

ENTERED

September 24, 2024

Nathan Ochsner, Clerk

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

In re:	§	Chapter 11
DRF LOGISTICS, LLC, <i>et al.</i> ,	§	Case No. 24-90447 (CML)
Debtors. ¹	§	(Jointly Administered)
	§	Re: Docket Nos. 116 & 151

**ORDER (I) APPROVING DISCLOSURE STATEMENT,
(II) ESTABLISHING SOLICITATION, VOTING, AND RELATED
PROCEDURES, (III) SCHEDULING CONFIRMATION HEARING,
(IV) APPROVING NOTICE PROCEDURES FOR ASSUMPTION
OR REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED
LEASES, (V) ESTABLISHING NOTICE AND OBJECTION PROCEDURES
FOR CONFIRMATION OF PLAN, AND (VI) GRANTING RELATED RELIEF**

Upon the motion, dated August 23, 2024 (the “**Motion**”),² of DRF Logistics, LLC, and DRF, LLC, as debtors and debtors in possession in the above captioned chapter 11 cases (together, the “**Debtors**”), pursuant to sections 365, 1125, 1126, and 1128 of the Bankruptcy Code, Bankruptcy Rules 2002, 3016, 3017, 3018, 3020, 6006, and 9006, Bankruptcy Local Rules 2002-1 and 3016-1, and the Complex Case Procedures, for entry of an order:

- i. approving the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code;
- ii. approving the Solicitation and Voting Procedures, substantially in the form attached hereto as Schedule 1;
- iii. approving the form and manner of the Confirmation Hearing Notice substantially in the form attached hereto as Schedule 2;
- iv. establishing September 23, 2024 as the Voting Record Date;

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are: DRF Logistics, LLC (6861) and DRF, LLC (7236). The Debtors’ mailing address is 7171 Southwest Parkway, Bldg. 300, Suite 400, Austin, TX 78735.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

- v. approving the Ballots, substantially in the forms attached hereto as Schedules 3A–C;
- vi. approving the Notice of Non-Voting Status, substantially in the form attached hereto as Schedule 4;
- vii. finding that the Solicitation Packages comply with Bankruptcy Rules 2002(b) and 3017(d);
- viii. establishing November 8, 2024 at 4:00 p.m. (Central Time) as the Voting Deadline;
- ix. approving procedures for assumption, assumption and assignment, or rejection of Contracts; and
- i. granting related relief.

all as more fully set forth in the Motion; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing to consider the relief requested in the Motion; and all objections, if any, to the Motion have been withdrawn, resolved, or overruled; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the is in the best interests of the Debtors and their respective estates and creditors; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

Approval of Disclosure Statement

1. The Disclosure Statement is hereby APPROVED as providing holders of Claims and Interests entitled to vote on the Plan with adequate information to make an informed decision as to whether to vote to accept or reject the Plan within the meaning of section 1125 of the Bankruptcy Code and complies with Bankruptcy Rule 3016(c). No further or additional information is necessary or required.

2. The Disclosure Statement (including all applicable exhibits thereto) provides holders of Claims and Interests and other parties in interest with sufficient notice of the proposed settlement, injunction, exculpation, and release provisions contained in Article XI of the Plan in accordance with Bankruptcy Rule 3016(c).

3. The notice provided to the parties entitled to notice, pursuant to Bankruptcy Rules 2002 and 3017 and Bankruptcy Local Rule 2002-1, of the time, date, and place of the Disclosure Statement Hearing and the Disclosure Statement Objection Deadline, including the form and content of the Disclosure Statement Hearing Notice, was due, proper, and adequate notice, and complied with due process and Bankruptcy Rules 2002 and 3017 and Bankruptcy Local Rule 2002-1. No further or additional notice is necessary or required.

4. All objections, if any, to approval of the Disclosure Statement, the Motion, or any of the procedures, exhibits, or schedules referenced therein that have not been withdrawn or resolved as provided for in the record of the Disclosure Statement Hearing are overruled.

Approval of Solicitation and Voting Procedures and Materials and Timeline for Soliciting Votes for Confirming Plan.

Solicitation and Voting Procedures

5. The Solicitation and Voting Procedures, attached hereto as **Schedule 1**, provide for a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code and Bankruptcy Rules 3017 and 3018 and are hereby approved in their entirety.

6. The Debtors are hereby authorized to solicit, receive, and tabulate votes to accept the Plan in accordance with the Solicitation and Voting Procedures. The solicitation period during which the Debtors will solicit votes to accept or reject the Plan is a reasonable and sufficient period of time for holders of Claims and Interests in the Voting Classes to make an informed decision regarding whether to accept or reject the Plan and timely return Ballots evidencing such decision.

Solicitation and Confirmation Timeline

7. The following dates and deadlines are hereby established (subject to modification as necessary) with respect to the solicitation of the Plan, voting on the Plan, and confirmation of the Plan:

Event	Deadline
Disclosure Statement Hearing	September 23, 2024 at 1:00 p.m.³
Voting Record Date	September 23, 2024
Solicitation Mailing Deadline	No later than three business days after entry of this Order
Supplemental Solicitation Date	No later than three business days after the General Bar Date
Deadline for Publication of Confirmation Hearing Notice	As soon as reasonably practicable after entry of this Order (but in no event later than 28 days before the Plan Objection Deadline)

³ All times listed in this table are in prevailing Central Time.

Event	Deadline
Deadline to file Claim Objection or Request Claim Estimation for Voting Purposes	October 14, 2024 at 4:00 p.m.
Rule 3018(a) Motion Deadline	October 28, 2024 at 4:00 p.m.
Plan Supplement Filing Deadline	November 1, 2024 at 11:59 p.m.
Voting Deadline	November 8, 2024 at 4:00 p.m.
Plan Objection Deadline	November 8, 2024 at 4:00 p.m.
Voting Report Deadline	November 12, 2024
Deadline to File Confirmation Brief and Reply to Plan Objection(s)	November 13, 2024 at 11:59 p.m.
Confirmation Hearing	November 19, 2024 at 9:00 a.m.

Solicitation Packages

8. The Solicitation Packages, and each of the documents contained therein (substantially in the form attached hereto), are APPROVED.

9. The Debtors shall mail the Solicitation Packages (i) except as set forth in clause (ii) hereof, on or before the Solicitation Mailing Deadline to holders of Claims and Interests in Voting Classes entitled to vote on the Plan as of the Voting Record Date, and (ii) with respect to any party who files a proof of claim by the General Bar Date on account of a Claim in a Voting Class and who has not previously received a Solicitation Package, on or before the Supplemental Solicitation Date, in each case, as required by Bankruptcy Rule 3017(d). The Debtors shall also provide complete Solicitation Packages (excluding Ballots) to the U.S. Trustee and all parties required to be notified under Bankruptcy Rule 2002 and Bankruptcy Local Rule 2002-1.

10. Solicitation Packages shall contain copies of:

- (a) this Order (without attachments, except as set forth below);
- (b) the Disclosure Statement with all exhibits thereto, including the Plan;
- (c) the Solicitation and Voting Procedures;
- (d) a Statement from the Creditors' Committee;

- (e) the Confirmation Hearing Notice;
- (f) the applicable form of Ballot; and
- (g) a postage-prepaid return envelope.

11. The Debtors are authorized to serve the Plan, Disclosure Statement, and this Order (without attachments except the Solicitation and Voting Procedures) via USB flash drive, such that only Ballots, and the Confirmation Hearing Notice shall be served in paper format. Any creditor for which service by USB flash drive imposes a hardship may request an additional copy of the Disclosure Statement (and attachments) and this Order (without attachments except the Solicitation and Voting Procedures) in paper format by contacting Stretto through (i) e-mail at DRFInquiries@stretto.com, (ii) by writing to DRF Logistics, LLC, *et al.* Ballot Processing, c/o Stretto, 410 Exchange Suite 100, Irvine, CA 92602, or (iii) via telephone at (855) 314-0664 (U.S./Canada Toll-Free) or + 1 (714) 716-1968 (outside of the U.S.). Upon receipt of an email, telephonic, or written request, the Debtors shall provide such creditor with a paper copy of the Plan, the Disclosure Statement, and/or this Order at no cost to the creditor as soon as reasonably practicable thereafter.

12. The Solicitation Agent is authorized to assist the Debtors in (i) distributing the Solicitation Packages, (ii) receiving, tabulating, and reporting on Ballots cast to accept or reject the Plan by holders of Claims or Interests, (iii) responding to inquiries from holders of Claims or Interests and other parties in interest relating to the Disclosure Statement, the Plan, the Ballots, the Solicitation Packages, and all other related documents and matters related thereto, including the procedures and requirements for voting to accept or reject the Plan and for objecting to the Plan, (iv) soliciting votes on the Plan, and (v) if necessary or appropriate, contacting creditors and

equityholders regarding the Plan, the Ballots, the Solicitation Packages and all other related documents and matters related thereto.⁴

13. The Solicitation Agent is authorized to accept Ballots (i) by first-class mail in the return envelope provided with each Ballot, (ii) by overnight courier, (iii) by hand delivery, or (iv) via Stretto's online balloting portal at <https://cases.stretto.com/drfllogistics>. The encrypted Ballot data and audit trail created by electronic submission via Stretto's E-Ballot shall become part of the record of any Ballot submitted in this manner and the creditor's electronic signature shall be deemed to be immediately legally valid and effective.

14. The Debtors are authorized, but not required, to, in consultation with the Creditors' Committee, (i) waive any defects or irregularities as to any Ballot at any time, either before or after the Voting Deadline, or (ii) extend the Voting Deadline; *provided, however*, that any such waivers or extensions shall be documented in the Voting Report.

15. The Debtors are not required to mail Solicitation Packages or Notices of Non-Voting Status to holders of Claims or Interests (i) who have Claims that have already been paid in full during these chapter 11 cases, (ii) whose prior mailings in these chapter 11 cases were returned as undeliverable and who have not provided a forwarding address by the Voting Record Date, or (iii) who hold Class 5 (Interdebtor Claims) or Class 6B (Interdebtor Interests). In the event that Solicitation Packages or Notices of Non-Voting Status are returned as undeliverable, the Debtors shall be excused from re-mailing such Solicitation Packages or Notices of Non-Voting Status. The failure to re-mail such Solicitation Packages, Notices of Non-Voting Status, or any other materials related to voting or confirmation of the Plan to such entities will not constitute

⁴ For purposes of serving the Solicitation Packages, the Debtors are authorized to rely on the address information for Voting and Non-Voting Classes as compiled, updated, and maintained by the Solicitation Agent as of the Voting Record Date, and the Debtors and the Solicitation Agent are not required to conduct any additional research for updated addresses based on undeliverable Solicitations Packages (including Ballots).

inadequate notice of the Confirmation Hearing or the Voting Deadline and shall not constitute a violation of Bankruptcy Rule 3017.

Notice of Non-Voting Status

16. The Notice of Non-Voting Status is APPROVED.

17. The proposed form and manner of service of the Notice of Non-Voting Status provide due, proper, and adequate notice, comport with due process, and comply with all applicable Bankruptcy Rules and Bankruptcy Local Rules. No further notice is required or necessary.

18. Except to the extent that the Debtors determine otherwise, the Debtors are not required to provide Solicitation Packages to holders of Claims or Interests in Non-Voting Classes, as such holders are not entitled to vote on the Plan. Instead, on or before the Solicitation Mailing Deadline, or as soon as reasonably practicable thereafter, the Solicitation Agent shall mail a Notice of Non-Voting Status, substantially in the form attached hereto as **Schedule 4**, and a Confirmation Hearing Notice, substantially in the form attached hereto as **Schedule 2**, to the holders of (i) Class 1 (Other Priority Claims) and (ii) Class 2 (Other Secured Claims) in lieu of a Solicitation Package. The requirement to serve a Notice of Non-Voting Status, Confirmation Hearing Notice, or any other type of notice in connection with solicitation of the Plan to holders of Claims or Interests in Class 5 (Interdebtor Claims) or Class 6B (Intercompany Interests) is hereby waived.

Confirmation Hearing Notice

19. The Confirmation Hearing Notice is APPROVED.

20. The form and proposed manner of service of the Confirmation Hearing Notice provide due, proper, and adequate notice, comport with due process, and comply with all

applicable Bankruptcy Rules and Bankruptcy Local Rules. No further notice is required or necessary.

21. The Debtors are authorized to give supplemental publication notice of the Confirmation Hearing, no later than 28 days prior to the Confirmation Hearing, in one or more local or foreign newspapers, trade journals, or similar publications as the Debtors deem appropriate.

Confirmation Hearing

22. The Confirmation Hearing will begin on **November 19, 2024 at 9:00 a.m. (Central Time)**; *provided, however*, that the Confirmation Hearing may be adjourned or continued from time to time by this Court or the Debtors without further notice other than adjournments announced in open Court or a notice of adjournment filed with the Court.

Plan Objection Procedures

23. The Plan Objection Deadline shall be **November 8, 2024 at 4:00 p.m. (Central Time)**.

24. Objections and responses, if any, to confirmation of the Plan, must (i) be in writing, (ii) conform to the Bankruptcy Rules and the Bankruptcy Local Rules, and any order of the Court, (iii) set forth the name of the objecting party, and (iv) provide the basis for the objection, and the specific grounds therefor. Registered users of this Court's case filing system must electronically file their objections and responses on or before the Plan Objection Deadline. All other parties in interest must file their objections and responses in writing with the United States Bankruptcy Court Clerk's Office, Nathan Ochsner, United States Courthouse, 515 Rusk Avenue, Houston, Texas 77002, on or before the Plan Objection Deadline.

25. Pursuant to Bankruptcy Rule 3020(b), if no objection is timely filed, this Court may determine that the Plan has been proposed in good faith and not by any means forbidden by law without receiving evidence on such issues.

26. The Debtors and any parties in interest are authorized to file and serve replies or an omnibus reply to any such objections along with the Confirmation Brief either separately or in a single, consolidated document on or before **November 13, 2024 at 11:59 p.m. (Central Time)**.

Approval of Notice to Executory Contract and Unexpired Lease Counterparties

27. The procedures set forth in the Motion regarding notice to all parties of the assumption, assumption and assignment, or rejection of the Contracts, provide due, proper, and adequate notice, comport with due process and comply with Bankruptcy Rules 2002, 3017 and 3020, and are hereby approved. No further or additional notice is required or necessary.

Plan Supplement Filing Deadline

28. The Plan Supplement Filing Deadline shall be **November 1, 2024 at 11:59 p.m. (Central Time)**.

General

29. The Debtors are authorized to make non-substantive changes, to the Disclosure Statement, the Plan, the Ballots, and related documents without further order of the Court including changes to correct typographical and grammatical errors and to make conforming changes among the Disclosure Statement, the Plan, and any other materials in the Solicitation Packages prior to mailing.

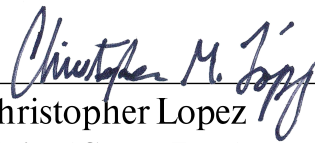
30. Nothing contained in the Motion or this Order or any payment made pursuant to the authority granted by this Order is intended to be or shall be deemed as (i) an admission as to the validity of any claim against the Debtors, (ii) a waiver of the Debtors' or any party in

interest's rights to dispute the amount of, basis for, or validity of any claim, (iii) a waiver or limitation of the Debtors' or any party in interest's rights under the Bankruptcy Code or any other applicable nonbankruptcy law, (iv) a waiver of the obligation of any party in interest to file a proof of claim, (v) an agreement or obligation to pay any claims, (vi) a waiver of any claims or causes of action that may exist against any creditor or interest holder, or (vii) an approval, assumption, adoption, or rejection of any executory contract or unexpired lease under section 365 of the Bankruptcy Code.

31. The Debtors are authorized to take all steps necessary or appropriate to carry out the relief granted in this Order.

32. This Court retains exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Signed: September 24, 2024



Christopher Lopez
United States Bankruptcy Judge

Schedule 1

Solicitation and Voting Procedures

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

In re:	§	
	§	Chapter 11
	§	
DRF LOGISTICS, LLC, <i>et al.</i> ,	§	Case No. 24-90447 (CML)
	§	
Debtors. ¹	§	(Jointly Administered)
	§	

SOLICITATION AND VOTING PROCEDURES

PLEASE TAKE NOTICE that on August 8, 2024, DRF Logistics, LLC and DRF, LLC, as debtors and debtors in possession in the above-captioned chapter 11 cases (together, the “**Debtors**”), each filed a voluntary case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) with the United States Bankruptcy Court for the Southern District of Texas (the “**Court**”). The Debtors are authorized to continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these chapter 11 cases. On August 26, 2024, the United States Trustee for Region 7 (the “**U.S. Trustee**”) appointed an official committee of unsecured creditors (Docket No. 155) (the “**Creditors’ Committee**”). The Debtors’ chapter 11 cases are being jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b) and Bankruptcy Local Rule 1015-1.

PLEASE TAKE FURTHER NOTICE that on [●], 2024, the Court entered the *Order (I) Approving Disclosure Statement and Form and Manner of Notice of Disclosure Statement Hearing, (II) Establishing Solicitation, Voting, and Related Procedures, (III) Scheduling Confirmation Hearing, (IV) Approving Notice Procedures for the Assumption or Rejection of Executory Contracts and Unexpired Leases, (V) Establishing Notice and Objection Procedures for Confirmation of Plan, and (V) Granting Related Relief* (Docket No. [●]) (the “**Disclosure Statement Order**”), which, among other things, (a) approves the *Disclosure Statement for Debtors’ Amended Joint Plan of Liquidation* (the “**Disclosure Statement**”) and (b) authorizes the Debtors to solicit votes on the *Debtors’ Amended Joint Plan of Liquidation* (the “**Plan**”).²

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are: DRF Logistics, LLC (6861) and DRF, LLC (7236). The Debtors’ mailing address is 7171 Southwest Parkway, Bldg. 300, Suite 400, Austin, TX 78735.

² Capitalized terms not otherwise defined herein have the same meaning as set forth in the Plan or Disclosure Statement Order, as applicable.

A. Parties Entitled to Vote

Holders of Claims and Interests in Class 3 (Oaktree Secured Claims), Class 4 (General Unsecured Claims), and Class 6A (Existing DRF Logistics Equity Interests) are Impaired and entitled to receive distributions under the Plan and, thus, may vote to accept or reject the Plan, subject to certain exceptions discussed below (collectively, the “**Voting Classes**”).

A holder of a Claim or Interest in a Voting Class is nonetheless not entitled to vote to the extent that:

- (a) as of the Voting Record Date (as defined below), such holder’s Claim relates to a debt or obligation that the Debtors have already paid or otherwise satisfied;
- (b) as of the Voting Record Date, the outstanding amount of such holder’s Claim or Interest, as applicable, is zero (\$0.00);
- (c) as of the Voting Record Date, such holder’s Claim or Interest, as applicable has been disallowed, expunged, disqualified or suspended;
- (d) such holder has not timely filed a proof of claim in accordance with the *Order (I) Establishing Deadlines and Procedures for Filing Proofs of Claim, (II) Approving Form and Manner of Notice Thereof, and (III) Granting Related Relief* (Docket No. 234) (the “**Bar Date Order**”) as of the applicable Bar Date (as defined in the Bar Date Order);
- (e) such holder’s Claim is not scheduled in the Debtors’ Schedules or such holder’s Claim is scheduled in an undetermined amount or as contingent, unliquidated, or disputed, except to the extent that such holder’s deadline to file a proof of claim has not yet occurred or if such holder is excluded from the requirement to file a proof of claim under the Bar Date Order, in which case the holder will be entitled to vote in the amount of \$1.00 on account of its Claim that has been scheduled in an undetermined amount or as contingent, unliquidated, or disputed; or
- (f) such holder’s Claim is subject to an objection or request for estimation as of the Voting Record Date, subject to the procedures set forth below.

With respect to transfers of Claims required to be filed pursuant to Bankruptcy Rule 3001(e), the transferee shall be entitled to receive a Solicitation Package (as defined below) and, if the holder of such Claim is otherwise entitled to vote with respect to the Plan, cast a Ballot (defined below) on account of such Claim only if (i) all actions necessary to transfer such Claim are completed by the Voting Record Date or (ii) the transferee files with the Bankruptcy Court, by the Voting Record Date, (a) all documentation required by Bankruptcy Rule 3001(e) to evidence the transfer and (b) a sworn statement of the transferor supporting the validity of the transfer. In the event a Claim is transferred after the Voting Record Date, the transferee of such Claim shall be bound by any vote or election on the Plan made by the holder of such Claim as of the Voting Record Date.

B. Parties Not Entitled to Vote

Holders of Claims and Interests in Class 1 (Other Priority Claims), Class 2 (Other Secured Claims), Class 5 (Interdebtor Claims), and Class 6B (Interdebtor Interests) each will receive treatment under the Plan to render them Unimpaired (collectively, the “**Non-Voting Classes**”). Pursuant to section 1126(f) of the Bankruptcy Code, the holders of such Claims and Interests in the Non-Voting Classes are conclusively presumed to accept the Plan and, accordingly, are not entitled to vote on the Plan.

C. Voting Record Date

The Court has established **September 23, 2024**, as the record date for the purpose of determining which holders of Claims against or Interests in the Debtors are entitled to vote on the Plan and/or receive applicable notice(s) relating to solicitation and confirmation (the “**Voting Record Date**”).

D. Establishing Claim Amounts for Voting Purposes

Class 4 (General Unsecured Claims). The amount of each General Unsecured Claim, for voting purposes only, shall be established pursuant to the following:

- (a) if a Claim has been estimated or otherwise Allowed for voting purposes by order of the Court, such Claim is temporarily Allowed in the amount so estimated or Allowed by the Court;
- (b) if (a) does not apply, but the Claim has been estimated or otherwise Allowed for voting purposes pursuant to a stipulation, settlement, or other agreement reached between the applicable Debtor(s) and the holder of the Claim (whether such stipulation, settlement, or agreement is filed or not), such Claim is temporarily Allowed against such Debtor(s) in the amount set forth in the stipulation, settlement, or other agreement;
- (c) if neither (a) nor (b) applies, then in the liquidated, non-contingent, and undisputed amount set forth on a proof of claim timely filed in accordance with the Bar Date Order as of the Voting Record Date; *provided, however*, that, if the amount set forth on a timely submitted proof of claim is wholly unliquidated, contingent, and/or disputed (as indicated on the face of the Claim or based on reasonable review by the Debtors and/or the Solicitation Agent), then the Claim shall be temporarily Allowed for voting purposes in the amount of \$1.00;
- (d) if none of (a), (b), or (c) applies, then in the liquidated, non-contingent, and undisputed amount set forth on the Debtors’ Schedules; *provided, however*, that, if the Claim appearing on the Debtors’ Schedules is either contingent, unliquidated, disputed, or \$0.00 in amount, then the Claim shall be disallowed for voting purposes, except to the extent that such holder’s deadline to file a Claim has not yet occurred, in which case the holder will be entitled to vote in the amount of \$1.00 on account of their Claim that has

been scheduled in an undetermined amount or as contingent, unliquidated, or disputed;

- (e) notwithstanding anything to the contrary contained herein, any holder who has filed or purchased duplicate Claims within the same Voting Class may be provided with only one Solicitation Package and one Ballot for voting a single Claim in such Class, regardless of whether the Debtors have objected to such duplicate Claims;
- (f) notwithstanding anything to the contrary contained herein, if the Debtors have filed an objection to, or a request for estimation of, a Claim on or before **October 14, 2024 at 4:00 p.m. (Central Time)**, such Claim shall be temporarily disallowed for voting purposes, except as ordered by this Court before the Voting Deadline; *provided, however*, that, if the Debtors' objection seeks only to reclassify or reduce the Allowed amount of such Claim, then such Claim is temporarily Allowed for voting purposes in the reduced amount and/or as reclassified (as applicable), except as may be ordered by the Court before, or concurrent with, entry of an order confirming the Plan;
- (g) 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 amended proof of claim shall be entitled to vote in a manner consistent with these tabulation rules, and the earlier filed proof of claim shall be disallowed for voting purposes, regardless of whether the Debtors have objected to such amended claim. Except as otherwise ordered by the Court, any amendments to proofs of claim after the Voting Record Date shall not be considered for purposes of these tabulation rules; and
- (h) in the absence of any of the foregoing, such Claim shall be disallowed for voting purposes.

If any holder seeks to challenge the Allowed amount of its Claim for voting purposes, such holder must file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for voting purposes in a different amount (a "**Rule 3018(a) Motion**"). Any Rule 3018(a) Motion must be filed with the Court not later than **4:00 p.m. (Central Time) on October 28, 2024**.

Upon the filing of any such Rule 3018(a) Motion, such holder's Ballot shall be counted in accordance with the above-designated guidelines, unless temporarily Allowed in a different amount by an order of the Court entered prior to or concurrent with entry of an order confirming the Plan.

E. Form, Content, and Manner of Notices

1. Solicitation Agent

The Debtors have retained Stretto, Inc. (“**Stretto**” or the “**Solicitation Agent**”) as their claims, noticing, and solicitation agent. Pursuant to the Disclosure Statement Order, Stretto is authorized to assist the Debtors in (a) distributing the Solicitation Package, (b) receiving, tabulating, and reporting on Ballots cast to accept or reject the Plan by holders of Claims and Interests, (c) responding to inquiries from holders of Claims and Interests and other parties in interest relating to the Disclosure Statement, the Plan, the Ballots, the Solicitation Package, and all other documents and matters related thereto, including the procedures and requirements for voting to accept or reject the Plan and for objecting to the Plan, (d) soliciting votes on the Plan, and (e) if necessary, contacting holders of Claims and Interests regarding the Plan, the Ballots, the Solicitation Package, and all other documents and matters related thereto.

2. The Solicitation Package

The following materials shall constitute the Solicitation Package:

- a. the Disclosure Statement Order, as entered by the Court (without attachments, except as set forth below);
- b. the Disclosure Statement with all exhibits thereto, including the Plan;
- c. a copy of these Solicitation and Voting Procedures, appended as Schedule 1 to the Disclosure Statement Order;
- d. a Statement from the Creditors’ Committee;
- e. the Confirmation Hearing Notice;
- f. if the recipient is entitled to vote on the Plan (as set forth herein), a Ballot customized (where possible and appropriate) for such holder and conforming to Official Bankruptcy Form No. B 314, in the form described below;³ and
- g. a postage-prepaid return envelope.

Each holder of a Claim or Interest in the Non-Voting Classes shall only receive the Confirmation Hearing Notice and the Notice of Non-Voting Status (as defined and described below); *provided, however*, that the Debtors are not required to serve holders of Claims and Interests in Class 5 (Interdebtor Claims) or Class 6 (Interdebtor Interests) copies of the Confirmation Hearing Notice, Notice of Non-Voting Status, or any other type of notice in connection with solicitation of the Plan because such Claims and Interests are held by the Debtors.

³ Official Bankruptcy Form No. B 314 can be found at <http://www.uscourts.gov/forms/bankruptcy-forms>, the official website for the United States Bankruptcy Courts.

3. **Distribution of the Solicitation Package.**

The Solicitation Package shall provide the Plan and the Disclosure Statement as well as the Disclosure Statement Order (without attachments except the Solicitation and Voting Procedures annexed as Schedule 1 thereto) in electronic format (i.e., USB flash drive format). Moreover, the Plan and Disclosure Statement will be available at no charge via the internet at <https://cases.stretto.com/drfllogistics>. Only the Ballots and the Confirmation Hearing Notice will be provided in paper format. Any holder for which service by USB flash drive imposes a hardship may request an additional copy of the Disclosure Statement (and attachments) and Disclosure Statement Order with Solicitation and Voting Procedures in paper format by contacting Stretto through (i) e-mail DRFInquiries@stretto.com, (ii) by writing to DRF Logistics, LLC, *et al.* Ballot Processing, c/o Stretto, 410 Exchange Suite 100, Irvine, CA 92602, or (iii) via telephone at (855) 314-0664 (U.S./Canada Toll-Free) or + 1 (714) 716-1968 (outside of the U.S.). Upon receipt of such request, the Debtors will provide such holder with a paper copy of the Plan, Disclosure Statement, and Disclosure Statement Order at no cost to the holder as soon as reasonably practicable thereafter.

Except with respect to the Supplemental Solicitation Date (as defined below), the Debtors shall mail and may e-mail, to the extent practicable, to holders of Claims and Interests in Classes 3 (Oaktree Secured Claims), 4 (General Unsecured Claims), and 6A (Existing DRF Logistics Equity Interests) entitled to vote on the Plan as of the Voting Record Date the Solicitation Package no later than three business days after entry of the Disclosure Statement Order (the “**Solicitation Mailing Deadline**”). Within three Business Days after the General Bar Date (as defined in the Bar Date Order) (the “**Supplemental Solicitation Date**”), the Debtors shall cause to be served a Solicitation Package upon any party who files a proof of claim by the General Bar Date on account of a Claim in a Voting Class and has not previously received a Solicitation Package. The Debtors will also provide the Solicitation Package (excluding Ballots) to the U.S. Trustee, counsel to the Creditors’ Committee, and all parties in interest required to be notified under Bankruptcy Rule 2002 and Bankruptcy Local Rule 2002-1.

The Debtors are not required to mail the Solicitation Package to holders (a) who have Claims that have already been paid in full during these chapter 11 cases, (b) whose prior mailings in these chapter 11 cases were returned as undeliverable and who have not provided a forwarding address by the Voting Record Date, and/or (c) who hold Claims or Interests in the Non-Voting Classes.

In the event that any mailings are returned as undeliverable, the Debtors are excused from mailing the Solicitation Package or Notice of Non-Voting Status to addresses from which the Debtors received mailings returned as undeliverable. For purposes of serving the Solicitation Package and Notice of Non-Voting Status, the Debtors may rely on the address information for Voting Classes as compiled, updated, and maintained by the Solicitation Agent as of the Voting Record Date. The Debtors and the Solicitation Agent are not required to conduct any additional research for updated addresses based on any undeliverable Solicitation Package (including Ballots) and will not be required to resend the Solicitation Package or other materials, including the Notice of Non-Voting Status, returned as undeliverable unless the Debtors are provided with accurate addresses for such parties prior to the Voting Record Date.

To avoid duplication and reduce expenses, the Debtors will use commercially reasonable efforts to ensure that each holder of a Claim or Interest receives no more than one Solicitation Package (and, therefore, one Ballot) on account of such Claim or Interest and with respect to that Class as against the Debtors.

4. **Forms of Ballots**

Holders of Claims and Interests in the Voting Classes that are otherwise eligible to vote (as set forth herein), shall receive ballots substantially in the forms attached to the Disclosure Statement Order as Schedules 3A–C (the “**Ballots**”), as applicable. The Ballots include an election to opt out of the non-debtor release provisions in Section 11.6(b) of the Plan (the “**Non-Debtor Release Provisions**”). Holders of Claims and Interests in the Voting Classes that properly and timely elect to opt out of the Non-Debtor Release Provisions will not be Releasing Parties or Released Parties under the Plan.

5. **Notice of Non-Voting Status.**

Holders of Claims and Interests in the Non-Voting Classes, in lieu of a Solicitation Package, will receive the Confirmation Hearing Notice and a Notice of Non-Voting Status with the opt-out form attached thereto, substantially in the form attached to the Disclosure Statement Order as Schedule 4 (the “**Notice of Non-Voting Status**”); *provided, however*, that the Debtors are not required to serve holders of Claims and Interests in Class 5 (Interdebtor Claims) or Class 6 (Interdebtor Interests) copies of the Confirmation Hearing Notice, Notice of Non-Voting Status, or any other type of notice in connection with solicitation of the Plan because such Claims and Interests are held by the Debtors.

The Notice of Non-Voting Status provides (i) notice of the Court’s approval of the Disclosure Statement, (ii) notice of filing of the Plan and Disclosure Statement, (iii) notice of the holder’s non-voting status, and (iv) information about how to obtain copies of the Disclosure Statement and Plan. In addition, the Notice of Non-Voting Status contains the full text of the release, exculpation, and injunction provisions set forth in Article XI of the Plan and advises such holders in Non-Voting Classes that they will be bound by the Non-Debtor Release Provisions unless they timely and properly opt out. The Notice of Non-Voting Status also includes a form to complete and return if the holder elects to opt out of such Non-Debtor Release Provisions. A holder of Claims or Interests in a Non-Voting Class who properly and timely elects to opt out of the Non-Debtor Release Provisions will not be a Releasing Party or Released Party under the Plan. Holders of Claims and Interests in the Non-Voting Classes who choose to opt out of the Non-Debtor Release provisions may do so (i) by first-class mail, (ii) by overnight courier, (iii) by hand delivery, or (iv) via the E-Opt Out Portal so that (in each instance) it is **actually received** by the Solicitation Agent no later than **November 8, 2024 at 4:00 p.m. (Central Time)** (the “**Opt-Out Deadline**”), which the Debtors may extend, in their discretion, without further order of the Court. The Notice of Non-Voting Status includes information on how parties can opt out electronically via the E-Opt Out Portal. An encrypted opt-out data and audit trail will be created through the electronic submission process and become part of the record of any opt-out election submitted in this manner. Additionally, the parties’ electronic signature will be deemed to be legally valid and effective immediately.

6. **Voting Deadline.**

The Court has established **November 8, 2024 at 4:00 p.m. (Central Time)**, as the deadline to submit votes to accept or reject the Plan (the “**Voting Deadline**”). The Debtors may extend the Voting Deadline, in their discretion, without further order of the Court. To be counted as a vote to accept or reject the Plan, each Ballot must be properly executed, completed, and delivered to the Solicitation Agent (i) by first-class mail in the return envelope provided with each Ballot, (ii) by overnight mail, (iii) by hand delivery, or (iv) via E-Ballot so that (in each instance) it is **actually received** by the Solicitation Agent no later than the Voting Deadline.

Holders of Claims mailing their Ballots to the Solicitation Agent shall mail them to the following address:

Stretto’s Address for Receipt of Ballots
If by Hand Delivery, or Overnight Mail DRF Logistics, LLC, <i>et al.</i> Ballot Processing c/o Stretto 410 Exchange, Suite 100 Irvine, CA 92602
If by First Class Mail DRF Logistics, LLC, <i>et al.</i> Ballot Processing c/o Stretto 410 Exchange, Suite 100 Irvine, CA 92602

In all instances, holders shall consult their Ballot(s) for specific instructions regarding submission of their votes and any elections.

7. **Tabulation Procedures.**

The following voting procedures and standard assumptions shall be used in tabulating Ballots, subject to the Debtors’ right to waive any of the below specified requirements for completion and submission of Ballots so long as such requirement is not otherwise required by the Bankruptcy Code, Bankruptcy Rules, or Bankruptcy Local Rules:

- (a) Whenever a holder of Claims or Interests casts more than one Ballot voting the same Claim(s) or Interest(s) before the Voting Deadline, the latest dated valid Ballot received on or before the Voting Deadline shall be deemed to reflect such holder’s intent and thus, supersede any previously received, valid Ballot.

- (b) Following the Voting Deadline, no Ballot may be changed or revoked absent further order of the Court or as directed by the Debtors, in consultation with the Creditors' Committee.
- (c) Whenever a holder of Claims or Interests casts a Ballot that is properly completed, executed, and timely returned to the Solicitation Agent but does not indicate either an acceptance or rejection of the Plan, the Ballot will not be counted; *provided, however*, that, if such Ballot contains an election by such holder to opt out of the releases contained in the Plan, such election will be effective.
- (d) Whenever a holder of Claims or Interests casts a Ballot that is properly completed, executed, and timely returned to the Solicitation Agent but indicates both an acceptance and a rejection of the Plan, the Ballot will not be counted.
- (e) A holder of Claims or Interests shall be deemed to have voted the full amount of its Claims or Interests in each Class and shall not be entitled to split its vote within a particular Class or between more than one Debtor. Any such holder's Ballot that partially accepts and partially rejects the Plan, between the same or multiple Debtors, will not be counted.
- (f) A person signing a Ballot in its capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity of a holder of Claims or Interests should indicate such capacity when signing, and if so requested by the Debtors or the Solicitation Agent, must submit proper evidence satisfactory to the Debtors of its authority to so act.
- (g) A holder of Claims against more than one Debtor that casts a single Ballot shall have its votes counted separately with respect to each such Debtor.
- (h) Whenever a holder of a Claim or Interest casts Ballots received by Stretto on the same day, but which are voted inconsistently, the last properly executed Ballot timely received will be deemed to reflect that voter's intent and will supersede and revoke any prior received Ballot.
- (i) A holder of Claims in more than one Class or a holder of Claims and Interests must use separate Ballots for each Class of Claims or Interests, as applicable.
- (j) The Debtors, in consultation with the Creditors' Committee and unless subject to contrary order of the Court, may waive any defects or irregularities as to any particular irregular Ballot at any time, either before or after the Voting Deadline.

(k) The following Ballots shall not be counted:

- i. any Ballot received after the Voting Deadline, unless the Debtors, in consultation with the Creditors' Committee, shall have granted an extension of the Voting Deadline in writing with respect to such Ballot or waive the late submission;
- ii. any Ballot that is illegible or contains insufficient information to permit the identification of the voting party;
- iii. any Ballot cast by a person or entity that does not hold a Claim or Interest in a Class that is entitled to vote to accept or reject the Plan;
- iv. any Ballot cast by a person or entity that is not entitled to vote, even if such individual or entity holds a Claim or Interest in a Voting Class;
- v. any unsigned Ballot, provided that Ballots submitted by E-Ballot will be deemed to contain a legal, valid signature;
- vi. any 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 Ballot transmitted to the Solicitation Agent by e-mail or facsimile or other means not specifically approved herein.

Each holder of Claims or Interests that votes to accept or reject the Plan is deemed to have voted the full amount of its Claims or Interests therefor.

The Solicitation Agent may, but is not required to, contact parties who submit incomplete or otherwise deficient Ballots to make a reasonable effort to cure such deficiencies; *provided, however,* that, neither the Debtors nor Solicitation Agent is required to contact such parties to provide notification of defects or irregularities with respect to completion or delivery of Ballots, nor will any of them incur any liability for failure to provide such notification. Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtors (or the Court) determines. Neither the Debtors nor any other person will be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots nor will any of them incur any liabilities for failure to provide such notification. Delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived prior to the Voting Deadline) will be invalidated.

The Debtors and/or their Solicitation Agent, as applicable, are authorized to determine all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of Ballots, which determination will be final and binding on all parties, unless subject to a contrary order of the Court.

The Debtors are authorized to reject any and all Ballots submitted by any holders of Claims or Interests not in proper form, the acceptance of which would, in the opinion of the Debtors or their counsel, as applicable, be unlawful.

The Debtors are further authorized to reserve their respective rights to waive any defects or irregularities or conditions of delivery as to any particular Ballot by any holders of Claims or Interests. The interpretation (including the Ballot and the respective instructions thereto) by the applicable Debtor in accordance with the foregoing sentence will be final and binding on all parties, unless subject to a contrary order of the Court.

The Debtors or their Solicitation Agent shall file the Voting Report on or before **November 12, 2024 at 4:00 p.m. (Central Time)**.

8. **Confirmation Hearing Notice**

Within three Business Days after entry of the Disclosure Statement Order, or as soon as reasonably practicable thereafter, the Debtors will serve all holders of Claims and Interests in the Non-Voting Classes via e-mail or first-class mail, a copy of the Confirmation Hearing Notice, which sets forth (i) the Voting Deadline, (ii) the Plan Objection Deadline and procedures for filing objections and responses to confirmation of the Plan, (iii) the time, date, and place for the Confirmation Hearing, and (iv) information about the Plan's release and injunction provisions in compliance with Bankruptcy Rule 2002(c)(3). The Debtors will separately serve holders of Claims in Voting Classes with the Confirmation Hearing Notice as part of the Solicitation Package.

The Debtors may, in their discretion, give supplemental publication notice of the Confirmation Hearing, no later than 28 days prior to the Confirmation Hearing, in one or more local or foreign newspapers, trade journals, or similar publications as the Debtors deem appropriate.

The Debtors reserve the right, and are authorized to make non-substantive or immaterial changes to these Solicitation and Voting Procedures, the Disclosure Statement, Plan, Ballots, Confirmation Hearing Notice, and related documents without further order of the Court, including changes to correct typographical and grammatical errors, if any, and to make conforming changes among these Solicitation and Voting Procedures, the Disclosure Statement, the Plan, and any other materials in the Solicitation Package before distribution; *provided, however*, that all such modifications shall be made in accordance with the terms of the document being modified and the Plan.

Schedule 2

Form of Confirmation Hearing Notice

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

In re:	§	
	§	Chapter 11
	§	
DRF LOGISTICS, LLC, <i>et al.</i> ,	§	Case No. 24-90447 (CML)
	§	
Debtors. ¹	§	(Jointly Administered)
	§	

**NOTICE OF (I) APPROVAL OF (A) DISCLOSURE STATEMENT,
(B) SOLICITATION AND VOTING PROCEDURES, AND (C) PROCEDURES FOR
ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED
LEASES, (II) CONFIRMATION HEARING, AND (III) ESTABLISHMENT OF NOTICE
AND OBJECTION PROCEDURES FOR CONFIRMATION OF PROPOSED PLAN**

TO ALL PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF:

DEBTOR	CASE NO.
DRF Logistics, LLC	24-90447 (CML)
DRF, LLC	24-90466 (CML)

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. *Approval of Disclosure Statement.* On September 23, 2024 the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) held a hearing (the “**Disclosure Statement Hearing**”) at which it approved the *Disclosure Statement for Debtors’ Amended Joint Plan of Liquidation*, filed on September 23, 2024 (Docket No. 261) (including any exhibits and schedules thereto and as may be amended, supplemented, or otherwise modified from time to time, the “**Disclosure Statement**”)² of DRF Logistics, LLC and DRF, LLC, as debtors and debtors in possession in the above-captioned chapter 11 cases (together, the “**Debtors**”), and thereafter entered an order (Docket No. [●]) (the “**Disclosure Statement Order**”) with respect thereto. The Disclosure Statement Order, among other things, authorizes the Debtors to solicit votes to accept the *Debtors’ Amended Joint Plan of Liquidation*, filed on September 23, 2024 (Docket No. 259) (including any exhibits and schedules thereto and as may be amended, supplemented, or otherwise modified from time to time, the “**Plan**”).

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are: DRF Logistics, LLC (6861) and DRF, LLC (7236). The Debtors’ mailing address is 7171 Southwest Parkway, Bldg. 300, Suite 400, Austin, TX 78735.

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

2. **Confirmation Hearing.** A hearing to consider confirmation of the Plan (the “**Confirmation Hearing**”) has been scheduled for **November 19, 2024 at 9:00 a.m. (Central Time)**, before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, in the Bankruptcy Court. The Confirmation Hearing may be adjourned or continued from time to time by the Bankruptcy Court without further notice other than by a Court announcement providing for such adjournment or continuation on its agenda. The Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing.

3. **Voting Record Date.** Holders of Claims and Interests in Class 3 (Oaktree Secured Claims), Class 4 (General Unsecured Claims), and Class 6A (Existing DRF Logistics Equity Interests) as of **September 23, 2024** (the “**Voting Record Date**”) that are otherwise eligible to vote on the Plan shall be entitled to vote to accept or reject the Plan.

4. **Voting Deadline.** If you received a Solicitation Package, including a Ballot and intend to vote on the Plan you must (a) follow the instructions carefully, (b) complete all of the required information on the Ballot, and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions on your Ballot so that it is **actually received** by the Debtors’ solicitation and voting agent, Stretto, Inc. (“**Stretto**” or the “**Solicitation Agent**”) on or before **November 8, 2024 at 4:00 p.m. (Central Time)** (the “**Voting Deadline**”). **ANY FAILURE TO FOLLOW THE VOTING INSTRUCTIONS INCLUDED WITH YOUR BALLOT MAY DISQUALIFY YOUR BALLOT AND YOUR VOTE.**

5. **Parties in Interest Not Entitled to Vote.** Holders of Claims or Interests in Class 1 (Other Priority Claims), Class 2 (Other Secured Claims), Class 5 (Interdebtor Claims), and Class 6B (Interdebtor Interests) are not entitled to vote on the Plan and will not receive a Ballot. If you disagree with the amount set forth by the Debtors for your Claim in the Schedules or if you have filed a proof of claim and disagree with either (a) the Debtors’ objection to your Claim and believe that you should be entitled to vote on the Plan or (b) the Debtors’ classification or request for estimation of your Claim and believe that you should be entitled to vote on the Plan in a different amount or Class or against a different Debtor, then you must file with the Bankruptcy Court a motion (a “**Rule 3018(a) Motion**”) for an order pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) temporarily allowing your Claim in a different amount or in a different Class or against a different Debtor for purposes of voting to accept or reject the Plan. All Rule 3018(a) Motions must be filed on or before **October 28, 2024 at 4:00 p.m. (Central Time)**. Rule 3018(a) Motions that are not timely filed and served in the manner set forth above shall not be considered. As to any holder filing a Rule 3018(a) Motion, such holder’s Ballot will be counted as provided in the Disclosure Statement Order except as may be otherwise ordered by the Bankruptcy Court. Holders may contact Stretto by (i) e-mail at DRFInquiries@stretto.com, (ii) by writing to DRF Logistics, LLC, *et al.* Ballot Processing, c/o Stretto, 410 Exchange Suite 100, Irvine, CA 92602, or (iii) via telephone at (855) 314-0664 (U.S./Canada Toll-Free) or + 1 (714) 716-1968 (outside of the U.S.) to receive an appropriate Ballot for any Claim for which a proof of claim has been timely filed and a Rule 3018(a) Motion has been granted.

6. **Objections to Confirmation.** The deadline to object or respond to confirmation of the Plan is **November 8, 2024 at 4:00 p.m. (Central Time)** (the “**Plan Objection Deadline**”).

7. ***Form and Manner of Objections to Confirmation.*** Objections and responses, if any, to confirmation of the Plan, must (i) be in writing, (ii) conform to the Bankruptcy Rules and the Bankruptcy Local Rules, and any order of the Court, (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors' estates or property, (iv) provide the basis for the objection and the specific grounds therefor, and, if practicable, a proposed modification to the Plan that would resolve such objection, and (v) be filed with the Bankruptcy Court (with proof of service) via ECF or by mailing to the Bankruptcy Court at United States Bankruptcy Court Clerk's Office, Nathan Ochsner, United States Courthouse, 515 Rusk Avenue, Houston, Texas 77002, so as to be ***actually received*** no later than the Plan Objection Deadline.

8. IF AN OBJECTION TO CONFIRMATION IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THEN THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OR THE ADEQUACY THEREOF AND MAY NOT BE HEARD AT THE HEARING.

9. ***Additional Information.*** Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement, the Plan, or other solicitation materials should contact Stretto through (i) e-mail at DRFInquiries@stretto.com, (ii) by writing to DRF Logistics, LLC, *et al.* Ballot Processing, c/o Stretto, 410 Exchange Suite 100, Irvine, CA 92602, or (iii) via telephone at (855) 314-0664 (U.S./Canada Toll-Free) or + 1 (714) 716-1968 (outside of the U.S.). Interested parties may also review the Disclosure Statement and the Plan free of charge at <https://cases.stretto.com/drfllogistics>. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: <https://www.txs.uscourts.gov/page/bankruptcy-court>. Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at: <https://pacer.uscourts.gov/>.

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

If you (i) are solicited to vote to accept or reject the Plan, but do not vote to either accept or reject the Plan, and do not opt out of granting the releases set forth in the Plan, (ii) vote, or are deemed, to reject or are presumed to accept the Plan but do not opt out of granting the releases set forth in the Plan, (iii) were given notice of the opportunity to opt out of granting the releases contained in the Plan but do not opt out, or (iv) are a Released Party (even if such Released Party purports to opt out of the releases set forth in the Plan) (in each case with respect to the foregoing, with the exception of Oaktree), you shall be deemed to have consented to the releases contained in Article XI of the Plan.

SECTION 11.6(a) RELEASES BY THE DEBTORS.

Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, as of the Effective Date, the Debtors, the Wind Down Estates, the Liquidating Agent, and the Estates, in each case on behalf of themselves and their respective successors, assigns, any Estate representative(s) appointed or selected pursuant to section

1123(b)(3) of the Bankruptcy Code, and any and all other Entities that may purport to assert any Cause of Action derivatively by or through any of the foregoing Entities, shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged the Released Parties from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind Down Estates, the Liquidating Agent, or the Estates), whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise that the Debtors, the Wind Down Estates, the Liquidating Agent, or the Estates, would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part: any act or omission, obligation, transaction, transfer, agreement, event, or other occurrence taking place on or before the Effective Date, including any Claims or Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the governance, management, direct or indirect ownership, transactions with, or operation thereof) or their Estates; the Wind Down Estates; the Liquidating Agent; the Chapter 11 Cases (including the filing and administration thereof); the Wind Down; the RSA; the Disclosure Statement; the DIP Orders; the Settlement and Release Agreement; the Note Purchase Agreement (other than with respect to Pitney Bowes and any guarantor, whose obligations under the Note Purchase Agreement or the Note Purchase Documents shall continue as legal, valid, binding and non-avoidable obligations and the security interests securing those obligations shall remain valid, binding, enforceable, non-avoidable and properly perfected); the Secured Senior Takeback Note; the negotiation, formulation, preparation, dissemination, or consummation of the Definitive Documents or any other contract, instrument, release, or document created or entered into in connection with the Plan (including the Plan Supplement) or any of the other Definitive Documents; any other debt or Security of the Debtors and the ownership thereof; the purchase, sale, or rescission of the purchase or sale of any debt or Security of the Debtors; the subject matter of, or the transactions or events giving rise to any Claim or Interest that is treated in the Plan; the business or contractual or other arrangements or other interactions between any Debtor and any Released Party; the restructuring of any Claim or Interest before or during the Chapter 11 Cases; any other in-or-out-of-court restructuring efforts of the Debtors; any intercompany obligations, transactions, or transfers; the formulation, preparation, negotiation, dissemination, solicitation, filing, confirmation, and consummation of the Plan (including the Plan Supplement); the funding of the Plan; the administration and implementation of the Plan or the Confirmation Order, including the distribution of property under the Plan; or any other agreement, act or omission, transaction, transfer, event, or other occurrence related to the foregoing and taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases contained in Section 11.6(a) of the Plan (i) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these Debtor releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state or foreign laws governing fraudulent or otherwise avoidable obligations, transfers or conveyances), willful misconduct, or gross negligence, or (b) releasing any post-Effective Date obligations of any party or Entity under the Plan, the

Confirmation Order, any Definitive Document, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; and (ii) shall not release any Claims or Causes of Action reflected on the Schedule of Retained Causes of Action, which, for the avoidance of doubt, shall not include any Claims or Causes of Action against any Released Parties.

SECTION 11.6(b) THIRD PARTY RELEASES.

Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, each Releasing Party is deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Released Party from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims or Causes of Action asserted or assertable on behalf of the Releasing Parties that such Releasing Parties would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise based on or relating to, or in any manner arising from, in whole or in part: any act or omission, obligation, transaction, transfer, agreement, event, or other occurrence taking place on or before the Effective Date, including any Claims or Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the governance, management, direct or indirect ownership, transactions with, or operation thereof) or their Estates; the Wind Down Estates; the Liquidating Agent; the Chapter 11 Cases (including the filing and administration thereof); the Wind Down; the RSA; the Disclosure Statement; the DIP Orders, the Settlement and Release Agreement; the Note Purchase Agreement (other than with respect to Pitney Bowes and any guarantor, whose obligations under the Note Purchase Agreement or the Note Purchase Documents shall continue as legal, valid, binding and non-avoidable obligations and the security interests securing those obligations shall remain valid, binding, enforceable, non-avoidable and properly perfected); the Secured Senior Takeback Note; the negotiation, formulation, preparation, dissemination, or consummation of the Definitive Documents or any other contract, instrument, release, or document created or entered into in connection with the Plan (including the Plan Supplement) or any of the other Definitive Documents; any other debt or Security of the Debtors and the ownership thereof; the purchase, sale, or rescission of the purchase or sale of any debt or Security of the Debtors; the subject matter of, or the transactions or events giving rise to any Claim or Interest that is treated in the Plan; the business or contractual or other arrangements or other interactions between any Releasing Party and any Released Party in connection with the Debtors; the restructuring of any Claim or Interest before or during the Chapter 11 Cases; any other in-or-out-of-court restructuring efforts of the Debtors; any intercompany obligations, transactions, or transfers; the formulation, preparation, negotiation, dissemination, solicitation, filing, confirmation, and consummation of the Plan (including the Plan Supplement); the funding of the Plan; the administration and implementation of the Plan or the Confirmation Order, including the distribution of property under the Plan; or any other agreement, act or omission, transaction, transfer, event, or other occurrence related to the foregoing and taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases contained in Section 11.6(b) of the Plan shall not be construed as (a) releasing any Released Party from

Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these third-party releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state or foreign laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, or (b) releasing any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Definitive Document, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

SECTION 11.7 EXCULPATION.

To the fullest extent permitted by applicable law, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action based on, relating to, or in any manner arising from, in whole or in part, from the Petition Date through the Effective Date: the Debtors (including the governance, management, direct or indirect ownership, transactions with, or operation thereof) or their Estates; the Wind Down Estates; the Liquidating Agent; the Chapter 11 Cases (including the filing and administration thereof); the Wind Down; the RSA; the Disclosure Statement; the DIP Orders, the Settlement and Release Agreement, the negotiation, formulation, preparation, dissemination, or consummation of the Definitive Documents or any other contract, instrument, release, or document created or entered into in connection with the Plan (including the Plan Supplement) or any of the other Definitive Documents; any other debt or Security of the Debtors and the ownership thereof; the purchase, sale, or rescission of the purchase or sale of any debt or Security of the Debtors; the business or contractual or other arrangements or other interactions between any Debtor and any Exculpated Party; the restructuring of any Claim or Interest during the Chapter 11 Cases or on the Effective Date; any intercompany obligations, transactions, or transfers; the formulation, preparation, negotiation, dissemination, solicitation, filing, confirmation, and consummation of the Plan (including the Plan Supplement); the funding of the Plan; the administration and implementation of the Plan or Confirmation Order, including the distribution of property under the Plan; or any other agreement, act or omission, transaction, transfer, event, or other occurrence related to the foregoing and taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the exculpations in Section 11.7 of the Plan shall not release or exculpate any Entity from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these exculpations any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state or foreign laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, or (b) exculpating any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Definitive Document, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

SECTION 11.8 INJUNCTION RELATED TO RELEASES AND EXCULPATION

The Confirmation Order shall permanently enjoin the commencement or the prosecution by any entity, whether directly, derivatively, or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released or exculpated pursuant to the Plan, including the Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities released or exculpated in the Plan or the Confirmation Order.

SECTION 11.5 INJUNCTION.

(a) Except as otherwise expressly provided in the Plan, or for distributions required to be paid or delivered pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold Claims, Interests, or Causes of Action that are (i) released pursuant to Section 11.6(a) or Section 11.6(b) of the Plan, or (ii) subject to exculpation pursuant to Section 11.7 of the Plan, and (iv) all other parties in interest, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Wind Down Estates, the Liquidating Agent, an Estate, the Released Parties, and/or the Exculpated Parties (to the extent of the exculpation provided pursuant to Section 11.7 of the Plan with respect to the Exculpated Parties), as applicable, with respect to such Claims, Interests, and Causes of Action: (A) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (B) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly, or indirectly, any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (C) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (D) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action unless (x) such Entity has timely asserted such setoff right either in a filed proof of claim, or in another document filed with the Bankruptcy Court explicitly preserving such setoff or that otherwise indicates that such entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise or (y) such right to setoff arises under a postpetition agreement with the Debtors or (i) an executory contract or (ii) an unexpired lease, in the case of (i) and (ii), that has been assumed by the Debtors as of the Effective Date; (E) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan and Confirmation Order, to the full extent permitted by applicable law; and (F) commencing or continuing, in any manner or in any place, any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action released, settled, and/or treated, entitled to a distribution, or cancelled pursuant to the Plan; *provided* that such Entities that

have held, hold, or may hold Claims against, Interests in, or Causes of Action against, a Debtor, the Liquidating Agent, or an Estate shall not be precluded from exercising their rights and remedies, or obtaining the benefits, solely pursuant to and consistent with the terms of the Plan.

Subject in all respects to Section 12.1 of the Plan, no Entity may commence or pursue a Claim or Cause of Action of any kind against any Released Party or Exculpated Party that arose or arises from, in whole or in part: the Debtors (including the governance, management, direct or indirect ownership, transactions with, or operation thereof) or their Estates; the Wind Down Estates; the Liquidating Agent; the Chapter 11 Cases (including the filing and administration thereof); the Wind Down; the RSA; the Disclosure Statement; the DIP Orders; the Settlement and Release Agreement; the negotiation, formulation, preparation, dissemination, or consummation of the Definitive Documents or any other contract, instrument, release, or document created or entered into in connection with the Plan (including the Plan Supplement) or any of the other Definitive Documents; any other debt or Security of the Debtors and the ownership thereof; the purchase, sale, or rescission of the purchase or sale of any debt or Security of the Debtors; the subject matter of, or the transactions or events giving rise to any Claim or Interest that is treated in the Plan; the business or contractual or other arrangements or other interactions between any Releasing Party and any Released Party or Exculpated Party; the restructuring of any Claim or Interest before or during the Chapter 11 Cases; any other in-or-out-of-court restructuring efforts of the Debtors; any intercompany obligations, transactions, or transfers; the formulation, preparation, negotiation, dissemination, solicitation, filing, confirmation, and consummation of the Plan (including the Plan Supplement); the funding of the Plan; the administration and implementation of the Plan or Confirmation Order, including the distribution of property under the Plan; or any other agreement, act or omission, transaction, transfer, event, or other occurrence related to the foregoing and taking place on or before the Effective Date related or relating to the foregoing without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable claim that has not, with respect to a Released Party, been released under the Plan or, with respect to an Exculpated Party, been exculpated under the Plan and (ii) specifically authorizing such Entity to bring such Claim or Cause of Action against any such Released Party or Exculpated Party. The Bankruptcy Court shall have sole and exclusive jurisdiction to determine whether a Claim or Cause of Action is colorable and has not been released or exculpated (as applicable) and, only to the extent legally permissible and as provided for in Section 12.1 of the Plan, shall have jurisdiction to adjudicate the underlying colorable Claim or Cause of Action. For the avoidance of doubt, the foregoing sentence is subject to applicable law regarding the Bankruptcy Court's subject matter jurisdiction to hear such matter.

Relevant Definitions Related to Release and Exculpation Provisions:

“Exculpated Parties” means each of the following in their capacity as such and, in each case, to the maximum extent permitted by law: (i) the Debtors; (ii) the Liquidating Agent; (iii) the Independent Managers; and (iv) the Creditors' Committee.

“Released Parties” means each of the following in their capacity as such: (i) the Debtors; (ii) the Liquidating Agent; (iii) Pitney Bowes; (iv) the DIP Lender; (v) Oaktree; (vi) Hilco; (vii) the Creditors’ Committee; (viii) the Wind Down Estates; (ix) holders of Claims and Interests who vote to accept the Plan and do not opt out of granting the releases set forth in the Plan; and (x) with respect to each of the foregoing Entities in clauses (i) through (viii), such Entity’s Related Parties. Notwithstanding the foregoing, any Entity that opts out of the releases set forth in the Plan will not be a Released Party.

“Releasing Parties” means each of the following in their capacity as such: (i) the Debtors; (ii) the Liquidating Agent (iii) Pitney Bowes; (iv) the DIP Lender; (v) Hilco; (vi) the Creditors’ Committee; (vii) the Wind Down Estates; (viii) the holders of Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth in the Plan; (ix) the holders of Claims or Interests that vote, or are deemed, to reject the Plan or that are presumed to accept the Plan but do not opt out of granting the releases set forth in the Plan; (x) the holders of Claims and Interests that were given notice of the opportunity to opt out of granting the releases set forth in the Plan but did not opt out; and (xi) any other Released Party, provided that for Released Parties included in clause (x) of the Released Parties defined term, solely to the extent such Entities have authority on behalf of their respective Related Parties to grant any applicable releases (in each case with respect to the foregoing, with the exception of Oaktree).

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

**Notice of Assumption and Rejection of Executory
Contracts and Unexpired Leases of Debtors and Related Procedures**

10. Please take notice that, in accordance with Article IX of the Plan and sections 365 and 1123 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date, all executory contracts and unexpired leases to which any of the Debtors is a party shall be deemed rejected except for an executory contract or unexpired lease that (i) is specifically designated as a contract or lease to be assumed by the Debtors pursuant to the Plan, including as set forth in the Plan Supplement, (ii) was previously assumed or rejected by the Debtors pursuant to a Final Order of the Bankruptcy Court or assumed and assigned pursuant to pursuant to a Final Order of the Bankruptcy Court, (iii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto, (iv) is the subject of a separate assumption or rejection motion filed by the Debtors on or before the Confirmation Date, or (v) is the subject of a pending Cure Dispute.

11. The Plan provides that entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions, assumptions and assignments, or rejections provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code and a determination by the Bankruptcy Court that the Debtors, the Liquidating Agent, or the assignee of such executory contract or unexpired lease (as applicable) have provided adequate assurance of future performance under such executory contract or unexpired lease. Each executory contract or unexpired lease assumed pursuant to the Plan shall vest in and be fully enforceable by the

applicable Debtor in accordance with its terms, except as modified by the provisions of the Plan, any Final Order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

12. The Plan provides that assumption of any executory contract or unexpired lease pursuant to the Plan, or otherwise, shall result in the full release and satisfaction of any defaults, subject to satisfaction of the Cure Amount, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time before the Effective Date.

13. Section 9.3 of the Plan further provides that any Cure Amount shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Amount, as reflected in the applicable notice, in Cash on the Effective Date, subject to the limitations described below, or on such other terms as the parties to such executory contracts or unexpired leases and the Debtors or Liquidating Agent (as applicable) may otherwise agree.

14. Section 9.3 of the Plan further provides that the Debtors shall file, as part of the Plan Supplement, the Schedule of Assumed Contracts. At least 14 days before the Confirmation Hearing (*i.e.*, no later than November 5, 2024), the Debtors shall serve a notice on parties to executory contracts or unexpired leases to be assumed or assumed and assigned to the Wind Down Estates, reflecting the Debtors' intention to potentially assume or assume and assign the contract or lease in connection with the Plan and, where applicable, setting forth the proposed Cure Amount (if any). **Any objection by a counterparty to an executory contract or unexpired lease to the proposed assumption, assumption and assignment, or related Cure Amount must be filed, served, and actually received by the Debtors within 10 days of the service of the assumption notice (*i.e.*, no later than November 15, 2024), or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court.**

15. Any counterparty to an executory contract or unexpired lease that does not timely object to the notice of the proposed assumption of such executory contract or unexpired lease shall be deemed to have assented to assumption of the applicable executory contract or unexpired lease notwithstanding any provision thereof that purports to (i) prohibit, restrict, or condition the transfer or assignment of such contract or lease, (ii) terminate or modify, or permit the termination or modification of, a contract or lease as a result of any direct or indirect transfer or assignment of the rights of any Debtor under such contract or lease or a change, if any, in the ownership or control to the extent contemplated by the Plan, (iii) increase, accelerate, or otherwise alter any obligations or liabilities of any Debtor, or Wind Down Estate, under such executory contract or unexpired lease, or (iv) create or impose a Lien upon any property or Asset of any Debtor, or Wind Down Estate, as applicable. Each such provision shall be deemed to not apply to the assumption of such executory contract or unexpired lease pursuant to the Plan and counterparties to assumed executory contracts or unexpired leases that fail to object to the proposed assumption in accordance with the terms set forth in Section 9.3 of the Plan, shall forever be barred and enjoined from objecting to the proposed assumption or to the validity of such assumption (including with respect to any Cure Amounts or the provision of adequate assurance of future performance), or taking actions prohibited by the foregoing or the Bankruptcy Code on account of transactions contemplated by the Plan.

16. Section 9.3 of the Plan further provides that, if there is a Cure Dispute pertaining to assumption of an executory contract or unexpired lease (other than a dispute pertaining to a Cure Amount), such dispute shall be heard by the Court prior to such assumption being effective; *provided, however*, that the Debtors or the Wind Down Trust, as applicable, may settle any Cure Dispute without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

17. Section 9.3 of the Plan further provides that, to the extent a Cure Dispute relates solely to the Cure Amount, the Debtor may assume and/or assume and assign the applicable executory contract or unexpired lease prior to the resolution of the Cure Amount; *provided, however*, that the Debtors or Wind Down Estates (as applicable) reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the required cure payment by the non-Debtor party to the extent such executory contract or unexpired lease (or such smaller amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such non-Debtor party and the applicable Debtor or Wind Down Estate (as applicable)). The Debtors or Wind Down Estates (as applicable) may settle any dispute regarding the Cure Amount or the nature thereof without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

18. Section 9.4 of the Plan provides that, unless an earlier date is otherwise provided for by an order of the Bankruptcy Court, any proofs of claim based on the rejection of the Debtors' executory contracts or unexpired leases pursuant to the Plan or otherwise, must be filed with Bankruptcy Court and served on the Claims and Noticing Agent no later than 21 days after the Confirmation Date.

19. Section 9.4 of the Plan further provides that, holders of any Claims arising from the rejection of an executory contract or unexpired lease for which proofs of claim were not timely filed as set forth in the paragraph above shall not (i) be treated as a creditor with respect to such Claim, or (ii) participate in any distribution in the Chapter 11 Cases on account of such Claim, and any Claims arising from the rejection of an executory contract or unexpired lease not filed with the Bankruptcy Court within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors, the Estates, the Liquidating Agent, the Wind Down Estates, or the property for any of the foregoing without the need for any objection by the Liquidating Agent or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of such contract or lease shall be deemed fully compromised, settled, and released, notwithstanding anything in the Schedules or a proof of claim to the contrary. All Allowed Claims arising from the rejection of the Debtors' prepetition executory contracts or unexpired leases shall be classified as General Unsecured Claims, except as otherwise provided by Final Order of the Bankruptcy Court.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS CONFIRMATION HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

20. *Plan Supplement.* The Debtors will file and serve any supplement to the Plan on or before **November 1, 2024 at 11:59 p.m. (Central Time)**.

QUESTIONS:

If you have questions about this Confirmation Hearing Notice, please contact Stretto through (i) e-mail at DRFInquiries@stretto.com, (ii) by writing to DRF Logistics, LLC, *et al.* Ballot Processing, c/o Stretto, 410 Exchange Suite 100, Irvine, CA 92602, or (iii) via telephone at (855) 314-0664 (U.S./Canada Toll-Free) or + 1 (714) 716-1968 (outside of the U.S.), or (iv) visiting <https://cases.stretto.com/drfllogistics>.

Dated: [●], 2024
Houston, Texas

/s/ DRAFT

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*Proposed Attorneys for Debtors
and Debtors in Possession*

Schedule 3A

Form of Class 3 Ballot (Oaktree Secured Claims)

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the Disclosure Statement and other materials accompanying this Ballot.¹

PLEASE NOTE THAT, EVEN IF YOU INTEND TO VOTE TO REJECT THE PLAN, YOU MUST STILL READ, COMPLETE, AND EXECUTE THIS ENTIRE BALLOT.

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

In re:	§	Chapter 11
	§	
DRF LOGISTICS, LLC, <i>et al.</i> ,	§	Case No. 24-90447 (CML)
	§	
	§	
Debtors. ²	§	(Jointly Administered)
	§	

**BALLOT FOR VOTING TO
ACCEPT OR REJECT DEBTORS' JOINT PLAN OF LIQUIDATION**

CLASS 3: OAKTREE SECURED CLAIMS

IN ORDER FOR YOUR VOTE TO BE COUNTED TOWARD CONFIRMATION OF THE PLAN, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT ON OR BEFORE NOVEMBER 8, 2024 AT 4:00 P.M. (CENTRAL TIME) (THE "VOTING DEADLINE"), UNLESS EXTENDED BY THE DEBTORS.

DRF Logistics, LLC and DRF, LLC, as debtors and debtors in possession in the above-captioned chapter 11 cases (together, the "**Debtors**") are soliciting votes with respect to the *Debtors' Amended Joint Plan of Liquidation*, filed on September 23, 2024 (Docket No. 259) (including any exhibits and schedules thereto and as may be amended, supplemented, or otherwise modified from time to time, the "**Plan**"). The Plan is attached as Exhibit A to the *Disclosure Statement for Debtors' Amended Joint Plan of Liquidation*, filed on September 23, 2024 (Docket No. 261) (including any exhibits and schedules thereto and as may be amended, supplemented, or otherwise modified from time to time, the "**Disclosure Statement**").

¹ All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan, attached as Exhibit A to the Disclosure Statement.

² The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are: DRF Logistics, LLC (6861) and DRF, LLC (7236). The Debtors' mailing address is 7171 Southwest Parkway, Bldg. 300, Suite 400, Austin, TX 78735.

Please use this Ballot to cast your vote to accept or reject the Plan if you are, as of September 23, 2024 (the “**Voting Record Date**”), a holder of any Claim arising from, derived from, or in connection the Secured Senior Takeback Note, including any accrued and unpaid interest (whether accruing pre- or postpetition), fees, and other amounts arising and payable with respect thereto, and all Claims or Causes of Action relating thereto (an “**Oaktree Secured Claim**”).

The Disclosure Statement provides information to assist you in deciding whether to accept or reject the Plan. If you do not have a copy of the Disclosure Statement, you may obtain a copy from Stretto, Inc. (the “**Solicitation Agent**” or “**Stretto**”) at no charge by accessing the Debtors’ restructuring website at <https://cases.stretto.com/drfllogistics>.

If you have any questions on how to properly complete this Ballot, please contact the Solicitation Agent (i) by e-mail at DRFInquiries@stretto.com, (ii) by writing to DRF Logistics, et al., Ballot Processing, c/o Stretto, 410 Exchange Suite 100, Irvine, CA 92602, or (iii) via telephone at (855) 314-0664 (U.S./Canada Toll-Free) or +1 (714) 716-1968 (outside of the U.S.). Please be advised that the Solicitation Agent cannot provide legal advice. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Class 3 (Oaktree Secured Claim) under the Plan.

IMPORTANT NOTICE REGARDING TREATMENT FOR CLASS 3
As described in more detail in the Disclosure Statement and Plan, if the Plan is confirmed and the Effective Date occurs, in accordance with Article VII of the Plan, each holder of an Allowed Oaktree Secured Claim shall receive from the Debtors or Liquidating Agent (as applicable), in full and final satisfaction, settlement, release, and discharge of such Allowed Oaktree Secured Claim, such holder’s Pro Rata share of the (i) Oaktree Initial Payment and (ii) Oaktree Additional Recovery Amount. PLEASE READ THE DISCLOSURE STATEMENT AND PLAN FOR MORE DETAILS.

The Plan can be confirmed by the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) and thereby made binding on you if it is accepted by the holders of (i) at least two-thirds in amount of the allowed Claims or Interests voted in each Impaired Class, and (ii) if the Impaired Class is a Class of Claims, more than one-half in number of the allowed Claims voted in each Impaired Class, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan (y) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan, and (z) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or if you vote to reject the Plan. To have your vote counted, you must complete, sign, and return this Ballot to the Solicitation Agent by the Voting Deadline.

Your receipt of this Ballot does not indicate that your Claim(s) has been or will be Allowed. This Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of, or distribution on account of, Class 3 Oaktree Secured Claims. You must provide all of the information requested by this Ballot. Failure to do so may result in the disqualification of your vote.

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

PLEASE COMPLETE ITEMS 1, 2, AND 3. IF THIS BALLOT HAS NOT BEEN PROPERLY SIGNED IN THE SPACE PROVIDED, YOUR VOTE MAY NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Principal Amount of Claims.

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the holder (or authorized signatory of such a holder) of an Oaktree Secured Claim in the aggregate unpaid principal amount and against the Debtors.

\$ _____

Item 2. Votes on the Plan. Please vote either to accept or to reject the Plan with respect to your Claims below. Any Ballot not marked either to accept or reject the Plan, or marked both to accept and reject the Plan, shall not be counted in determining acceptance or rejection of the Plan. **THE VOTE CAST BELOW WILL BE APPLIED IN THE SAME MANNER AGAINST EACH APPLICABLE DEBTOR.**

The undersigned holder of a Class 3 Oaktree Secured Claim votes to (check one box):

☐ **Accept** the Plan ☐ **Reject** the Plan

Item 3. Acknowledgments. By signing this Ballot, the holder (or authorized signatory of such holder) acknowledges receipt of the Plan, the Disclosure Statement, and the other applicable solicitation materials, and certifies that (i) it has the power and authority to vote to accept or reject the Plan, (ii) it was the holder (or is entitled to vote on behalf of such holder) of an Oaktree Secured Claim described in Item 1 as of the Voting Record Date, and (iii) all authority conferred, or agreed to be conferred, pursuant to this Ballot, and every obligation of the undersigned hereunder, shall be binding on the transferees, successors, assigns, heirs, executors, administrators, trustees in

bankruptcy, and legal representatives of the undersigned, and shall not be affected by, and shall survive, the death or incapacity of the undersigned.

Name of Holder

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Date Completed

E-Mail Address

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

1. Ballots received after the Voting Deadline (if the Voting Deadline has not been extended) may not, at the Debtors' discretion, be counted. **The Solicitation Agent will tabulate all properly completed Ballots received on or before the Voting Deadline.**
2. Complete the Ballot by providing all the information requested, signing, dating, and returning the Ballot to the Solicitation Agent. Any Ballot that is illegible, contains insufficient information to identify the holder, or is unsigned will not be counted. Ballots may not be submitted to the Solicitation Agent by facsimile or electronic mail. If neither the **"accept"** nor **"reject"** box is checked in Item 2, both boxes are checked in Item 2, or the Ballot is otherwise not properly completed, executed, or timely returned, then the Ballot shall not be counted in determining acceptance or rejection of the Plan.
3. You must vote all your Claims or Interests within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different or inconsistent Claims or Interests within a single Class under the Plan, the Ballots are not voted in the same manner, and you do not correct this before the Voting Deadline, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted.
4. The Ballot does not constitute, and shall not be deemed to be, a proof of claim or an assertion or admission of Claims.
5. The 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.
6. If you cast more than one Ballot voting the same Claims or Interests prior to the Voting Deadline, the latest received, properly executed Ballot submitted to the Solicitation Agent will supersede any prior Ballot.
7. If (i) the Debtors revoke or withdraw the Plan or (ii) the Confirmation Order is not entered or consummation of the Plan does not occur, this Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.
8. There may be changes made to the Plan that do not cause material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan.
9. PLEASE RETURN YOUR BALLOT PROMPTLY.
10. IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE SOLICITATION AGENT BY E-MAILING DRFINQUIRIES@STRETTO.COM; WRITING TO DRF LOGISTICS, ET AL., BALLOT PROCESSING, C/O STRETTO, 410 EXCHANGE SUITE 100, IRVINE, CA 92602; OR BY CALLING (714) 716-1968 (U.S./CANADA TOLL-FREE),

or +1 (714) 716-1968 (IF CALLING FROM OUTSIDE THE U.S.). PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

11. THE SOLICITATION AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

PLEASE SUBMIT YOUR BALLOT BY ONLY ONE OF THE FOLLOWING METHODS:

(i) online submission of an E-Ballot, (ii) paper copy submission in the return envelope provided, (iii) paper copy submission by hand delivery or overnight mail, or (iv) paper copy submission by first class mail.

IF YOU WISH TO COORDINATE HAND DELIVERY OF YOUR BALLOT, PLEASE NOTIFY THE SOLICITATION AGENT VIA E-MAIL AT DRFINQUIRIES@STRETTO.COM (WITH “DRF LOGISTICS BALLOT” IN THE SUBJECT LINE) AT LEAST 24 HOURS IN ADVANCE OF THE ANTICIPATED DELIVERY DATE.

ALL BALLOTS MUST BE PROPERLY EXECUTED, COMPLETED, AND DELIVERED ACCORDING TO THE VOTING INSTRUCTIONS SO THAT THE BALLOTS ARE ACTUALLY RECEIVED BY THE SOLICITATION AGENT NO LATER THAN THE VOTING DEADLINE.

Online E-Ballot Voting Instructions

To properly submit your Ballot electronically, you must electronically complete, sign, and return this customized electronic Ballot by utilizing the E-Ballot platform on the Debtors’ restructuring website by visiting <https://cases.stretto.com/drfflogistics>, clicking on the “File a Ballot” link and following the instructions. Your Ballot must be received by Stretto no later than **4:00 P.M. (Central Time) on November 8, 2024**, the Voting Deadline, unless such time is extended by the Debtors. HOLDERS ARE STRONGLY ENCOURAGED TO SUBMIT THEIR BALLOTS VIA THE E-BALLOT PLATFORM. Stretto’s “E-Ballot” platform is the sole manner in which ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, e-mail or other means of electronic transmission will not be counted.

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

Unique E-Ballot ID#: _____

Holders who cast a Ballot using Stretto’s “E-Ballot” platform should NOT also submit a paper Ballot. Each E-Ballot ID# is to be used solely for voting only those Claims described on your Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS NOVEMBER 8, 2024, AT 4:00 P.M. (CENTRAL TIME).

Paper Copy Ballot Submission

Stretto's Address for Receipt of Paper Ballots	
If by Hand Delivery, or Overnight Mail DRF LOGISTICS, LLC, et al. Ballot Processing, c/o Stretto 410 Exchange Suite 100 Irvine, CA 92602	If by First Class Mail DRF LOGISTICS, LLC, et al. Ballot Processing, c/o Stretto 410 Exchange Suite 100 Irvine, CA 92602

If you are unable to use the E-Ballot platform or need assistance in completing and submitting your Ballot, please contact Stretto (i) via e-mail at DRFInquiries@stretto.com, (ii) by writing to DRF Logistics, LLC, *et al.* Ballot Processing, c/o Stretto, 410 Exchange Suite 100, Irvine, CA 92602, or (iii) via telephone at (855) 314-0664 (U.S./Canada Toll-Free) or + 1 (714) 716-1968 (outside of the U.S.).

Schedule 3B

Form of Ballot for Class 4 (General Unsecured Claims)

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the Disclosure Statement and other materials accompanying this Ballot.¹

PLEASE NOTE THAT, EVEN IF YOU INTEND TO VOTE TO REJECT THE PLAN, YOU MUST STILL READ, COMPLETE, AND EXECUTE THIS ENTIRE BALLOT.

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

In re:	§	
	§	Chapter 11
	§	
DRF LOGISTICS, LLC, <i>et al.</i> ,	§	Case No. 24-90447 (CML)
	§	
	§	
Debtors. ²	§	(Jointly Administered)
	§	

**BALLOT FOR VOTING
TO ACCEPT OR REJECT DEBTORS' JOINT PLAN OF LIQUIDATION**

CLASS 4: GENERAL UNSECURED CLAIMS

IN ORDER FOR YOUR VOTE TO BE COUNTED TOWARD CONFIRMATION OF THE PLAN, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT ON OR BEFORE NOVEMBER 8, 2024 AT 4:00 P.M. (CENTRAL TIME) (THE "VOTING DEADLINE"), UNLESS EXTENDED BY THE DEBTORS.

DRF Logistics, LLC and DRF, LLC, as debtors and debtors in possession in the above-captioned chapter 11 cases (together, the "**Debtors**") are soliciting votes with respect to the *Debtors' Amended Joint Plan of Liquidation*, filed on September 23, 2024 (Docket No. 259) (including any exhibits and schedules thereto and as may be amended, supplemented, or otherwise modified from time to time, the "**Plan**"). The Plan is attached as Exhibit A to the *Disclosure Statement for Debtors' Amended Joint Plan of Liquidation*, filed on September 23, 2024 (Docket No. 261) (including any exhibits and schedules thereto and as may be amended, supplemented, or otherwise modified from time to time, the "**Disclosure Statement**").

¹ All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan, attached as Exhibit A to the Disclosure Statement.

² The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are: DRF Logistics, LLC (6861) and DRF, LLC (7236). The Debtors' mailing address is 7171 Southwest Parkway, Bldg. 300, Suite 400, Austin, TX 78735.

Please use this Ballot to cast your vote to accept or reject the Plan if you are, as of September 23, 2024 (the “**Voting Record Date**”), a holder of any unsecured Claim, not including any Interdebtor Claims, against any Debtor that is not entitled to priority under the Bankruptcy Code or any Final Order.

The Disclosure Statement provides information to assist you in deciding whether to accept or reject the Plan. If you do not have a copy of the Disclosure Statement, you may obtain a copy from Stretto, Inc. (the “**Solicitation Agent**” or “**Stretto**”) at no charge by accessing the Debtors’ restructuring website at <https://cases.stretto.com/drfllogistics>.

If you have any questions on how to properly complete this Ballot, please contact the Solicitation Agent (i) by e-mail at DRFInquiries@stretto.com, (ii) by writing to DRF Logistics, LLC, *et al.* Ballot Processing, c/o Stretto, 410 Exchange Suite 100, Irvine, CA 92602, or (iii) via telephone at (855) 314-0664 (U.S./Canada Toll-Free) or + 1 (714) 716-1968 (outside of the U.S.). Please be advised that the Solicitation Agent cannot provide legal advice. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Class 4 General Unsecured Claim under the Plan.

IMPORTANT NOTICE REGARDING TREATMENT FOR CLASS 4

As described in more detail in the Disclosure Statement and Plan, if the Plan is confirmed and the Effective Date occurs, in accordance with the distribution mechanics described in Article VII of the Plan, each holder of an Allowed General Unsecured Claim shall receive, from the Debtors or Liquidating Agent (as applicable), in full and final satisfaction, settlement, release, and discharge of such Allowed General Unsecured Claim, such holder’s Pro Rata share of (i) Unsecured Claims Initial Distribution; *provided* that, for the purposes of this clause (i), the PB Unsecured Claim shall not participate in or receive any recovery from the Unsecured Claims Initial Distribution, plus (ii) the Unsecured Claims Subsequent Distribution with such distribution(s) pursuant to this clause (ii) made in accordance with the Debtor Distribution Ratio.

PLEASE READ THE DISCLOSURE STATEMENT AND PLAN FOR MORE DETAILS.

The Plan can be confirmed by the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) and thereby made binding on you if it is accepted by the holders of (i) at least two-thirds in amount of the allowed Claims or Interests voted in each Impaired Class, and (ii) if the Impaired Class is a Class of Claims, more than one-half in number of the allowed Claims voted in each Impaired Class, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan (y) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan, and (z) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or if you vote to reject the Plan. To have your vote counted, you must complete, sign, and return this Ballot to the Solicitation Agent by the Voting Deadline.

Your receipt of this Ballot does not indicate that your Claim(s) has been or will be Allowed. This Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of, or distribution on account of, Class 4 General Unsecured Claims. You must provide all of the information requested by this Ballot. Failure to do so may result in the disqualification of your vote.

Releases. Section 11.6(b) of the Plan contains the following release provision:

SECTION 11.6(b) THIRD PARTY RELEASES.

Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, each Releasing Party is deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Released Party from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims or Causes of Action asserted or assertable on behalf of the Releasing Parties that such Releasing Parties would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise based on or relating to, or in any manner arising from, in whole or in part: any act or omission, obligation, transaction, transfer, agreement, event, or other occurrence taking place on or before the Effective Date, including any Claims or Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the governance, management, direct or indirect ownership, transactions with, or operation thereof) or their Estates; the Wind Down Estates; the Liquidating Agent; the Chapter 11 Cases (including the filing and administration thereof); the Wind Down; the RSA; the Disclosure Statement; the DIP Orders, the Settlement and Release Agreement; the Note Purchase Agreement (other than with respect to Pitney Bowes and any guarantor, whose obligations under the Note Purchase Agreement or the Note Purchase Documents shall continue as legal, valid, binding and non-avoidable obligations and the security interests securing those obligations shall remain valid, binding, enforceable, non-avoidable and properly perfected); the Secured Senior Takeback Note; the negotiation, formulation, preparation, dissemination, or consummation of the Definitive Documents or any other contract, instrument, release, or document created or entered into in connection with the Plan (including the Plan Supplement) or any of the other Definitive Documents; any other debt or Security of the Debtors and the ownership thereof; the purchase, sale, or rescission of the purchase or sale of any debt or Security of the Debtors; the subject matter of, or the transactions or events giving rise to any Claim or Interest that is treated in the Plan; the business or contractual or other arrangements or other interactions between any Releasing Party and any Released Party in connection with the Debtors; the restructuring of any Claim or Interest before or during the Chapter 11 Cases; any other in-or-out-of-court restructuring efforts of the Debtors; any intercompany obligations, transactions, or transfers; the formulation, preparation, negotiation, dissemination, solicitation, filing, confirmation, and consummation of the Plan (including the Plan Supplement); the funding of the Plan; the administration and implementation of the Plan or the Confirmation Order, including the distribution of property under the Plan; or any other agreement, act or omission, transaction, transfer, event, or other occurrence related to the foregoing and taking place on or before the Effective

Date. Notwithstanding anything to the contrary in the foregoing, the releases contained in Section 11.6(b) of the Plan shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these third-party releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state or foreign laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, or (b) releasing any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Definitive Document, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

Relevant Definitions Related to Release Provision:

“Released Parties” means each of the following in their capacity as such: (i) the Debtors; (ii) the Liquidating Agent; (iii) Pitney Bowes; (iv) the DIP Lender; (v) Oaktree; (vi) Hilco; (vii) the Creditors’ Committee, (viii) the Wind Down Estates; (ix) holders of Claims and Interests who vote to accept the Plan and do not opt out of granting the releases set forth in the Plan; and (x) with respect to each of the foregoing Entities in clauses (i) through (viii), such Entity’s Related Parties. Notwithstanding the foregoing, any Entity that opts out of the releases set forth in the Plan will not be a Released Party.

“Releasing Parties” means each of the following in their capacity as such: (i) the Debtors; (ii) the Liquidating Agent (iii) Pitney Bowes; (iv) the DIP Lender; (v) Hilco; (vi) the Creditors’ Committee; (vii) the Wind Down Estates; (viii) the holders of Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth in the Plan; (ix) the holders of Claims or Interests that vote, or are deemed, to reject the Plan or that are presumed to accept the Plan but do not opt out of granting the releases set forth in the Plan; (x) the holders of Claims and Interests that were given notice of the opportunity to opt out of granting the releases set forth in the Plan but did not opt out; and (xi) any other Released Party, provided that for Released Parties included in clause (x) of the Released Parties defined term, solely to the extent such Entities have authority on behalf of their respective Related Parties to grant any applicable releases (in each case with respect to the foregoing, with the exception of Oaktree).

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

PLEASE COMPLETE ITEMS 1, 2, 3, AND 4. IF THIS BALLOT HAS NOT BEEN PROPERLY SIGNED IN THE SPACE PROVIDED, YOUR VOTE MAY NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Amount of Claims.

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the holder (or authorized signatory of such a holder) of a General Unsecured Claim in the amount and against the Debtor set forth below.

\$ _____ Debtor: _____

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

Prior to voting on the Plan, please note the following:

If you (i) do not vote either to accept or reject the Plan and do not check the box in Item 3 below, (ii) vote to reject the Plan and do not check the box in Item 3 below, (iii) vote to accept the Plan and do not check the box in Item 3 below, or (iv) are a Released Party as defined in the Plan (even if such Released Party purports to opt out of the releases set forth in the Plan) (in each case with respect to the foregoing, with the exception of Oaktree), in each case you shall be deemed to have consented to the release provisions set forth in Section 11.6(b) of the Plan.

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

The undersigned holder of a Class 4 General Unsecured Claim votes to (check one box):

☐ **Accept** the Plan ☐ **Reject** the Plan

Item 3. Optional Opt-Out Release Election. Check the box below if you elect not to grant the releases contained in Section 11.6(b) of the Plan. If you voted to accept or reject the Plan in Item 2 above or if you are abstaining from voting to accept or reject the Plan, check this box if you elect not to grant the releases contained in Section 11.6(b) of the Plan. Election to withhold consent is at your option. **If you are a Released Party as defined in the Plan, you may not complete this Item 3, and if you complete this Item 3, your “opt-out” election will be ineffective.** If you submit an accepting or rejecting Ballot, or if you abstain from submitting a Ballot and, in each case, you do not check the box below, you will be deemed to consent to the releases contained in

Section 11.6(b) of the Plan to the fullest extent permitted by applicable law. The holder of a Class 4 General Unsecured Claim set forth in Item 1 elects to:

☐ **OPT OUT** of the releases contained only in Section 11.6(b) of the Plan.

Item 4. Acknowledgments. By signing this Ballot, the holder (or authorized signatory of such holder) acknowledges receipt of the Plan, the Disclosure Statement, and the other applicable solicitation materials, and certifies that (i) it has the power and authority to vote to accept or reject the Plan, (ii) it was the holder (or is entitled to vote on behalf of such holder) of a General Unsecured Claim described in Item 1 as of the Voting Record Date, and (iii) all authority conferred, or agreed to be conferred, pursuant to this Ballot, and every obligation of the undersigned hereunder, shall be binding on the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned, and shall not be affected by, and shall survive, the death or incapacity of the undersigned.

Name of Holder

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Date Completed

E-Mail Address

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

1. Ballots received after the Voting Deadline (if the Voting Deadline has not been extended) may not, at the Debtors' discretion, be counted. **The Solicitation Agent will tabulate all properly completed Ballots received on or before the Voting Deadline.**
2. Complete the Ballot by providing all the information requested, signing, dating, and returning the Ballot to the Solicitation Agent. Any Ballot that is illegible, contains insufficient information to identify the holder, or is unsigned will not be counted. Ballots may not be submitted to the Solicitation Agent by facsimile or electronic mail. If neither the **"accept"** nor **"reject"** box is checked in Item 2, both boxes are checked in Item 2, or the Ballot is otherwise not properly completed, executed, or timely returned, then the Ballot shall not be counted in determining acceptance or rejection of the Plan.
3. You must vote all your Claims or Interests within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different or inconsistent Claims or Interests within a single Class under the Plan, the Ballots are not voted in the same manner, and you do not correct this before the Voting Deadline, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted.
4. The Ballot does not constitute, and shall not be deemed to be, a proof of claim or an assertion or admission of Claims.
5. The 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.
6. If you cast more than one Ballot voting the same Claims or Interests prior to the Voting Deadline, the latest received, properly executed Ballot submitted to the Solicitation Agent will supersede any prior Ballot.
7. If (i) the Debtors revoke or withdraw the Plan, or (ii) the Confirmation Order is not entered or consummation of the Plan does not occur, this Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.
8. There may be changes made to the Plan that do not cause material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan.
9. PLEASE RETURN YOUR BALLOT PROMPTLY.
10. IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE SOLICITATION AGENT BY E-MAILING DRFINQUIRIES@STRETTO.COM; WRITING TO DRF LOGISTICS, ET AL., BALLOT PROCESSING, C/O STRETTO, 410 EXCHANGE SUITE 100, IRVINE, CA 92602; OR BY CALLING (714) 716-1968 (U.S./CANADA TOLL-FREE),

or +1 (714) 716-1968 (IF CALLING FROM OUTSIDE THE U.S.). PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

11. THE SOLICITATION AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

PLEASE SUBMIT YOUR BALLOT BY ONLY ONE OF THE FOLLOWING METHODS:

(i) online submission of an E-Ballot; (ii) paper copy submission, in the return envelope provided; (iii) paper copy submission by hand delivery or overnight mail; or (iv) paper copy submission by first class mail.

IF YOU WISH TO COORDINATE HAND DELIVERY OF YOUR BALLOT, PLEASE NOTIFY THE SOLICITATION AGENT VIA E-MAIL AT DRFINQUIRIES@STRETTO.COM (WITH “DRF LOGISTICS BALLOT” IN THE SUBJECT LINE) AT LEAST 24 HOURS IN ADVANCE OF THE ANTICIPATED DELIVERY DATE.

ALL BALLOTS MUST BE PROPERLY EXECUTED, COMPLETED, AND DELIVERED ACCORDING TO THE VOTING INSTRUCTIONS SO THAT THE BALLOTS ARE ACTUALLY RECEIVED BY THE SOLICITATION AGENT NO LATER THAN THE VOTING DEADLINE.

Online E-Ballot Voting Instructions

To properly submit your Ballot electronically, you must electronically complete, sign, and return this customized electronic Ballot by utilizing the E-Ballot platform on the Debtors’ restructuring website by visiting <https://cases.stretto.com/drfflogistics>, clicking on the “E-Ballot” link and following the instructions. Your Ballot must be received by Stretto no later than **4:00 P.M. (Central Time) on November 8, 2024**, the Voting Deadline, unless such time is extended by the Debtors. HOLDERS ARE STRONGLY ENCOURAGED TO SUBMIT THEIR BALLOTS VIA THE E-BALLOT PLATFORM. Stretto’s “E-Ballot” platform is the sole manner in which ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, e-mail or other means of electronic transmission will not be counted.

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

Unique E-Ballot ID#: _____

Holders who cast a Ballot using Stretto’s “E-Ballot” platform should NOT also submit a paper Ballot. Each E-Ballot ID# is to be used solely for voting only those Claims described on your Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS NOVEMBER 8, 2024, AT 4:00 P.M. (CENTRAL TIME).

Paper Copy Ballot Submission

Stretto's Address for Receipt of Paper Ballots	
If by Hand Delivery, or Overnight Mail DRF LOGISTICS, LLC, et al. Ballot Processing, c/o Stretto 410 Exchange Suite 100 Irvine, CA 92602	If by First Class Mail DRF LOGISTICS, LLC, et al. Ballot Processing, c/o Stretto 410 Exchange Suite 100 Irvine, CA 92602

If you are unable to use the E-Ballot platform or need assistance in completing and submitting your Ballot, please contact Stretto (i) via e-mail at DRFInquiries@stretto.com, (ii) by writing to DRF Logistics, LLC, *et al.* Ballot Processing, c/o Stretto, 410 Exchange Suite 100, Irvine, CA 92602, or (iii) via telephone at (855) 314-0664 (U.S./Canada Toll-Free) or + 1 (714) 716-1968 (outside of the U.S.).

Schedule 3C

Form of Ballot for Class 6A (Existing DRF Logistics Equity Interests)

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the Disclosure Statement and other materials accompanying this Ballot.¹

PLEASE NOTE THAT, EVEN IF YOU INTEND TO VOTE TO REJECT THE PLAN, YOU MUST STILL READ, COMPLETE, AND EXECUTE THIS ENTIRE BALLOT.

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

In re:	§	Chapter 11
	§	
DRF LOGISTICS, LLC, <i>et al.</i> ,	§	Case No. 24-90447 (CML)
	§	
	§	
Debtors. ²	§	(Jointly Administered)
	§	

**BALLOT FOR VOTING TO
ACCEPT OR REJECT DEBTORS' JOINT PLAN OF LIQUIDATION**

CLASS 6A: EXISTING DRF LOGISTICS EQUITY INTERESTS

IN ORDER FOR YOUR VOTE TO BE COUNTED TOWARD CONFIRMATION OF THE PLAN, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT ON OR BEFORE NOVEMBER 8, 2024 AT 4:00 P.M. (CENTRAL TIME) (THE "VOTING DEADLINE"), UNLESS EXTENDED BY THE DEBTORS.

DRF Logistics, LLC and DRF, LLC, as debtors and debtors in possession in the above-captioned chapter 11 cases (together, the "**Debtors**") are soliciting votes with respect to the *Debtors' Amended Joint Plan of Liquidation*, filed on September 23, 2024 (Docket No. 259) (including any exhibits and schedules thereto and as may be amended, supplemented, or otherwise modified from time to time, the "**Plan**"). The Plan is attached as Exhibit A to the *Disclosure Statement for Debtors' Amended Joint Plan of Liquidation*, filed on September 23, 2024 (Docket No. 261) (including any exhibits and schedules thereto and as may be amended, supplemented, or otherwise modified from time to time, the "**Disclosure Statement**").

¹ All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan, attached as Exhibit A to the Disclosure Statement.

² The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are: DRF Logistics, LLC (6861) and DRF, LLC (7236). The Debtors' mailing address is 7171 Southwest Parkway, Bldg. 300, Suite 400, Austin, TX 78735.

Please use this Ballot to cast your vote to accept or reject the Plan if you are, as of September 23, 2024 (the “**Voting Record Date**”), a holder of equity interests in DRF Logistics, LLC (“**Existing DRF Logistics Equity Interests**”).

The Disclosure Statement provides information to assist you in deciding whether to accept or reject the Plan. If you do not have a copy of the Disclosure Statement, you may obtain a copy from Stretto, Inc. (the “**Solicitation Agent**” or “**Stretto**”) at no charge by accessing the Debtors’ restructuring website at <https://cases.stretto.com/drfllogistics>.

If you have any questions on how to properly complete this Ballot, please contact the Solicitation Agent (i) by e-mail at DRFInquiries@stretto.com, (ii) by writing to DRF Logistics, LLC, et al. Ballot Processing, c/o Stretto, 410 Exchange Suite 100, Irvine, CA 92602, or (iii) via telephone at (855) 314-0664 (U.S./Canada Toll-Free) or +1 (714) 716-1968 (outside of the U.S.). Please be advised that the Solicitation Agent cannot provide legal advice. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Class 6A (Existing DRF Logistics Equity Interests) under the Plan.

IMPORTANT NOTICE REGARDING TREATMENT FOR CLASS 6A

As described in more detail in the Disclosure Statement and Plan, if the Plan is confirmed and the Effective Date occurs, in accordance with the distribution mechanics described in Article VII of the Plan, each holder of an Allowed Existing DRF Logistics Equity Interests shall receive, from the Debtors or Liquidating Agent (as applicable), in full and final satisfaction, settlement, release, and discharge of such Allowed Existing DRF Logistics Equity Interests, such holder’s Pro Rata share of any remaining Cash following payment in full of all (i) Allowed General Unsecured Claims, (ii) Allowed Oaktree Secured Claims, and (iii) Allowed DIP Claims against DRF Logistics, LLC.
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PLEASE READ THE DISCLOSURE STATEMENT AND PLAN FOR MORE DETAILS.

The Plan can be confirmed by the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) and thereby made binding on you if it is accepted by the holders of (i) at least two-thirds in amount of the allowed Claims or Interests voted in each Impaired Class, and (ii) if the Impaired Class is a Class of Claims, more than one-half in number of the allowed Claims voted in each Impaired Class, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan (y) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan, and (z) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or if you vote to reject the Plan. To have your vote counted, you must complete, sign, and return this Ballot to the Solicitation Agent by the Voting Deadline.

Your receipt of this Ballot does not indicate that your Interest(s) has been or will be Allowed. This Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of, or distribution on account of, Class 6A Existing DRF

Logistics Equity Interests. You must provide all of the information requested by this Ballot. Failure to do so may result in the disqualification of your vote.

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

PLEASE COMPLETE ITEMS 1, 2, AND 3. IF THIS BALLOT HAS NOT BEEN PROPERLY SIGNED IN THE SPACE PROVIDED, YOUR VOTE MAY NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Certification of Interests.

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the holder (or authorized signatory of such a holder) of Existing DRF Logistics Equity Interest(s) in the Debtors.

Item 2. Votes on the Plan. Please vote either to accept or to reject the Plan with respect to your Interests below. Any Ballot not marked either to accept or reject the Plan, or marked both to accept and reject the Plan, shall not be counted in determining acceptance or rejection of the Plan. **THE VOTE CAST BELOW WILL BE APPLIED IN THE SAME MANNER AGAINST EACH APPLICABLE DEBTOR.**

The undersigned holder of Class 6A Existing DRF Logistics Equity Interests votes to (check one box):

☐ **Accept** the Plan ☐ **Reject** the Plan

Item 3. Acknowledgments. By signing this Ballot, the holder (or authorized signatory of such holder) acknowledges receipt of the Plan, the Disclosure Statement, and the other applicable solicitation materials, and certifies that (i) it has the power and authority to vote to accept or reject the Plan, (ii) it was the holder (or is entitled to vote on behalf of such holder) of Existing DRF Logistics Equity Interests described in Item 1 as of the Voting Record Date, and (iii) all authority conferred, or agreed to be conferred, pursuant to this Ballot, and every obligation of the undersigned hereunder, shall be binding on the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned, and shall not be affected by, and shall survive, the death or incapacity of the undersigned.

Name of Holder

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Date Completed

E-Mail Address

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

1. Ballots received after the Voting Deadline (if the Voting Deadline has not been extended) may not, at the Debtors' discretion, be counted. **The Solicitation Agent will tabulate all properly completed Ballots received on or before the Voting Deadline.**
2. Complete the Ballot by providing all the information requested, signing, dating, and returning the Ballot to the Solicitation Agent. Any Ballot that is illegible, contains insufficient information to identify the holder, or is unsigned will not be counted. Ballots may not be submitted to the Solicitation Agent by facsimile or electronic mail. If neither the **"accept"** nor **"reject"** box is checked in Item 2, both boxes are checked in Item 2, or the Ballot is otherwise not properly completed, executed, or timely returned, then the Ballot shall not be counted in determining acceptance or rejection of the Plan.
3. You must vote all your Claims or Interests within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different or inconsistent Claims or Interests within a single Class under the Plan, the Ballots are not voted in the same manner, and you do not correct this before the Voting Deadline, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted.
4. The Ballot does not constitute, and shall not be deemed to be, a proof of claim or an assertion or admission of Claims.
5. The 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.
6. If you cast more than one Ballot voting the same Claims or Interests prior to the Voting Deadline, the latest received, properly executed Ballot submitted to the Solicitation Agent will supersede any prior Ballot.
7. If (i) the Debtors revoke or withdraw the Plan or (ii) the Confirmation Order is not entered or consummation of the Plan does not occur, this Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.
8. There may be changes made to the Plan that do not cause material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan.
9. PLEASE RETURN YOUR BALLOT PROMPTLY.
10. IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE SOLICITATION AGENT BY E-MAILING DRFINQUIRIES@STRETTO.COM; WRITING TO DRF LOGISTICS, LLC, ET AL. BALLOT PROCESSING, C/O STRETTO, 410 EXCHANGE SUITE 100, IRVINE, CA 92602; OR BY CALLING (855) 314-0664 (U.S./CANADA TOLL-FREE),

or +1 (714) 716-1968 (IF CALLING FROM OUTSIDE THE U.S.). PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

11. THE SOLICITATION AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

PLEASE SUBMIT YOUR BALLOT BY ONLY ONE OF THE FOLLOWING METHODS:

(i) Online submission of an E-Ballot; (ii) paper copy submission; in the return envelope provided, (iii) paper copy submission by hand delivery or overnight mail; or (iv) paper copy submission by first class mail.

IF YOU WISH TO COORDINATE HAND DELIVERY OF YOUR BALLOT, PLEASE NOTIFY THE SOLICITATION AGENT VIA E-MAIL AT DRFINQUIRIES@STRETTO.COM (WITH “DRF LOGISTICS BALLOT” IN THE SUBJECT LINE) AT LEAST 24 HOURS IN ADVANCE OF THE ANTICIPATED DELIVERY DATE.

ALL BALLOTS MUST BE PROPERLY EXECUTED, COMPLETED, AND DELIVERED ACCORDING TO THE VOTING INSTRUCTIONS SO THAT THE BALLOTS ARE ACTUALLY RECEIVED BY THE SOLICITATION AGENT NO LATER THAN THE VOTING DEADLINE.

Online E-Ballot Voting Instructions

To properly submit your Ballot electronically, you must electronically complete, sign, and return this customized electronic Ballot by utilizing the E-Ballot platform on the Debtors’ restructuring website by visiting <https://cases.stretto.com/drfflogistics>, clicking on the “File a Ballot” link and following the instructions. Your Ballot must be received by Stretto no later than **4:00 P.M. (Central Time) on November 8, 2024**, the Voting Deadline, unless such time is extended by the Debtors. HOLDERS ARE STRONGLY ENCOURAGED TO SUBMIT THEIR BALLOTS VIA THE E-BALLOT PLATFORM. Stretto’s “E-Ballot” platform is the sole manner in which ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, e-mail or other means of electronic transmission will not be counted.

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

Unique E-Ballot ID#: _____

Holders who cast a Ballot using Stretto’s “E-Ballot” platform should NOT also submit a paper Ballot. Each E-Ballot ID# is to be used solely for voting only those Claims described on your Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS NOVEMBER 8, 2024, AT 4:00 P.M. (CENTRAL TIME).

Paper Copy Ballot Submission

Stretto's Address for Receipt of Paper Ballots	
If by Hand Delivery, or Overnight Mail	If by First Class Mail
DRF Logistics, LLC, <i>et al.</i> Ballot Processing c/o Stretto 410 Exchange Suite 100 Irvine, CA 92602	DRF Logistics, LLC, <i>et al.</i> Ballot Processing c/o Stretto 410 Exchange Suite 100 Irvine, CA 92602

If you are unable to use the E-Ballot platform or need assistance in completing and submitting your Ballot, please contact Stretto (i) via e-mail at DRFInquiries@stretto.com, (ii) by writing to DRF Logistics, LLC, *et al.* Ballot Processing, c/o Stretto, 410 Exchange Suite 100, Irvine, CA 92602, or (iii) via telephone at (855) 314-0664 (U.S./Canada Toll-Free) or + 1 (714) 716-1968 (outside of the U.S.).

Schedule 4

Form of Notice of Non-Voting Status

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

In re:	§	Chapter 11
DRF LOGISTICS, LLC, <i>et al.</i> ,	§	Case No. 24-90447 (CML)
Debtors. ¹	§	(Jointly Administered)
	§	
	§	
	§	

NOTICE OF NON-VOTING STATUS

On August 8, 2024 (the “**Petition Date**”), DRF Logistics, LLC and DRF, LLC, as debtors and debtors in possession in the above captioned cases (together, the “**Debtors**”), each commenced a case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”).

On [●], 2024 the Bankruptcy Court approved the *Disclosure Statement for Debtors’ Amended Joint Plan of Liquidation*, filed on September 23, 2024 (Docket No. 261) (including any exhibits and schedules thereto and as may be amended, supplemented, or otherwise modified from time to time, the “**Disclosure Statement**”)² and granted related relief, and thereafter entered an order (Docket No. [●]) (the “**Disclosure Statement Order**”) with respect thereto. The Disclosure Statement Order, among other things, authorizes the Debtors to solicit votes to accept the *Debtors’ Amended Joint Plan of Liquidation*, filed on September 23, 2024 (Docket No. 259) (including any exhibits and schedules thereto and as may be amended, supplemented, or otherwise modified from time to time, the “**Plan**”). If you have any questions about the status of your Claim or if you wish to obtain paper copies of the Plan and Disclosure Statement, you may contact Stretto, Inc. (the “**Solicitation Agent**” or “**Stretto**”) (i) by e-mail at DRFInquiries@stretto.com, (ii) by writing to DRF Logistics, LLC, et al. Ballot Processing, c/o Stretto, 410 Exchange Suite 100, Irvine, CA 92602, or (iii) by telephone at (855) 314-0664 (U.S./Canada Toll-Free) or + 1 (714) 716-1968 (outside of the U.S.). Copies of the Plan and Disclosure Statement can also be accessed free of charge online at <https://cases.stretto.com/drfllogistics>. Please be advised that Stretto cannot provide legal advice.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are: DRF Logistics, LLC (6861) and DRF, LLC (7236). The Debtors’ mailing address is 7171 Southwest Parkway, Bldg. 300, Suite 400, Austin, TX 78735.

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

You are receiving this notice (this “Notice of Non-Voting Status”) because, according to the Debtors’ books and records, you are a holder of:

- (i) **Class 1 (Other Priority Claims)** under the Plan, which provides that your Claim(s) against the Debtors is Unimpaired and, therefore, pursuant to section 1126(f) of the Bankruptcy Code, you are presumed to have accepted the Plan and not entitled to vote on the Plan; or
- (ii) **Class 2 (Other Secured Claims)** under the Plan, which provides that your Claim(s) against the Debtors is Unimpaired and, therefore, pursuant to section 1126(f) of the Bankruptcy Code, you are presumed to have accepted the Plan and not entitled to vote on the Plan;

The deadline for filing objections to confirmation of the Plan is **November 8, 2024 at 4:00 p.m. (Central Time) (the “Plan Objection Deadline”)**. Any objections to the Plan must (i) be in writing, (ii) conform to the Bankruptcy Rules, the Bankruptcy Local Rules, and any order of the Bankruptcy Court, (iii) set forth the name of the objecting party and the nature and amount of Claims held or asserted by the objecting party against the Debtors’ estates or property, and (iv) provide the basis for the objection, and the specific grounds therefor, and, if practicable, a proposed modification to the Plan that would resolve such objection. Registered users of the Bankruptcy Court’s case filing system must electronically file their objections and responses on or before the Plan Objection Deadline. All other parties in interest must file their objections and responses in writing with the United States Bankruptcy Court Clerk’s Office, Nathan Ochsner, United States Courthouse, 515 Rusk Avenue, Houston, Texas 77002, on or before the Plan Objection Deadline.

Please review the attached optional Release Opt-Out Form for further information related to the third-party release provisions set forth in the Plan and your option to elect not to grant such releases.

If you have questions about this Notice of Non-Voting Status, please contact
Stretto, Inc.

E-mail: DRFInquiries@stretto.com

Mail: by writing to DRF Logistics, LLC, et. al., Ballot Processing, c/o Stretto
410 Exchange Suite 100, Irvine, CA 92602

Telephone: (855) 314-0664 (U.S./Canada Toll-Free) or
+1 (714) 716-1968 (outside of the U.S.)

Dated: [●], 2024
Houston, Texas

/s/ DRAFT

WEIL, GOTSHAL & MANGES LLP
Gabriel A. Morgan (24125891)
Clifford W. Carlson (24090024)
700 Louisiana Street, Suite 3700
Houston, Texas 77002
Telephone: (713) 546-5000
Facsimile: (713) 224-9511
Email: Gabriel.Morgan@weil.com
Clifford.Carlson@weil.com

-and-

WEIL, GOTSHAL & MANGES LLP
Ray C. Schrock (admitted *pro hac vice*)
Ronit J. Berkovich (admitted *pro hac vice*)
Lauren Tauro (admitted *pro hac vice*)
Alexander P. Cohen (24109739)
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Email: Ray.Schrock@weil.com
Ronit.Berkovich@weil.com
Lauren.Tauro@weil.com
Alexander.Cohen@weil.com

*Proposed Attorneys for Debtors
and Debtors in Possession*

OPTIONAL: RELEASE OPT-OUT FORM

You are receiving this opt-out form (the “**Release Opt-Out Form**”) because you are or may be a holder of a Claim that is not entitled to vote to accept or reject the Plan. A holder of Claims is deemed to grant the third-party releases set forth below unless such holder affirmatively opts out on or before **November 8, 2024 at 4:00 p.m. (Central Time)** (the “**Opt-Out Deadline**”). The Debtors may, in their discretion, extend the Opt-Out Deadline without further order of the Court.

If you believe you are a holder of a Claim with respect to the Debtors and wish to opt out of the third-party releases set forth in Section 11.6(b) of the Plan, you must complete, sign and date this Release Opt-Out Form and return it promptly via first class mail (or in the enclosed reply envelope provided), overnight courier, or hand delivery to the Solicitation Agent at the address set forth below. Alternatively, you may submit your Release Opt-Out Form electronically, by the method set forth below.

To ensure that your Release Opt-Out Form is counted, clearly sign and return your Release Opt-Out Form in the enclosed pre-addressed, pre-paid envelope or via first class mail, overnight courier, or hand delivery to:

Stretto’s Address for Receipt of Opt-Out Forms	
If by Hand Delivery, or Overnight Mail	
DRF Logistics, LLC, <i>et al.</i> Ballot Processing c/o Stretto 410 Exchange Suite 100 Irvine, CA 92602	
If by First Class Mail	
DRF Logistics, LLC, <i>et al.</i> Ballot Processing c/o Stretto 410 Exchange Suite 100 Irvine, CA 92602	

To coordinate hand delivery of your Release Opt-Out Form, please e-mail DRFInquiries@stretto.com and provide the anticipated date and time of your delivery.

OR

Submit your Release Opt-Out Form by electronic, online submission as follows:

By electronic, online submission:

Please visit <https://cases.stretto.com/drfllogistics>. Click on the “File a Ballot” section of the Debtors’ website and follow the directions to submit your Release Opt-Out Form. If you choose to submit your Release Opt-Out Form via Stretto’s E-Opt Out 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 your customized electronic Release Opt-Out Form:

Unique E-Opt Out ID#: _____

“E-Opt Out” is the sole manner in which this Release Opt-Out Form will be accepted via electronic or online transmission. Release Opt-Out Forms submitted by facsimile or e-mail will not be counted.

THIS RELEASE OPT-OUT FORM MUST BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY THE OPT-OUT DEADLINE. IF THE RELEASE OPT-OUT FORM IS RECEIVED AFTER THE OPT-OUT DEADLINE, IT WILL NOT BE COUNTED.

THE OPT-OUT DEADLINE IS NOVEMBER 8, 2024 AT 4:00 P.M. (CENTRAL TIME).

Item 1. Holder of Claim. The undersigned certifies that, as of September 23, 2024, the undersigned was the holder of Class 1 (Other Priority Claims) or Class 2 (Other Secured Claims) as indicated below:

☐ Class 1 (Other Priority Claims)

☐ Class 2 (Other Secured Claims)

Item 2. Releases. Section 11.6(b) of the Plan contains the following release provision:

SECTION 11.6(b) THIRD PARTY RELEASES.

Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, each Releasing Party is deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Released Party from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims or Causes of Action asserted or assertable on behalf of the Releasing Parties that such Releasing Parties would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise based on or relating to, or in any manner arising from, in whole or in part: any act or omission, obligation,

transaction, transfer, agreement, event, or other occurrence taking place on or before the Effective Date, including any Claims or Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the governance, management, direct or indirect ownership, transactions with, or operation thereof) or their Estates; the Wind Down Estates; the Liquidating Agent; the Chapter 11 Cases (including the filing and administration thereof); the Wind Down; the RSA; the Disclosure Statement; the DIP Orders, the Settlement and Release Agreement; the Note Purchase Agreement (other than with respect to Pitney Bowes and any guarantor, whose obligations under the Note Purchase Agreement or the Note Purchase Documents shall continue as legal, valid, binding and non-avoidable obligations and the security interests securing those obligations shall remain valid, binding, enforceable, non-avoidable and properly perfected); the Secured Senior Takeback Note; the negotiation, formulation, preparation, dissemination, or consummation of the Definitive Documents or any other contract, instrument, release, or document created or entered into in connection with the Plan (including the Plan Supplement) or any of the other Definitive Documents; any other debt or Security of the Debtors and the ownership thereof; the purchase, sale, or rescission of the purchase or sale of any debt or Security of the Debtors; the subject matter of, or the transactions or events giving rise to any Claim or Interest that is treated in the Plan; the business or contractual or other arrangements or other interactions between any Releasing Party and any Released Party in connection with the Debtors; the restructuring of any Claim or Interest before or during the Chapter 11 Cases; any other in-or-out-of-court restructuring efforts of the Debtors; any intercompany obligations, transactions, or transfers; the formulation, preparation, negotiation, dissemination, solicitation, filing, confirmation, and consummation of the Plan (including the Plan Supplement); the funding of the Plan; the administration and implementation of the Plan or the Confirmation Order, including the distribution of property under the Plan; or any other agreement, act or omission, transaction, transfer, event, or other occurrence related to the foregoing and taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases contained in Section 11.6(b) of the Plan shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these third-party releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state or foreign laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, or (b) releasing any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Definitive Document, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

Relevant Definitions Related to Release Provision:

“Released Parties” means each of the following in their capacity as such: (i) the Debtors; (ii) the Liquidating Agent; (iii) Pitney Bowes; (iv) the DIP Lender; (v) Oaktree; (vi) Hilco; (vii) the Creditors’ Committee, (viii) the Wind Down Estates; (ix) holders of Claims and Interests who vote to accept the Plan and do not opt out of granting the releases set forth in the Plan; and (x) with respect to each of the foregoing Entities in clauses (i) through (viii), such Entity’s Related Parties. Notwithstanding the foregoing, any Entity that opts out of the releases set forth in the Plan will not be a Released Party.

“Releasing Parties” means each of the following in their capacity as such: (i) the Debtors; (ii) the Liquidating Agent (iii) Pitney Bowes; (iv) the DIP Lender; (v) Hilco; (vi) the Creditors’ Committee; (vii) the Wind Down Estates; (viii) the holders of Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth in the Plan; (ix) the holders of Claims or Interests that vote, or are deemed, to reject the Plan or that are presumed to accept the Plan but do not opt out of granting the releases set forth in the Plan; (x) the holders of Claims and Interests that were given notice of the opportunity to opt out of granting the releases set forth in the Plan but did not opt out; and (xi) any other Released Party, provided that for Released Parties included in clause (x) of the Released Parties defined term, solely to the extent such Entities have authority on behalf of their respective Related Parties to grant any applicable releases (in each case with respect to the foregoing, with the exception of Oaktree).

PURSUANT TO THE PLAN, IF YOU, AS A HOLDER OF CLAIMS WHO HAS BEEN GIVEN NOTICE OF THE OPPORTUNITY TO OPT OUT OF GRANTING THE RELEASES SET FORTH IN SECTION 11.6(b) OF THE PLAN BUT DO NOT OPT OUT, YOU ARE AUTOMATICALLY DEEMED TO HAVE CONSENTED TO THE RELEASE PROVISIONS IN SECTION 11.6(b) OF THE PLAN.

By checking the box below, the undersigned holder of the Claims identified in Item 1 above, having received notice of the opportunity to opt out of granting the releases contained in Section 11.6(b) of the Plan:

☐ **Elects to opt out of the releases contained in Section 11.6(b) of the Plan.**

Item 3. Certifications. By signing this Release Opt-Out Form, the undersigned certifies that:

(a) as of the Voting Record Date, either (i) the holder is the holder of the Claims set forth in Item 1 or (ii) the holder is an authorized signatory for an entity that is a holder of the Claims set forth in Item 1;

(b) the undersigned has received a copy of the Notice of Non-Voting Status and the Release Opt-Out Form and that the Release Opt-Out Form is made pursuant to the terms and conditions set forth therein;

(c) the undersigned has submitted the same election concerning the releases with respect to all Claims in a single Class set forth in Item 1; and

(d) that no other Release Opt-Out Form with respect to the amount(s) of Claims identified in Item 1 have been submitted or, if any other Release Opt-Out Forms have been submitted with respect to such Claims, then any such earlier Release Opt-Out Forms are hereby revoked.

Name of holder: _____

Signature: _____

Name and Title of Signatory
(if different than holder): _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

IF YOU WISH TO OPT OUT, PLEASE COMPLETE, SIGN, AND DATE THIS RELEASE OPT-OUT FORM AND RETURN IT TO THE SOLICITATION AGENT AS SET FORTH HEREIN.

THE OPT-OUT DEADLINE IS NOVEMBER 8, 2024 AT 4:00 P.M. (CENTRAL TIME)