

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

In re:

Old BPR LLC (f/k/a Brightmark Plastics
Renewal LLC), *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10472 (LSS)

(Jointly Administered)

Re: Docket No. 149, 217, & 230

ORDER REGARDING MEDIATION

Upon the joint request of the above-captioned debtors and debtors in possession (the “Debtors”), UMB Bank, N.A., as trustee and collateral agent (the “Indenture Trustee”), and Brightmark Ashley Holdco LLC (“Brightmark Parent” and together with the Debtors and the Indenture Trustee, the “Parties”), to engage in mediation and global settlement discussions (the “Mediation”) regarding outstanding disputes with respect to: (i) the *Motion of UMB Bank, N.A., as Trustee and Collateral Agent, for Entry of an Order (I) Dismissing the Chapter 11 Cases for Cause Pursuant to 11 U.S.C. § 1112 or (II) in the Alternative, Granting Relief from the Automatic Stay Pursuant to 11 U.S.C. § 362* [Docket No. 149] (the “Motion to Dismiss”) filed by UMB Bank, N.A., as trustee and collateral agent (the “Indenture Trustee”), (ii) the *Motion of Brightmark Ashley Holdco LLC to Enforce Final DIP Order and Sale Order* [Docket No. 217] (the “Enforcement Motion”) filed by the Brightmark Parent (iii) the *Debtors’ Amended Motion for Entry of an Order Authorizing the Debtors to Surcharge Collateral of the Indenture Trustee Pursuant to 11 U.S.C. 506(c)* [Docket No. 230] (the “506(c) Motion” and together with the Motion to Dismiss and the

¹ The Debtors in these chapter 11 cases, together with the last four digits of each Debtor’s federal tax identification number, are: Old BPR LLC (f/k/a Brightmark Plastics Renewal LLC) (7907); Old BPRI LLC (f/k/a Brightmark Plastics Renewal Indiana LLC) (7118); Old BPRS LLC (f/k/a Brightmark Plastics Renewal Services LLC) (3789). The Debtors’ service address in these chapter 11 cases is c/o Verdolino & Lowey, P.C. (Attn: Craig R. Jalbert) 124 Washington Street, Suite 101, Foxboro, MA 02035.

Enforcement Motion, the “Motions”) filed by the Debtors, (iv) any responses of the Parties to the Motions, and (v) any other related matters the Mediator (defined below) deems necessary to resolve; and it appearing that this Court has jurisdiction to consider the Mediation pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that venue of the above-captioned chapter 11 cases and the Mediation in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and after due deliberation thereon; and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Honorable Christopher S. Sontchi (Ret.) is hereby appointed and authorized to act as mediator (the “Mediator”) in connection with the Mediation.

2. The Mediation shall be conducted among the Parties, either through their authorized representative, through counsel, or both, on October 31, 2025, at a location and time to be agreed upon amongst the Parties and the Mediator.

3. Unless otherwise modified herein, rule 9019-5 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”) shall apply to the Mediation, including, without limitation, the confidentiality provisions set forth in Local Rule 9019-5(d); provided, that nothing in this Order shall alter, modify, or otherwise prejudice or impair any of the Parties’ rights under any pre-existing confidentiality agreements or protective orders, all of which shall remain in full force and effect; provided further, that the Mediator may modify the mediation procedures set forth in Local Rule 9019-5, in his discretion, to best serve the goals of the Mediation.

4. Any Party may provide documents and information to the Mediator that are subject to a privilege or other protection from discovery, including, but not limited to, the attorney-client

privilege, the work-product doctrine, the common interest or joint defense privilege, or any other right, privilege, or immunity the Parties may be entitled to claim or invoke and/or subject to any prior non-disclosure of confidentiality agreement with another Party (including any documents or information that may have been provided by a Party (or its advisors) to another Party's advisors on a professionals' eyes only or similar basis) (the "Privileged Information"). By providing the Privileged Information to the Mediator, no Party or its respective professionals intends to, nor shall, waive, in whole or in part, the attorney-client privilege, the work-product doctrine, the common interest or joint defense privilege, or any other privilege, right or immunity that such Party may be entitled to claim or invoke with respect to any Privileged Information or otherwise. Any work-product, materials, or information shared with or produced by a Party to the Mediator, including Privileged Information, shall be subject to all applicable mediation privileges and shall not be shared by the Mediator with any person, including any other Parties, without the consent of the sharing or producing Party.

5. Subject to paragraph 9 of this Order, all communications made by and all submissions prepared by a Party as part of the Mediation, including, but not limited to, (a) discussions among any of the Parties as part of the Mediation, including discussions with or in the presence of the Mediator and discussions between or among the Parties that are outside the presence of the Mediator, (b) all correspondence, mediation statements, and any other documents or information provided to the Mediator or the Parties as part of the Mediation, and (c) all settlement proposals, counterproposals, term sheets, and offers of compromise produced for, or otherwise made or conveyed as part of the Mediation (collectively, the "Settlement Proposals") shall be strictly confidential and shall remain confidential, except to the extent the sharing of such materials is expressly authorized by the providing or producing Party, along with any Party or

parties whose confidential information may be contained in such materials. Subject to paragraph 9 of this Order, the materials described in the foregoing clauses (a) through (c) (collectively, the “Confidential Mediation Materials”): (i) shall be protected from disclosure (and shall not be disclosed) to any other Party or to any other person or party who is not a Party absent the express consent of the Parties, (ii) shall not be used for any purpose other than the Mediation, (iii) shall not be admissible for any purpose in any judicial or administrative proceeding, (iv) shall be subject to protection under Rule 408 of the Federal Rules of Evidence and any equivalent or comparable state law, and (v) shall not constitute material non-public information.

6. Pursuant to Local Rule 9019-5(c)(i)(2), the fees and costs of the Mediator shall be shared equally by the Parties.

7. Nothing in this Order is intended to, nor shall it, waive, release, compromise, or impair in any way whatsoever, any claims or defenses that a Party has or may have, whether known or unknown, in connection with or relating to acts or omissions that took place prior to entry of this Order.

8. Holders of the tax exempt revenue bonds issued under the Trust Indenture dated as of March 1, 2019 may attend the mediation; provided that such bondholders shall not be and shall not be deemed to be a “Party” under this Order; provided further however that such bondholders shall be subject to paragraphs 5 and 10 of this Order.

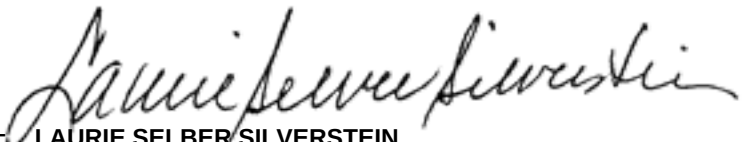
9. Additional parties in interest other than the Parties may participate voluntarily in the Mediation in response to a request from the Mediator, by agreement of the Parties, or by order of the Court. Such a party, upon agreeing to participate, shall thereafter be considered a Party for all purposes of this Order and the Mediation.

10. 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 Parties.

11. The Debtors are authorized to take all actions that they deem reasonably necessary or appropriate to effectuate the relief granted in this Order.

12. This Court shall retain jurisdiction with respect to all matter arising from or related to the enforcement of this Order.

Dated: October 21st, 2025
Wilmington, Delaware


5 **LAURIE SELBER SILVERSTEIN**
UNITED STATES BANKRUPTCY JUDGE