (ii) Porter Hedges LLP, 1000 Main Street, 36th Floor, Houston, TX 77002, Attn: John F. Higgins, Esq. (jhiggins@porterhedges.com), M. Shane Johnson, Esq. (sjohnson@porterhedges.com), and Megan Young-John, Esq. (myoung-john@porterhedges.com); (D) counsel to the Committee, Morrison & Foerster LLP, 250 West

55th Street, New York, New York 10019, Attn: Lorenzo Marinuzzi (lmarinuzzi@mofo.com), Theresa Foudy (tfoudy@mofo.com), Douglas Mannal (dmannal@mofo.com), Raff Ferraioli (rferraioli@mofo.com), Miranda Russell (mrussell@mofo.com), and Ilayna Guevrekian (iguevrekian@mofo.com); (E) co-counsel to the Committee, Cole Schotz P.C., 901 Main Street, Suite 4120, Dallas, Texas 75202, Attn: Ian Phillips, Esq. (iphillips@coleschotz.com), Justin Alberto, Esq. (jalberto@coleschotz.com), and Sarah Carnes, Esq. (scarnes@coleschotz.com).

Summary of Key Dates and Deadlines. A table summarizing the key dates described in this notice is included below for ease of reference:

Key Dates and Deadlines	
Voting Record Date	April 24, 2026 at 11:59 p.m. (Prevailing Central Time)
Solicitation Date	5 Business Days after entry of the Conditional Approval Order, or as soon as reasonably practicable thereafter
Publication Date	5 Business Days after entry of the Conditional Approval Order or as soon as reasonably practicable thereafter
Deadline to File Claims Objections for Plan Voting Purposes	May 22, 2026
Deadline to File Plan Supplement	May 26, 2026
Deadline to File Bankruptcy Rule 3018 Motions for Plan Voting Purposes	June 1, 2026 at 4:00 p.m. (Prevailing Central Time)
Voting Deadline (including the deadline to submit Release Opt-Out Forms and Release Opt-In Forms)	June 1, 2026 at 4:00 p.m. (Prevailing Central Time)
Combined Objection Deadline	June 1, 2026 at 4:00 p.m. (Prevailing Central Time)
Deadline for Solicitation Agent to File Plan Voting Report	June 4, 2026
Deadline to Reply to Combined Objections	June 4, 2026
Combined Hearing	June 5, 2026 at 9:00 a.m. (Prevailing Central Time)

BINDING NATURE OF THE PLAN:

IF CONFIRMED, THE PLAN WILL BIND ALL HOLDERS OF CLAIMS AND EQUITY INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT A HOLDER OF A CLAIM OR EQUITY INTEREST WILL RECEIVE OR RETAIN ANY PROPERTY OR EQUITY INTEREST IN PROPERTY UNDER THE PLAN, HAS FILED A PROOF OF CLAIM IN THESE CASES, OR FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

Exhibit 1

[Third-Party Release Provision]⁶

[Except as otherwise expressly set forth in the Plan or the Confirmation Order, on and after the Effective Date, pursuant to Bankruptcy Rule 9019 and to the fullest extent permitted by applicable law and approved by the Bankruptcy Court, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Global Debtor Release provided by the Global Debtor Releasing Parties above, each Non-Global Debtor Releasing Party⁷, on behalf of itself and any other Persons that might seek to claim under or through such Non-Global Debtor Releasing Party, including any Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, and agents, will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release to each of the Released Parties⁸ (and each such Released Party so released shall be deemed forever released by the Non-Global Debtor Releasing Parties) and their respective assets and properties

⁶ **[NTD]**: The Global Debtor Release, Third Party Release, and Exculpation provisions are subject to the outcome of the Special Restructuring Committee Independent Investigation.]

⁷ **“Non-Global Debtor Releasing Party”** means any Releasing Party that is not a Global Debtor.

[“Releasing Parties” means, collectively, and each solely in its capacity as such: (a) the Global Debtors, their Estates, and the Reorganized Global Debtors; (b) the DIP Agents and the DIP Lenders; (c) the New Capital Commitment Parties; (d) the Creditors’ Committee and each of its members solely in their capacity as members of the Creditors’ Committee; (e) the Ad Hoc Group and each of its members; (f) all Holders of Claims in Voting Classes that do not affirmatively elect to “opt out” of the Third-Party Release as provided on their respective Ballots; (g) all Holders of Claims in Classes 1 and 2 that do not affirmatively elect to “opt out” of the Third-Party Release as provided on their respective Release Opt-Out Forms; (h) all Holders of Claims or Interests in Classes 6-A, 6-B, 8, and 9 that affirmatively elect to “opt in” to the Third-Party Release as provided on their respective Release Opt-In Forms; and (i) each of such parties’ Related Parties for which such Entity is legally entitled to bind such Related Party to the releases contained in the Plan under applicable non-bankruptcy law; provided, however, that, in each case, the following Persons or Entities shall not be a Releasing Party: (A) all Holders of Claims that are presumed to accept the Plan who affirmatively opt out of the Third-Party Release by checking the box on the applicable notice of non-voting status indicating that they opt to not grant the Third-Party Release; (B) all Holders of Claims in Voting Classes who affirmatively opt out of the Third-Party Release by checking the box on the applicable ballot indicating that they opt not to grant the Third-Party Release; (C) all Holders of Claims or Interests that are deemed to reject the Plan and who do not affirmatively opt into the Third-Party Release by checking the box on the applicable notice of non-voting status indicating that they opt to grant the Third-Party Release; or (D) any Holder of a Claim or Interest who timely objects to the Third-Party Release and whose objection is not resolved before the Confirmation Date.]

⁸ **[“Released Parties”** means, collectively, and each solely in its capacity as such: (a) the Global Debtors, their Estates, and the Reorganized Global Debtors; (b) the DIP Agents and the DIP Lenders; (c) the New Capital Commitment Parties; (d) the Creditors’ Committee and each of its members solely in their capacity as members of the Creditors’ Committee; (e) the Ad Hoc Group and each of its members; and (f) each of such parties’ Related Parties (including, for the avoidance of doubt, each member of the Special Restructuring Committee and their Related Parties); provided that no Person or Entity shall be a Released Party, unless they are also a Releasing Party; provided, further that no Excluded Party will be a Released Party; provided, further that no Insider shall be a Released Party other than, as of the Effective Date, directors and officers of the Global Debtors or independent contractors retained by the Global Debtors that previously served as directors and officers of the Global Debtors.]

(the “**Third-Party Release**”) from any and all claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in Law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common Laws, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based on or relating to, or in any manner arising from, in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Global Debtors, including, without limitation: (a) the Global Debtors’ in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Special Restructuring Committee Independent Investigation, the Disclosure Statement, the Plan, or the Definitive Documents; (b) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan; (c) the business or contractual arrangements between any Global Debtor and any Released Parties; (d) the negotiation, formulation, or preparation of the Plan, the Disclosure Statement, the Plan Supplement, any materials prepared in connection with the Special Restructuring Committee Independent Investigation, the Definitive Documents, the DIP Documents (including with respect to the DIP Loans), the Exit ABL Facility Documents, the New Exit Facilities Documents, or any agreements, instruments or other documents related to any of the foregoing; (e) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases; (f) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Global Debtors or the Reorganized Global Debtors, as applicable; and/or (g) the Confirmation or consummation of the Plan or the solicitation of votes on the Plan that such Non-Global Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties.

Notwithstanding anything contained in the Plan to the contrary, the foregoing provisions of this Third-Party Release shall not operate to waive or release: (a) any post-Effective Date obligations of any party or Entity under the Plan, the obligations arising under any Definitive Document to the extent imposing obligations arising after the Effective Date (including, for the avoidance of doubt, those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan as set forth in the Plan, including the Exit ABL Facility Documents, the New Exit Facilities Documents, (b) the rights of Holders of Allowed Claims or Interests to receive distributions under the Plan, (c) any Retained Causes of Action, including Causes of Action included on the Schedule of Retained Causes of Action, (d) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party, as determined by a Final Order of a court of competent jurisdiction; and/or (e) the rights of such Non-Global Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court.

Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference

each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (d) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Global Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action of any kind whatsoever released pursuant to the Third-Party Release. Entry of the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third-Party Release.

Without limiting the generality of the foregoing, each Non-Global Debtor Releasing Party expressly waives and relinquishes any and all rights and benefits such party may have or conferred upon it under any federal, state, or local statute, rule, regulation, or principle of common law or equity that provides that a release does not extend to claims or Causes of Action that the claimant does not know or suspect to exist in its favor at the time of providing the release or that may in any way limit the effect or scope of the releases with respect to released claims or Causes of Action that such party did not know or suspect to exist in such party's favor at the time of providing the release, which in each case if known by it may have materially affected its settlement with any Released Party, including, without limitation, California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Each of the Non-Global Debtor Releasing Parties expressly acknowledges that the releases and covenants not to sue contained in the Plan are effective regardless of whether those released matters or released claims or Causes of Action are presently known or unknown, suspected or unsuspected, or foreseen or unforeseen.]

Exhibit 4

Release Opt-Out Form

RELEASE OPT-OUT FORM

You are receiving this release opt-out form (the “Release Opt-Out Form”) because you are or may be a Holder of one or more Claims in Classes 1 or 2 under the *Joint Chapter 11 Plan of Saks Global Enterprises LLC and Its Global Debtor Affiliates* [Docket No. [●]] (as may be amended, modified, or supplemented from time to time, the “Plan”).¹ Holders of Claims in Classes 1 and 2 are Unimpaired and are deemed to accept the Plan. Therefore, you will not be receiving a ballot to vote on the Plan.

As of the Effective Date of the Plan, certain release, injunction and exculpation provisions set forth in the Plan will become effective, including a release by holders of Claims and Equity Interests as set forth in Section 11.3 of the Plan (the “Third-Party Release”). The Third-Party Release provisions are attached as **Schedule A** to this Release Opt-Out Form. You may choose to opt out of the Third-Party Release set forth in Section 11.3 of the Plan by following the instructions set forth in this Release Opt-Out Form.

IF YOU WISH TO OPT OUT OF THE THIRD-PARTY RELEASE SET FORTH IN SECTION 11.3 OF THE PLAN:

(1) PLEASE COMPLETE, SIGN, AND DATE THIS RELEASE OPT-OUT FORM AND RETURN IT TO STRETTO, INC. (THE “SOLICITATION AGENT”) IN THE PREPAID, PRE-ADDRESSED BUSINESS REPLY ENVELOPE PROVIDED OR BY FIRST-CLASS MAIL, OVERNIGHT OR HAND DELIVERY TO:

<p>Saks Global Enterprises LLC, et al. Ballot Processing c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602</p>

OR

(2) SUBMIT YOUR CUSTOMIZED, ELECTRONIC RELEASE OPT-OUT FORM VIA THE SOLICITATION AGENT’S E-BALLOT PORTAL AS FOLLOWS:

Please visit the Global Debtors’ restructuring website at <https://cases.stretto.com/saks>. Click on the “File a Ballot” section of the Global Debtors’ website and follow the directions to submit your Release Opt-Out Form. If you choose to submit your Release Opt-Out Form via the Solicitation Agent’s E-Ballot system (the “E-Ballot Portal”), you should not also return a hard copy of your Release Opt-Out Form.

IMPORTANT NOTE: You will need the following information to retrieve and submit the customized electronic version of your Release Opt-Out Form:

¹ Capitalized terms used but not defined herein shall have the meaning given to them in the Plan.

Unique Opt-Out Password#: _____

The online E-Ballot portal is the sole manner in which your Release Opt-Out Form will be accepted via electronic or online transmission. Release Opt-Out Forms submitted by facsimile or email will not be counted.

THIS RELEASE OPT-OUT FORM MUST BE ACTUALLY RECEIVED, REGARDLESS OF THE METHOD OF SUBMISSION, BY THE SOLICITATION AGENT ON OR BEFORE THE VOTING DEADLINE OF JUNE 1, 2026 AT 4:00 P.M. (PREVAILING CENTRAL TIME) (THE “RELEASE OPT-OUT DEADLINE”). IF THIS RELEASE OPT-OUT FORM IS RECEIVED AFTER THE RELEASE OPT-OUT DEADLINE, IT WILL NOT BE COUNTED BY THE SOLICITATION AGENT AND YOU WILL BE DEEMED TO HAVE CONSENTED TO THE THIRD-PARTY RELEASE SET FORTH IN SECTION 11.3 OF THE PLAN.

* * *

PLEASE COMPLETE THE FOLLOWING:

Item 1. Opt-Out for Third-Party Release. By checking this box, the undersigned Holder of a Claim in Class 1 or 2:

- Elects not to grant (and therefore OPTS OUT OF) the Third-Party Release contained in Section 11.3 of the Plan (which is copied on Schedule A hereto).**

Your recovery under the Plan remains the same regardless of whether you elect to opt out of the Third-Party Release provisions in the Plan.

PLEASE BE ADVISED THAT BY CHECKING THE BOX ABOVE YOU ELECT NOT TO GRANT THE THIRD-PARTY RELEASE AGAINST EACH PARTY THAT IS A “RELEASED PARTY” AS THAT TERM IS DEFINED IN THE PLAN. YOU MUST AFFIRMATIVELY CHECK THE BOX ABOVE IN ORDER TO OPT OUT OF THE THIRD-PARTY RELEASE.

Item 2. Certifications. By signing this Release Opt-Out Form, the undersigned certifies to the Court and the Global Debtors that:

- a. the undersigned is either (i) the Holder of Claims as set forth above or (ii) an authorized signatory for an entity that is the Holder of the Claims set forth above;
- b. the undersigned has submitted the same election concerning the releases with respect to all Claims in a single Class as set forth above; and
- c. no other Release Opt-Out Form with respect to the Holder’s Claims has been completed or, if any other Release Opt-Out Forms have been submitted with respect to such Claims, then any such Release Opt-Out Forms are hereby revoked.

Name of Holder:	_____
	(Print or Type)
Signature:	_____
Name of Signatory:	_____
	(If other than the Holder)
Title:	_____
Address:	_____

Telephone Number:	_____
Email:	_____
Date Completed:	_____

Schedule A

[Third-Party Release Provision]²

[Except as otherwise expressly set forth in the Plan or the Confirmation Order, on and after the Effective Date, pursuant to Bankruptcy Rule 9019 and to the fullest extent permitted by applicable law and approved by the Bankruptcy Court, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Global Debtor Release provided by the Global Debtor Releasing Parties above, each Non-Global Debtor Releasing Party³, on behalf of itself and any other Persons that might seek to claim under or through such Non-Global Debtor Releasing Party, including any Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, and agents, will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release to each of the Released Parties⁴ (and each such Released Party so released shall be deemed forever released by the Non-Global Debtor Releasing Parties) and their respective assets and properties

² [NTD: The Global Debtor Release, Third Party Release, and Exculpation provisions are subject to the outcome of the Special Restructuring Committee Independent Investigation.]

³ “Non-Global Debtor Releasing Party” means any Releasing Party that is not a Global Debtor.

[“Releasing Parties” means, collectively, and each solely in its capacity as such: (a) the Global Debtors, their Estates, and the Reorganized Global Debtors; (b) the DIP Agents and the DIP Lenders; (c) the New Capital Commitment Parties; (d) the Creditors’ Committee and each of its members solely in their capacity as members of the Creditors’ Committee; (e) the Ad Hoc Group and each of its members; (f) all Holders of Claims in Voting Classes that do not affirmatively elect to “opt out” of the Third-Party Release as provided on their respective Ballots; (g) all Holders of Claims in Classes 1 and 2 that do not affirmatively elect to “opt out” of the Third-Party Release as provided on their respective Release Opt-Out Forms; (h) all Holders of Claims or Interests in Classes 6-A, 6-B, 8, and 9 that affirmatively elect to “opt in” to the Third-Party Release as provided on their respective Release Opt-In Forms; and (i) each of such parties’ Related Parties for which such Entity is legally entitled to bind such Related Party to the releases contained in the Plan under applicable non-bankruptcy law; provided, however, that, in each case, the following Persons or Entities shall not be a Releasing Party: (A) all Holders of Claims that are presumed to accept the Plan who affirmatively opt out of the Third-Party Release by checking the box on the applicable notice of non-voting status indicating that they opt to not grant the Third-Party Release; (B) all Holders of Claims in Voting Classes who affirmatively opt out of the Third-Party Release by checking the box on the applicable ballot indicating that they opt not to grant the Third-Party Release; (C) all Holders of Claims or Interests that are deemed to reject the Plan and who do not affirmatively opt into the Third-Party Release by checking the box on the applicable notice of non-voting status indicating that they opt to grant the Third-Party Release; or (D) any Holder of a Claim or Interest who timely objects to the Third-Party Release and whose objection is not resolved before the Confirmation Date.]

⁴ [“Released Parties” means, collectively, and each solely in its capacity as such: (a) the Global Debtors, their Estates, and the Reorganized Global Debtors; (b) the DIP Agents and the DIP Lenders; (c) the New Capital Commitment Parties; (d) the Creditors’ Committee and each of its members solely in their capacity as members of the Creditors’ Committee; (e) the Ad Hoc Group and each of its members; and (f) each of such parties’ Related Parties (including, for the avoidance of doubt, each member of the Special Restructuring Committee and their Related Parties); provided that no Person or Entity shall be a Released Party, unless they are also a Releasing Party; provided, further that no Excluded Party will be a Released Party; provided, further that no Insider shall be a Released Party other than, as of the Effective Date, directors and officers of the Global Debtors or independent contractors retained by the Global Debtors that previously served as directors and officers of the Global Debtors.]

(the “**Third-Party Release**”) from any and all claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in Law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common Laws, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based on or relating to, or in any manner arising from, in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Global Debtors, including, without limitation: (a) the Global Debtors’ in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Special Restructuring Committee Independent Investigation, the Disclosure Statement, the Plan, or the Definitive Documents; (b) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan; (c) the business or contractual arrangements between any Global Debtor and any Released Parties; (d) the negotiation, formulation, or preparation of the Plan, the Disclosure Statement, the Plan Supplement, any materials prepared in connection with the Special Restructuring Committee Independent Investigation, the Definitive Documents, the DIP Documents (including with respect to the DIP Loans), the Exit ABL Facility Documents, the New Exit Facilities Documents, or any agreements, instruments or other documents related to any of the foregoing; (e) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases; (f) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Global Debtors or the Reorganized Global Debtors, as applicable; and/or (g) the Confirmation or consummation of the Plan or the solicitation of votes on the Plan that such Non-Global Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties.

Notwithstanding anything contained in the Plan to the contrary, the foregoing provisions of this Third-Party Release shall not operate to waive or release: (a) any post-Effective Date obligations of any party or Entity under the Plan, the obligations arising under any Definitive Document to the extent imposing obligations arising after the Effective Date (including, for the avoidance of doubt, those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan as set forth in the Plan, including the Exit ABL Facility Documents, the New Exit Facilities Documents, (b) the rights of Holders of Allowed Claims or Interests to receive distributions under the Plan, (c) any Retained Causes of Action, including Causes of Action included on the Schedule of Retained Causes of Action, (d) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party, as determined by a Final Order of a court of competent jurisdiction; and/or (e) the rights of such Non-Global Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court.

Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference

each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (d) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Global Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action of any kind whatsoever released pursuant to the Third-Party Release. Entry of the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third-Party Release.

Without limiting the generality of the foregoing, each Non-Global Debtor Releasing Party expressly waives and relinquishes any and all rights and benefits such party may have or conferred upon it under any federal, state, or local statute, rule, regulation, or principle of common law or equity that provides that a release does not extend to claims or Causes of Action that the claimant does not know or suspect to exist in its favor at the time of providing the release or that may in any way limit the effect or scope of the releases with respect to released claims or Causes of Action that such party did not know or suspect to exist in such party's favor at the time of providing the release, which in each case if known by it may have materially affected its settlement with any Released Party, including, without limitation, California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Each of the Non-Global Debtor Releasing Parties expressly acknowledges that the releases and covenants not to sue contained in the Plan are effective regardless of whether those released matters or released claims or Causes of Action are presently known or unknown, suspected or unsuspected, or foreseen or unforeseen.]

Exhibit 5

Release Opt-In Form

RELEASE OPT-IN FORM

You are receiving this release opt-in form (the “Release Opt-In Form”) because you are or may be a Holder of one or more Claims or Interests in Classes [●] under the *Joint Chapter 11 Plan of Saks Global Enterprises LLC and Its Global Debtor Affiliates* [Docket No. [●]] (as may be amended, modified, or supplemented from time to time, the “Plan”).¹ Holders of Claims and Interests in Classes [●] (the “Deemed Rejecting Classes”) are not entitled to any recovery under the Plan and are deemed to reject the Plan. Therefore, you will not be receiving a ballot to vote on the Plan.

As of the Effective Date of the Plan, certain release, injunction and exculpation provisions set forth in the Plan will become effective, including a release by holders of Claims and Equity Interests as set forth in Section 11.3 of the Plan (the “Third-Party Release”). The Third-Party Release provisions are attached as **Schedule A** to this Release Opt-In Form. **A Holder of a Claim or Interest in a Deemed Rejecting Class will not be deemed to have consented to the Third-Party Release unless such Holder opts in to the Third-Party Release.** You may choose to opt in to the Third-Party Release set forth in Section 11.3 of the Plan by following the instructions set forth in this Release Opt-In Form.

IF YOU WISH TO OPT IN TO THE THIRD-PARTY RELEASE SET FORTH IN SECTION 11.3 OF THE PLAN:

(1) PLEASE COMPLETE, SIGN, AND DATE THIS RELEASE OPT-IN FORM AND RETURN IT TO STRETTO, INC. (THE “SOLICITATION AGENT”) IN THE PREPAID, PRE-ADDRESSED BUSINESS REPLY ENVELOPE PROVIDED OR BY FIRST-CLASS MAIL, OVERNIGHT OR HAND DELIVERY TO:

<p>Saks Global Enterprises LLC, et al. Ballot Processing c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602</p>

OR

(2) SUBMIT YOUR CUSTOMIZED, ELECTRONIC RELEASE OPT-IN FORM VIA THE SOLICITATION AGENT’S E-BALLOT PORTAL AS FOLLOWS:

Please visit the Global Debtors’ restructuring website at <https://cases.stretto.com/saks>. Click on the “File a Ballot” section of the Global Debtors’ website and follow the directions to submit your Release Opt-In Form. If you choose to submit your Release Opt-In Form via the Solicitation Agent’s E-Ballot system (the “E-Ballot Portal”), you should not also return a hard copy of your Release Opt-In Form

¹ Capitalized terms used but not defined herein shall have the meaning given to them in the Plan.

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

Unique Opt-In Password#: _____

For holders of Claims in Classes [●] that wish to submit their Release Opt-In Form via the E Ballot Portal, please visit the “File a Ballot” section of the Global Debtors’ website and follow the directions to request a unique password and complete the Release Opt-In Form.²

The online E-Ballot Portal is the sole manner in which your Release Opt-In Form will be accepted via electronic or online transmission. Release Opt-In Forms submitted by facsimile or email will not be counted.

THIS RELEASE OPT-IN FORM MUST BE ACTUALLY RECEIVED, REGARDLESS OF THE METHOD OF SUBMISSION, BY THE SOLICITATION AGENT ON OR BEFORE THE VOTING DEADLINE OF JUNE 1, 2026 AT 4:00 P.M. (PREVAILING CENTRAL TIME) (THE “RELEASE OPT-IN DEADLINE”). IF THIS RELEASE OPT-IN FORM IS RECEIVED AFTER THE RELEASE OPT-IN DEADLINE, IT WILL NOT BE COUNTED BY THE SOLICITATION AGENT AND YOU WILL NOT HAVE CONSENTED TO THE THIRD-PARTY RELEASE SET FORTH IN SECTION 11.3 OF THE PLAN.

* * *

² CUSIP identifiers for [●] are as follows: [●].

PLEASE COMPLETE THE FOLLOWING:

Item 1. Opt-In for Third-Party Release. By checking this box, the undersigned Holder of a Claim or Interest in Class []:

- Elects to grant (and therefore OPTS IN TO) the Third-Party Release contained in Section 11.3 of the Plan (which is copied on Schedule A hereto).

Your treatment under the Plan remains the same regardless of whether you elect to opt in to the Third-Party Release provisions in the Plan.

PLEASE BE ADVISED THAT BY CHECKING THE BOX ABOVE YOU ELECT TO GRANT THE THIRD-PARTY RELEASE AGAINST EACH PARTY THAT IS A “RELEASED PARTY” AS THAT TERM IS DEFINED IN THE PLAN. YOU MUST AFFIRMATIVELY CHECK THE BOX ABOVE IN ORDER TO OPT IN TO THE THIRD-PARTY RELEASE.

Item 2. Certifications. By signing this Release Opt-In Form, the undersigned certifies to the Court and the Global Debtors that:

- a. the undersigned is either (i) the Holder of Claims or Interests as set forth above or (ii) an authorized signatory for an entity that is the Holder of the Claims or Interests set forth above;
- b. the undersigned has submitted the same election concerning the releases with respect to all Claims or Interests in a single Class as set forth above; and
- c. no other Release Opt-In Form with respect to the Holder’s Claims or Interests has been completed or, if any other Release Opt-In Forms have been submitted with respect to such Claims or Equity Interests, then any such Release Opt-In Forms are hereby revoked.

Name of Holder:	_____
	(Print or Type)
Signature:	_____
Name of Signatory:	_____
	(If other than the Holder)
Title:	_____
Address:	_____

Telephone Number:	_____
Email:	_____
Date Completed:	_____

Schedule A

[Third-Party Release Provision]³

[Except as otherwise expressly set forth in the Plan or the Confirmation Order, on and after the Effective Date, pursuant to Bankruptcy Rule 9019 and to the fullest extent permitted by applicable law and approved by the Bankruptcy Court, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Global Debtor Release provided by the Global Debtor Releasing Parties above, each Non-Global Debtor Releasing Party⁴, on behalf of itself and any other Persons that might seek to claim under or through such Non-Global Debtor Releasing Party, including any Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, and agents, will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release to each of the Released Parties⁵ (and each such Released Party so released shall be deemed forever released by the Non-Global Debtor Releasing Parties) and their respective assets and properties

³ **[NTD]**: The Global Debtor Release, Third Party Release, and Exculpation provisions are subject to the outcome of the Special Restructuring Committee Independent Investigation.]

⁴ **“Non-Global Debtor Releasing Party”** means any Releasing Party that is not a Global Debtor.

["Releasing Parties"] means, collectively, and each solely in its capacity as such: (a) the Global Debtors, their Estates, and the Reorganized Global Debtors; (b) the DIP Agents and the DIP Lenders; (c) the New Capital Commitment Parties; (d) the Creditors' Committee and each of its members solely in their capacity as members of the Creditors' Committee; (e) the Ad Hoc Group and each of its members; (f) all Holders of Claims in Voting Classes that do not affirmatively elect to "opt out" of the Third-Party Release as provided on their respective Ballots; (g) all Holders of Claims in Classes 1 and 2 that do not affirmatively elect to "opt out" of the Third-Party Release as provided on their respective Release Opt-Out Forms; (h) all Holders of Claims or Interests in Classes 6-A, 6-B, 8, and 9 that affirmatively elect to "opt in" to the Third-Party Release as provided on their respective Release Opt-In Forms; and (i) each of such parties' Related Parties for which such Entity is legally entitled to bind such Related Party to the releases contained in the Plan under applicable non-bankruptcy law; provided, however, that, in each case, the following Persons or Entities shall not be a Releasing Party: (A) all Holders of Claims that are presumed to accept the Plan who affirmatively opt out of the Third-Party Release by checking the box on the applicable notice of non-voting status indicating that they opt to not grant the Third-Party Release; (B) all Holders of Claims in Voting Classes who affirmatively opt out of the Third-Party Release by checking the box on the applicable ballot indicating that they opt not to grant the Third-Party Release; (C) all Holders of Claims or Interests that are deemed to reject the Plan and who do not affirmatively opt into the Third-Party Release by checking the box on the applicable notice of non-voting status indicating that they opt to grant the Third-Party Release; or (D) any Holder of a Claim or Interest who timely objects to the Third-Party Release and whose objection is not resolved before the Confirmation Date.]

⁵ **["Released Parties"]** means, collectively, and each solely in its capacity as such: (a) the Global Debtors, their Estates, and the Reorganized Global Debtors; (b) the DIP Agents and the DIP Lenders; (c) the New Capital Commitment Parties; (d) the Creditors' Committee and each of its members solely in their capacity as members of the Creditors' Committee; (e) the Ad Hoc Group and each of its members; and (f) each of such parties' Related Parties (including, for the avoidance of doubt, each member of the Special Restructuring Committee and their Related Parties); provided that no Person or Entity shall be a Released Party, unless they are also a Releasing Party; provided, further that no Excluded Party will be a Released Party; provided, further that no Insider shall be a Released Party other than, as of the Effective Date, directors and officers of the Global Debtors or independent contractors retained by the Global Debtors that previously served as directors and officers of the Global Debtors.]

(the “**Third-Party Release**”) from any and all claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in Law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common Laws, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based on or relating to, or in any manner arising from, in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Global Debtors, including, without limitation: (a) the Global Debtors’ in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Special Restructuring Committee Independent Investigation, the Disclosure Statement, the Plan, or the Definitive Documents; (b) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan; (c) the business or contractual arrangements between any Global Debtor and any Released Parties; (d) the negotiation, formulation, or preparation of the Plan, the Disclosure Statement, the Plan Supplement, any materials prepared in connection with the Special Restructuring Committee Independent Investigation, the Definitive Documents, the DIP Documents (including with respect to the DIP Loans), the Exit ABL Facility Documents, the New Exit Facilities Documents, or any agreements, instruments or other documents related to any of the foregoing; (e) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases; (f) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Global Debtors or the Reorganized Global Debtors, as applicable; and/or (g) the Confirmation or consummation of the Plan or the solicitation of votes on the Plan that such Non-Global Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties.

Notwithstanding anything contained in the Plan to the contrary, the foregoing provisions of this Third-Party Release shall not operate to waive or release: (a) any post-Effective Date obligations of any party or Entity under the Plan, the obligations arising under any Definitive Document to the extent imposing obligations arising after the Effective Date (including, for the avoidance of doubt, those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan as set forth in the Plan, including the Exit ABL Facility Documents, the New Exit Facilities Documents, (b) the rights of Holders of Allowed Claims or Interests to receive distributions under the Plan, (c) any Retained Causes of Action, including Causes of Action included on the Schedule of Retained Causes of Action, (d) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party, as determined by a Final Order of a court of competent jurisdiction; and/or (e) the rights of such Non-Global Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court.

Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference

each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (d) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Global Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action of any kind whatsoever released pursuant to the Third-Party Release. Entry of the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third-Party Release.

Without limiting the generality of the foregoing, each Non-Global Debtor Releasing Party expressly waives and relinquishes any and all rights and benefits such party may have or conferred upon it under any federal, state, or local statute, rule, regulation, or principle of common law or equity that provides that a release does not extend to claims or Causes of Action that the claimant does not know or suspect to exist in its favor at the time of providing the release or that may in any way limit the effect or scope of the releases with respect to released claims or Causes of Action that such party did not know or suspect to exist in such party's favor at the time of providing the release, which in each case if known by it may have materially affected its settlement with any Released Party, including, without limitation, California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Each of the Non-Global Debtor Releasing Parties expressly acknowledges that the releases and covenants not to sue contained in the Plan are effective regardless of whether those released matters or released claims or Causes of Action are presently known or unknown, suspected or unsuspected, or foreseen or unforeseen.]