



Order Filed on February 24, 2026
by Clerk
U.S. Bankruptcy Court
District of New Jersey

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

In re:

MULTI-COLOR CORPORATION, *et al.*

Debtors.¹

Chapter 11

Case No. 26-10910 (MBK)

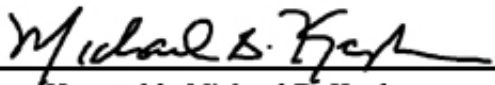
(Jointly Administered)

STIPULATION AND AGREED ORDER

**(I) APPOINTING HON. JOSEPH A. GREENAWAY, JR. (RET.) AS
MEDIATOR TO MEDIATE THE MEDIATION TOPICS, (II) REFERRING SUCH
MATTERS TO MEDIATION, (III) DIRECTING THE MEDIATION PARTIES TO
PARTICIPATE IN THE MEDIATION, AND (IV) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through eighteen (18), is
ORDERED.

DATED: February 24, 2026


Honorable Michael B. Kaplan
United States Bankruptcy Judge

¹ The last four digits of Debtor Multi-Color Corporation's tax identification number are 5853. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.veritaglobal.net/MCC>. The location of the Debtors' service address for purposes of these Chapter 11 Cases is: 3284 Northside Parkway NW, Suite 400, Atlanta, Georgia 30327.

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Case No. 26-10910 (MBK)
Caption of Order: Stipulation and Agreed Order (I) Appointing Hon. Joseph A. Greenaway, Jr. (Ret.) as Mediator to Mediate the Mediation Topics, (II) Referring Such Matters to Mediation, (III) Directing the Mediation Parties to Participate in the Mediation, and (IV) Granting Related Relief

Pursuant to the Court's February 2, 2026 order, this stipulation and agreed order (the "Stipulation and Agreed Order") pursuant to section 105(a) of title 11 of the United States Code (the "Bankruptcy Code") and rule 9019-2 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the "Local Rules"), and rule 502(d) of the Federal Rules of Evidence among: (a) Multi-Color Corporation and its affiliated debtors in possession (collectively, the "Debtors"); (b) Clayton Dubilier & Rice LLC, on behalf of itself and its affiliates that have executed and delivered counterpart signature pages to the Restructuring Support Agreement,² in their collective capacity as funded debt holders ("CD&R Lender"), Sponsor, and Plan Sponsor; (c) the Secured Ad Hoc Group; (c) the Cross-Holder Ad Hoc Group;³ (d) the ad hoc group of certain beneficial holders and/or investment advisors or managers of beneficial holders of the Debtors' funded debt obligations as set forth in the *Joint Verified Statement of Willkie Farr & Gallagher LLP and Rolnick Kramer Sadighi LLP Pursuant to Federal Rule of Bankruptcy Procedure 2019* [Docket No. 73] (the "Excluded First Lien Lenders"); and (e) the statutory committee of unsecured creditors, if any (the "Committee") (collectively with the Debtors, CD&R Lender, the Sponsor, the Plan Sponsor, the Secured Ad Hoc Group, the Cross-Holder Ad Hoc Group, the Excluded First Lien Lenders, and, if applicable, the Additional Mediation Parties (as

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

³ As reflected in the *Joint Verified Statement of Jones Day and Wollmuth Maher & Deutsch LLP Pursuant to Bankruptcy Rule 2019* (Docket No. 199). To the extent the Rule 2019 statement is supplemented to include additional members, such members may become a Party to the Mediation.

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defined below), the “Mediation Parties”), sets forth the terms and conditions of the Mediation (defined below).

WHEREAS, on January 29, 2026, each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code in the Bankruptcy Court for the District of New Jersey (the “Court”). The Debtors continue to operate their businesses and manage their assets as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, the Debtors’ chapter 11 cases (the “Chapter 11 Cases”) have been jointly administered for procedural purposes;

WHEREAS, having been ordered to Mediation, the Mediation Parties have agreed upon the terms of this Stipulation and Agreed Order;

WHEREAS, having been ordered to Mediation, the Mediation Parties now seek entry of this Stipulation and Agreed Order (a) appointing Judge Joseph A. Greenaway, Jr. (Ret.) as mediator in these Chapter 11 Cases with respect to the matters set forth herein, (b) directing the proposed Mediation Parties to participate in mediation, (c) referring the Mediation Topics (as defined below) to mediation, and (d) granting related relief;

WHEREAS, due and sufficient notice of the Stipulation and Agreed Order having been given under the particular circumstances; and it appearing that no other or further notice need be provided; and it appearing that the relief provided in the Stipulation and Agreed Order is in the best interests of the Debtors, their estates, their creditors, stakeholders, and other parties in interest;

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WHEREAS, the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court under Title 11* (D.N.J. amended June 6, 2025) (Bumb, C.J.) and each Mediation Party confirms its consent to the entry of a final order by the Court of this Stipulation and Agreed Order to the extent that it is later determined that the Court, absent consent of each Mediation Party and, as applicable, each Additional Mediation Party, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution;

WHEREAS, the Court made certain findings and statements during its ruling at the continued hearing on February 2, 2026 with regard to venue and the parties' rights to challenge and contest venue of this case; and

WHEREAS, the Cross-Holder Ad Hoc Group re-asserts its continuing objection, which the Excluded First Lien Lenders join, to the venue of these Chapter 11 Cases.

NOW, BASED ON THE FOREGOING STIPULATIONS AND UPON REQUEST BY THE PARTIES, IT IS HEREBY STIPULATED, AGREED, AND ORDERED THAT:

1. The recitals set forth above are hereby made an integral part of the Stipulation and Agreed Order and are incorporated herein.
2. The Stipulation and Agreed Order is granted as and to the extent set forth herein.
3. The Hon. Joseph A. Greenaway, Jr. (Ret.) is appointed to serve as mediator (the "Mediator") to conduct the Mediation of the Mediation Topics.
4. The Debtors must immediately serve the Mediator with a copy of this Stipulation and Agreed Order. Promptly after receiving this Stipulation and Agreed Order, the Mediator must

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determine whether there is a basis for disqualification or whether the Mediator is unable to serve for any other reason. If the Mediator is or becomes unable to serve for any reason, the Mediation Parties shall immediately meet and confer in good faith to select a substitute mediator.

5. The Mediator is authorized and directed to conduct the mediation (the “Mediation”) with the Mediation Parties regarding all disputes arising from or related to: (a) the *Joint Prepackaged Plan of Reorganization of Multi-Color Corporation and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 17] (the “Plan”); (b) the *Disclosure Statement Relating to the Joint Prepackaged Plan of Reorganization of Multi-Color Corporation and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 18]; (c) the Venue Motion; and (d) the *Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Use Cash Collateral, and (C) Grant Liens and Superpriority Administrative Expense Claims, (II) Granting Adequate Protection to Certain Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 26] and the *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Use Cash Collateral, and (C) Grant Liens and Superpriority Administrative Expense Claims, (II) Granting Adequate Protection to Certain Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 106] (the “Interim DIP Order”) (such disputes, collectively, the “Mediation Topics”).

6. Each Mediation Party, and in each case its respective counsel(s) and advisor(s), shall participate in the Mediation in accordance with the terms set forth herein.

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7. All (a) existing confidentiality agreements, nondisclosure agreements, and other agreements or (b) orders of this Court entered in connection with these Chapter 11 Cases (including future orders), in each case addressing the disclosure or sharing of confidential information entered into between, or applicable to, any of the Mediation Parties, shall remain in full force and effect. Notwithstanding the foregoing or any other provision of this Agreement, nothing in this Agreement shall prevent any Mediation Party from participating in good faith in this Mediation or in communicating with the Mediator or any Mediation Party pursuant to the mediation.

8. Any Mediation Party in possession of confidential information that is subject to (a) the terms and conditions of a confidentiality agreement, or other similar agreement, executed (or agreed to via email) with any other Mediation Party or (b) an order of this Court entered in connection with these Chapter 11 Cases may disclose such information to the Mediator as though the Mediator was subject to such agreement or order preserving the confidentiality of the information or documents; *provided* that the Mediation Party disclosing such information notifies the Mediator of the confidential nature of such information.

9. All (a) statements made in discussions among the Mediator (or any person assisting the Mediator in the performance of the Mediator's duties) and/or any of the Mediation Parties or their respective counsel or other advisors during the course of and in connection with the Mediation and/or Mediation Topics, whether written or oral, concerning the Mediation, including discussions both in and outside the presence of the Mediator (collectively, the "Mediation Discussions"), and (b) mediation statements, proposals, and other documents and information (including all correspondence, settlement proposals, term sheets, offers, and counteroffers) provided by the

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Mediator (or any person assisting the Mediator in the performance of the Mediator's duties) or the Mediation Parties or their respective counsel or other advisors to the Mediator (or any person assisting the Mediator in the performance of the Mediator's duties) or another Mediation Party or their respective counsel or other advisors during the course of and in connection with the Mediation (collectively, the "Mediation Documents," and together with the Mediation Discussions, the "Mediation Information") (i) shall be strictly confidential, privileged, and protected from disclosure or discoverability in any proceeding, (ii) shall not be admissible to prove or disprove the validity or amount of a disputed claim or to impeach a prior inconsistent statement or a contradiction in any judicial or administrative proceeding (including pursuant to, among other things, Rule 408 of the Federal Rules of Evidence and applicable federal, state, and local law analogs), (iii) shall not be shared with any person (including any other Mediation Party or their respective counsel or other advisors) absent the express consent of the Mediation Party whose Mediation Information is proposed to be shared, and (iv) shall not be used for any purpose other than the Mediation; *provided* that, notwithstanding the foregoing, any communications, materials, or other information obtained or developed other than during the course of and in connection with the Mediation, to the extent otherwise disclosable, admissible, or discoverable, shall not be rendered non-disclosable, inadmissible, or nondiscoverable as a result of this Stipulation and Agreed Order. For the avoidance of doubt, the restrictions set forth in this paragraph 9 shall not apply to a Mediation Party's own Mediation Information. For the avoidance of doubt, and without limiting the provisions governing the Mediator and persons assisting the Mediator, nothing in this Stipulation and Agreed Order shall apply to render non-disclosable, inadmissible, or

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nondiscoverable any communication between or among the Mediation Parties prior to the date hereof or any materials or other information obtained or developed prior to the date hereof.

10. Nothing in this Stipulation and Agreed Order shall be construed to limit or waive any applicable privilege or similar protection of the Mediation Parties, with all such privileges and protections fully preserved. Any Mediation Party may provide documents and/or information to the Mediator that are subject to a privilege or other protection from discovery, including the attorney-client privilege, the work product doctrine, or any other privilege, right, or immunity the parties may be entitled to claim or invoke (the “Privileged Information”). The party producing such documents and/or information to the Mediator (the “Producing Party”) must designate such documents and/or information as Privileged Information. Any inadvertent failure to designate Privileged Information as such shall be entitled to the protections of Rule 502(b) of the Federal Rules of Evidence. By providing Privileged Information solely to the Mediator and any person assisting the Mediator, neither any Mediation Party nor its respective professionals intend to, nor shall, waive, in whole or in part, the attorney-client privilege, the work-product doctrine, or any other privilege, right, or immunity they may be entitled to claim or invoke with respect to such Privileged Information, and such Privileged Information shall remain privileged and be entitled to the maximum possible protection under Rule 502(d) of the Federal Rules of Evidence. Disclosure of Privileged Information to the Mediator shall not be deemed to evidence the Producing Party’s or its respective professional’s intent to waive, and shall not be deemed to waive, any such privileges and protections, rights, or immunities. The Mediator shall not provide Privileged Information or disclose the contents thereof to any other person, entity, or Mediation Party without

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the consent of the Producing Party and other parties holding the privilege, as applicable (except that the Mediator may disclose Privileged Information to any person assisting the Mediator in the performance of the Mediator's duties, in which event such assistant shall be subject to the same restrictions as the Mediator with respect to such Privileged Information).

11. The Mediator shall not be compelled to disclose any information concerning the Mediation in any forum or proceeding. No Mediation Party or any other party in interest in the Chapter 11 Cases shall: (a) call or subpoena the Mediator as a witness or expert in any proceeding relating to the Chapter 11 Cases, the Mediation, the subject matter of the Mediation, or any thoughts or impressions that the Mediator may have about the Mediation Parties or their respective positions in the Mediation; (b) subpoena any notes, documents, or other materials prepared by the Mediator (or any person assisting the Mediator) or any other Mediation Party in connection with the Mediation; or (c) offer any statements, views, or opinions expressed or held by the Mediator in connection with any proceeding, including, without limitation, any pleading or other submission to any court.

12. No Mediation Party is obligated to provide any documents and/or information, including Privileged Information, to the Mediator.

13. Any Mediation Party may engage in *ex parte* communications with any other Mediation Party and with the Mediator and shall not be obligated to disclose the substance of such communications to any other Mediation Party or the Mediator.

14. The Mediator shall consult with the Mediation Parties on the matters concerning the Mediation, including, without limitation: (a) the timing, general content, and manner of any

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submissions to the Mediator; and (b) the structure and timing of Mediation procedures, including, the attendance of specific Mediation Parties at particular Mediation sessions. Subject to the agreement of the Mediation Parties, the Mediator may conduct the Mediation as the Mediator sees fit, establish rules of the Mediation, and consider and take appropriate action with respect to any matters the Mediator deems appropriate to conduct the Mediation, subject to the terms of this Stipulation and Agreed Order and the Local Rules; *provided* that, to the extent any part of this Stipulation and Agreed Order shall conflict with Local Rules 9019-1 or 9019-2, the terms and provisions of this Stipulation and Agreed Order shall govern. Subject to the agreement of all Mediation Parties (consent not to be unreasonably withheld, conditioned, or delayed), the Mediator may allow any other party to become a Mediation Party (any such additional party, an “Additional Mediation Party”), which Additional Mediation Parties shall be bound by this Stipulation and Agreed Order.

15. No written record or transcript of any discussion had in the course of the Mediation is to be kept, absent express written agreement by the Mediation Parties party to such discussion; *provided* that the Mediator and any person assisting the Mediator in the performance of their mediation duties shall be entitled to keep such records and take such notes as the Mediator deems necessary or helpful to carry out such duties.

16. The Mediation Parties are hereby authorized to enter into a mediation engagement agreement with the Mediator. The Mediator shall be entitled to reasonable fees as compensation for the Mediator’s services, as well as reimbursement for reasonable costs (which may include the provision of other personnel at the Mediator’s firm or employed by the Mediator) (such fees and

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costs, collectively, the “Mediation Fees”), in each case without further order of the Court in the absence of any dispute relating thereto. The Debtors and their estates shall be responsible for 50% of the Mediation Fees, and the Secured Ad Hoc Group, the CD&R Lender, the Cross-Holder Ad Hoc Group, and the Objecting First Lien Lenders shall be responsible, severally and not jointly, for 50% of the Mediation Fees (the “Lender Allocable Share”). 86% of the Lender Allocable Share shall be allocated to the Secured Ad Hoc Group and the CD&R Lender, severally and not jointly, based on their pro rata share of the aggregate principal amount of funded indebtedness of the Debtors held by the Secured Ad Hoc Group and CD&R Lender, and 14% of the Lender Allocable Share shall be allocated to the Cross-Holder Ad Hoc Group and the Objecting First Lien Lenders, severally and not jointly, based on their pro rata share of the aggregate principal amount of funded indebtedness of the Debtors held by the Cross-Holder Ad Hoc Group and the Objecting First Lien Lenders; *provided* that the Debtors shall reimburse costs, including Mediation Fees, of certain of the Mediation Parties pursuant to any existing orders of this Court, including, for the avoidance of doubt, the Interim DIP Order. For the avoidance of the doubt, there shall be no allocation of fees to the Committee, if any.

17. The Mediation shall commence on a date to be determined by the Mediation Parties and the Mediator. The Mediation shall terminate on the earlier of (a) 11:59 p.m., prevailing Eastern Time on March 17, 2026, and (b) the conclusion of Mediation as determined by the Mediator for any reason upon notice to respective counsel to the Mediation Parties (the “Mediation Termination Date”). The Mediator may direct counsel for the Debtors to file, after review and sign-off by the Mediator, the Local Form Mediator’s Report under Local Rule 9019-2(p).

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18. To account for the involvement of publicly traded securities, the following disclosures will be made regarding the conduct of the Mediation. The Debtors shall, within two (2) business days following the Mediation Termination Date (the “Cleansing Deadline”), disclose to the public through posting to the “public” side of the data sites maintained for the holders of the Debtors’ funded indebtedness (the “Data Sites”) the following information: (a) the fact that Mediation occurred among the Mediation Parties and other participants; (b) whether negotiations are or are not continuing; (c) if an agreement has been reached among any of the Mediation Parties concerning the terms of a settlement, a description of the material terms thereof; (d) if an agreement has not been reached with any of the Mediation Parties concerning the terms of a settlement, (i) the fact that such an agreement has not been reached and (ii) subject to the disclosure standard described in clause (e) immediately below, a description of the material terms of the last *bona fide* settlement proposal delivered by each of the Mediation Parties; and (e) any other confidential information disclosed by the Debtors to the Mediation Parties or other participants through the period ending on the Cleansing Deadline, to the extent not theretofore publicly disclosed, the possession of which would, in the reasonable judgment of the Debtors, after consultation with counsel (which may be in-house counsel), either (i) prohibit a Mediation Party or other participant from buying, selling, or trading any securities issued by the Debtors (pursuant to United States securities laws or applicable blue sky laws) or (ii) otherwise constitute material non-public information with respect to the Debtors or the securities issued by the Debtors (any such information described in this clause (e), “MNPI” and, collectively with the information set forth in clauses (a) through (e), “Cleansing Material”); *provided* that for the avoidance of doubt, such

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Cleansing Material shall not include any settlement proposals made by the Mediator, *provided, further*, that if an agreement has not been reached with any of the Mediation Parties concerning the terms of a settlement, the recipient of a settlement proposal made by a Mediation Party (such recipient, a “Settlement Proposal Recipient”) may elect, in its sole discretion and in consultation with the Debtors, to include a description of the last *bona fide* settlement proposal delivered to such Settlement Proposal Recipient by a Mediation Party. Upon the disclosure of the Cleansing Material, any confidential information contained therein shall be deemed public and no longer confidential. For the avoidance of doubt, Cleansing Material will not include any information provided only to advisors of Mediation Parties holding securities issued by the Debtors, including any settlement proposals that were designated and remained “for advisors’ eyes only” (or words of similar import) and were not disclosed to any such holder with the consent of the Debtors.

19. The Debtors shall use commercially reasonable efforts to provide all Mediation Parties with a draft disclosure of the proposed Cleansing Material (the “Disclosure Statement”) twenty-four (24) hours prior to the Cleansing Deadline and shall work in good faith to incorporate any reasonable comments that any Mediation Party submits to the Disclosure Statement. If such Disclosure Statement does not, in the reasonable, good faith judgment of a Mediation Party after consultation with counsel (which may be in-house counsel), include all of the Cleansing Material, such Mediation Party (the “Noticing Mediation Party”) may, within two (2) business days following the Cleansing Deadline, provide the advisors to the Debtors (email being sufficient) with a notice of the insufficiency of the Cleansing Material (a “Notice of Insufficiency”), together with copies of proposed additional material to be disclosed (the “Additional Cleansing Material”);

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provided that a Mediation Party may send any Notice of Insufficiency on or after the twelfth (12) hour prior to the Cleansing Deadline (but in any event within two (2) business days following the Cleansing Deadline) if it has not received a draft of the Disclosure Statement at that time. During the succeeding twenty-four (24) hour period following the receipt of a Notice of Insufficiency, the Debtors and the Noticing Mediation Party shall attempt in good faith to resolve such Noticing Mediation Party's reasonable requests for additions or modifications to the Cleansing Materials. If no agreement can be reached during such twenty-four (24) hour period, the Noticing Mediation Party may, solely if it has complied with the requirements set forth in this paragraph 19, make generally available to the public, through the issuance of a press release or similar form of public communication, the Additional Cleansing Material set forth in any Notice of Insufficiency that the Noticing Mediation Party reasonably believes in good faith, after consultation with counsel (which may be in-house counsel), needed to be included in the Cleansing Material in order to cleanse such Mediation Party of MNPI; provided that, in any event, such Noticing Mediation Party shall provide the Debtors with a copy of such Additional Cleansing Material at least twenty-four (24) hours prior to any such disclosure and shall make a reasonable, good faith effort to incorporate the Debtor's reasonable requests for additions or other modifications to such Additional Cleansing Material; *provided, further*, that, prior to any such disclosure, if the Debtors post the Additional Cleansing Material to the Data Sites (without any modification to the Additional Cleansing Material submitted to the Debtors except for agreed-to additions or modifications pursuant to the immediately preceding proviso) within such twenty-four (24) hour period, then such Noticing Mediation Party shall not be entitled to make any public disclosure of Additional Cleansing

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Material. No Mediation Party shall have any liability at law or equity for the disclosure of Additional Cleansing Material solely to the extent such disclosure is in compliance with this Stipulation and Agreed Order; provided that such disclosure was not made in bad faith and did not include materials that were designated and remained “for advisors’ eyes only” (or words of similar import).

20. Any MNPI or other confidential material shall be communicated in the first instance solely to counsel for a Mediation Party.

21. Discovery in these Chapter 11 Cases shall not be stayed due to Local Rule 9019-2(g) or any other similar applicable law.

22. The Mediation Parties shall each be responsible for their own costs associated with the Mediation, subject to the terms of any existing orders of this Court authorizing the Debtors to reimburse costs of certain of the Mediation Parties, including for the avoidance of doubt, the Interim DIP Order.

23. Other than as provided in this Stipulation and Agreed Order and the Local Rules, the Mediator shall have no communications with the Court relating to the substance of the Mediation or matters occurring during the Mediation.

24. Participating in the Mediation shall not subject any party to the jurisdiction of any federal or state court. By participating in the Mediation, no Mediation Party waives any right, defenses, or arguments in any current or future proceeding in any federal or state court, including, but not limited to, the Debtors’ bankruptcy proceedings, and a Mediation Party’s participation in the Mediation shall not be used as evidence in opposition to any such right, defense or argument.

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Debtors:	MULTI-COLOR CORPORATION, <i>et al.</i>
Case No.	26-10910 (MBK)
Caption of Order:	Stipulation and Agreed Order (I) Appointing Hon. Joseph A. Greenaway, Jr. (Ret.) as Mediator to Mediate the Mediation Topics, (II) Referring Such Matters to Mediation, (III) Directing the Mediation Parties to Participate in the Mediation, and (IV) Granting Related Relief

25. The Mediator and any personnel who assist the Mediator with the Mediation shall be immune from claims arising out of acts or omissions incident to the service as Mediator in these Chapter 11 Cases.

26. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Stipulation and Agreed Order.

27. Notwithstanding anything to the contrary herein, the rights and arguments of all Mediation Parties and other parties in interest with respect to the discoverability or admissibility of documents exchanged in connection with the Mediation or disclosed thereafter pursuant to this Stipulation and Agreed Order are expressly preserved, including, for the avoidance of doubt, pursuant to Rule 408 of the Federal Rules of Evidence and applicable federal, state, and local law analogs. No Mediation Party will use or attempt to use against any other Mediation Party in any legal proceeding any information that is disclosed in the Mediation or subsequent thereto pursuant to this Stipulation and Agreed Order: (a) as an allegation or admission of wrongdoing; (b) to prove or disprove liability; (c) to prove or disprove the validity of a disputed claim; (d) to impeach by a prior inconsistent statement or contradiction; or (e) in any other manner adverse to such Mediation Party.

28. Notwithstanding the possible applicability of any Federal Rule of Bankruptcy Procedure requiring a stay of an order, or otherwise, the terms and conditions of this Stipulation and Agreed Order shall be immediately effective and enforceable upon entry of this Stipulation and Agreed Order.

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29. This Court retains jurisdiction over all matters arising from or related to the implementation or interpretation of this Stipulation and Agreed Order.

Dated: February 23, 2026

/s/ Michael Sirota

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