

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

In re:)	
)	Chapter 11
BLUESTEM BRANDS, INC., <i>et al.</i> , ¹)	Case No. 20-10566 (MFW)
)	
Debtors.)	(Jointly Administered)
)	

**NOTICE OF HEARING TO CONSIDER
(I) THE ADEQUACY OF THE DISCLOSURE STATEMENT AND
(II) CONFIRMATION OF THE JOINT CHAPTER 11 PLAN FILED BY THE DEBTORS**

PLEASE TAKE NOTICE THAT on July 16, 2020, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered an order [Docket No. 607] (the “Interim Disclosure Statement Order”): (a) authorizing Bluestem Brands, Inc., and its affiliated debtors and debtors in possession (collectively, the “Debtors”), to solicit acceptances for the *Joint Chapter 11 Plan of Bluestem Brands, Inc. and Its Debtor Affiliates*, dated July 15, 2020 (as modified, amended, or supplemented from time to time, the “Plan”);² (b) approving the *Disclosure Statement for the Joint Chapter 11 Plan of Bluestem Brands, Inc. and Its Debtor Affiliates*, dated July 15, 2020 (the “Disclosure Statement”) as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code on a final basis; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “Solicitation Packages”); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider the adequacy of the Disclosure Statement on a final basis and the Confirmation of the Plan, which includes approval of the Sale of the Debtors’ Assets as contemplated by the Bidding Procedures (the “Combined Hearing”) will commence on **August 21, 2020, at 10:30 a.m.** prevailing Eastern Time, before the Honorable Mary F. Walrath, in the United States Bankruptcy Court for the District of Delaware, located at 824 North Market Street, 5th Floor, Courtroom No. 4, Wilmington, DE 19801.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Bluestem Brands, Inc. (5164); Appleseed’s Holdings, Inc. (9117); Blair LLC (1670); Bluestem Enterprises, Inc. (1237); Bluestem Fulfillment, Inc. (5931); Bluestem Sales, Inc. (1539); Draper’s & Damon’s LLC (2759); Gold Violin LLC (0873); Haband Company LLC (8496); Home Forever LLC (2324); Johnny Appleseed’s, Inc. (5560); Norm Thompson Outfitters LLC (8344); Northstar Holdings Inc. (6823); Orchard Brands Corporation (6322); Orchard Brands International, Inc. (8962); Orchard Brands Sales Agency, LLC (8855); Value Showcase LLC (2920); WinterSilks, LLC (0688). The service address for each of the above Debtors is 7075 Flying Cloud Drive, Eden Prairie, Minnesota 55344.

² Capitalized terms not otherwise defined herein have the same meanings as set forth in the Plan.

PLEASE BE ADVISED: THE COMBINED HEARING MAY BE CONTINUED FROM TIME TO TIME BY THE COURT OR THE DEBTORS **WITHOUT FURTHER NOTICE** OTHER THAN BY SUCH ADJOURNMENT BEING ANNOUNCED IN OPEN COURT OR BY A NOTICE OF ADJOURNMENT FILED WITH THE COURT AND SERVED ON ALL PARTIES ENTITLED TO NOTICE.

CRITICAL INFORMATION REGARDING VOTING ON THE PLAN

Voting Record Date. The voting record date is **July 13, 2020**, which is the date for determining which Holders of Claims in Class 3 (Term Loan Claims), Class 4 (Qualified Unsecured Trade Claims), and Class 5 (General Unsecured Claims) are entitled to vote on the Plan.

Voting Deadline. The deadline for voting on the Plan is on **August 14, 2020, at 4:00 p.m.**, prevailing Eastern Time (the “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 so that it is ***actually received*** by the Debtors’ notice and claims agent, Prime Clerk LLC (the “Notice and Claims Agent”) on or before the Voting Deadline. ***A failure to follow such instructions may disqualify your vote.***

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

Plan Objection Deadline. The deadline for filing objections to the Plan is **August 14, 2020, at 4:00 p.m.**, prevailing Eastern Time (the “Plan Objection Deadline”). All objections to the relief sought at the Combined Hearing ***must***: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Bankruptcy Rules, and any orders of the Court; (c) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; ***and*** (d) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be ***actually received*** on or before the Plan Objection Deadline:

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<i>United States Trustee</i>	
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<i>Counsel to the DIP Agent</i>	
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<i>Counsel to the Official Committee of Unsecured Creditors Appointed in These Chapter 11 Cases</i>	
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ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, INJUNCTION, AND SECTION 1125(E) LIABILITY PROVISIONS, AND ARTICLE VIII.F CONTAINS A THIRD-PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

ABSTAINERS CAN OPT INTO THE PLAN’S THIRD PARTY RELEASE.

Any Holder of a Claim or Interest that wants to grant the Third-Party Releases set forth in Article VIII.F of the Plan must contact the Debtors’ Claims, Noticing, and Solicitation Agent, Prime Clerk LLC, by no later than **August 14, 2020, at 4:00 p.m.**, prevailing Eastern Time, via (a) email at bluestemoptin@primeclerk.com, include “Bluestem Opt In” in the subject line, include such Holder’s name and address, and affirm the amount of such Holder’s Claim and the Debtor against which such Claim is held, or (b) first-class mail, overnight courier or hand delivery to: Bluestem Opt In Form Processing c/o Prime Clerk LLC, One Grand Central Place, 60 East 42nd Street, Suite 1440, New York, NY 10165, include “Bluestem Opt In” in the correspondence, include such Holder’s name and address, and affirm the amount of such Holder’s Claim and the Debtor against which such Claim is held. If you would like to coordinate hand delivery of your opt in form, please send an email to bluestemoptin@primeclerk.com and provide the anticipated date and time of your delivery.

Article VIII.F of the Plan contains the following Third Party Releases:

Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, and to the fullest extent allowed by applicable law, each Releasing Party is deemed to have forever released, waived, and discharged each of the Debtors, Reorganized Debtors, and each other Released Party from any and all claims, obligations, rights, suits, damages, remedies, Causes of Action, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or fixed, existing or hereafter arising, in law, at equity, or otherwise, whether for tort, contract, violations of federal or state securities laws or otherwise, including, without limitation, any derivative claims asserted or assertable on behalf of the Debtors or their respective Estates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part: (i) the Debtors (including the management, ownership, or operation thereof), any securities issued by the Debtors and the purchase and ownership thereof, the Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to Claims asserted against the Debtors), any intercompany transaction (including any transaction or interaction between BGI and the Debtors and their affiliates), the Prepetition Loan Documents, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the DIP Facility and the DIP Loan Documents, the Plan, or the Plan Supplement; (ii) any contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the Prepetition Loan Documents, the DIP Facility and the DIP Loan Documents, the Plan, or the Plan Supplement; (iii) the Chapter 11 Cases (including the filing thereof), the Disclosure Statement, the Plan, the Restructuring Documents, solicitation of votes on the Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, or the distribution of property under the Plan or any other related agreement; or (iv) any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, but subject to the mutual releases and exculpation contemplated under the "Releases and Exculpation" line item of the Settlement Term Sheet and implemented pursuant to this Article VIII, (i) the releases set forth above do not release any claims held by the Buyer under the Stalking Horse APA or in any way prevent the Buyer from enforcing its rights under the Stalking Horse APA or the Sale Order, (ii) the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, the Settlement Term Sheet, or any document, instrument, or agreement (including the Restructuring Documents, and other documents, instruments and agreements set forth in the Plan Supplement) executed to implement the Plan, and (iii) the releases set forth above shall not result in a release, waiver, or discharge of any of the Debtors' or Reorganized Debtors' assumed indemnification provisions as set forth in the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the third-party release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the third-party release is: (1) consensual; (2) essential to the confirmation of the Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released

Parties' contributions to implementing the Plan; (4) good faith settlement and compromise of the claims released by the third-party release; (5) in the best interests of the Debtors and their respective Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Releasing Parties asserting any claim, obligations, rights, suits, damages, remedies, Cause of Action, or liabilities whatsoever released pursuant to the third-party release.

* * *

UNDER THE PLAN, "RELEASING PARTY" MEANS EACH OF THE FOLLOWING, SOLELY IN ITS CAPACITY AS SUCH: (A) THE DEBTORS AND REORGANIZED DEBTORS; (B) THE ESTATES; (C) THE DIP AGENT; (D) THE DIP LENDERS; (E) THE PREPETITION LENDERS; (F) THE PREPETITION AGENTS; (G) BGI; (H) BUYER; (I) THE CREDITORS' COMMITTEE AND ITS MEMBERS; (J) WITH RESPECT TO EACH OF THE FOREGOING ENTITIES IN CLAUSES (A) THROUGH (I), SUCH ENTITY'S RESPECTIVE CURRENT AND FORMER AFFILIATES, AND EACH OF SUCH ENTITY'S, AND SUCH ENTITY'S CURRENT AND FORMER AFFILIATES', CURRENT AND FORMER EQUITY HOLDERS (REGARDLESS OF WHETHER SUCH INTERESTS ARE HELD DIRECTLY OR INDIRECTLY), SUBSIDIARIES, OFFICERS, DIRECTORS, MANAGERS, PRINCIPALS, MEMBERS, EMPLOYEES, AGENTS, ADVISORS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH; (K) ALL HOLDERS OF CLAIMS AND INTERESTS THAT ARE DEEMED TO ACCEPT THE PLAN OR ABSTAIN FROM VOTING AND WHO CONSENT TO THE RELEASES PROVIDED BY THE PLAN; (L) ALL HOLDERS OF CLAIMS AND INTERESTS WHO VOTE TO ACCEPT THE PLAN; AND (M) ALL HOLDERS IN VOTING CLASSES WHO REJECT THE PLAN AND WHO DO NOT OPT OUT OF THE RELEASES PROVIDED BY THE PLAN; *PROVIDED* THAT ANY HOLDER OF A CLAIM OR INTEREST THAT OPTS OUT OF OR DOES NOT CONSENT TO THE RELEASES CONTAINED IN OR OBJECTS TO THE PLAN SHALL NOT BE A "RELEASING PARTY."

UNDER THE PLAN, "RELEASED PARTY" MEANS EACH OF THE FOLLOWING, SOLELY IN ITS CAPACITY AS SUCH: (A) THE DEBTORS AND REORGANIZED DEBTORS; (B) THE DIP AGENT; (C) THE DIP LENDERS; (D) THE PREPETITION LENDERS; (E) THE PREPETITION AGENTS; (F) BGI; (G) BUYER; (H) THE CREDITORS' COMMITTEE AND ITS MEMBERS; (I) ALL OTHER HOLDERS OF CLAIMS THAT VOTE TO ACCEPT THE PLAN; AND (J) WITH RESPECT TO THE FOREGOING CLAUSES (A) THROUGH (I), EACH SUCH ENTITY'S CURRENT AND FORMER AFFILIATES, AND SUCH ENTITIES' AND THEIR CURRENT AND FORMER AFFILIATES' CURRENT AND FORMER DIRECTORS, MANAGERS, OFFICERS, CONTROL PERSONS, EQUITY HOLDERS (REGARDLESS OF WHETHER SUCH INTERESTS ARE HELD DIRECTLY OR INDIRECTLY), AFFILIATED INVESTMENT FUNDS OR INVESTMENT VEHICLES, PARTICIPANTS, MANAGED ACCOUNTS OR FUNDS, FUND ADVISORS, PREDECESSORS, SUCCESSORS, ASSIGNS, SUBSIDIARIES, PRINCIPALS, MEMBERS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, INVESTMENT MANAGERS, AND OTHER PROFESSIONALS,

EACH IN THEIR CAPACITY AS SUCH; *PROVIDED, FURTHER*, THAT ANY HOLDER OF A CLAIM OR INTEREST THAT OPTS OUT OF THE RELEASES CONTAINED IN OR OBJECTS TO THE PLAN SHALL NOT BE A “RELEASED PARTY.”

Article VIII.G of the Plan contains the following Exculpation Provision:

Notwithstanding anything contained in the Plan to the contrary, no Exculpated Party shall have nor incur liability for, and each Exculpated Party is released and exculpated from, any Cause of Action or any claim related to any prepetition or postpetition act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the DIP Facility and the DIP Loan Documents, the Disclosure Statement, the Plan, the Plan Supplement, the Prepetition Loan Documents, any contract, instrument, release, or other agreement or document created or entered into in connection with the DIP Facility and the DIP Loan Documents, the Disclosure Statement, the Plan, the Plan Supplement, the Prepetition Loan Documents, the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Restructuring Documents, solicitation of votes on the Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, or the distribution of property under the Plan or any other related agreement, or any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, except for claims related to any act or omission that is determined in a final order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to, or in connection with the Plan.

The Exculpated Parties have, and upon confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes on, and distribution of consideration pursuant to, the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, but subject to the mutual releases and exculpation contemplated under the “Releases and Exculpation” line item of the Settlement Term Sheet and implemented pursuant to this Article VIII, the exculpation set forth above does not (i) exculpate any claims held by the Buyer under the Stalking Horse APA or in any way prevent the Buyer from enforcing its rights under the Stalking Horse APA or (ii) release or exculpate any Claim relating to any post-Effective Date obligations of any party or Entity under the Plan, or any document, instrument, or agreement (including the Restructuring Documents, and other documents, instruments and agreements set forth in the Plan Supplement) executed to implement the Plan.

* * *

UNDER THE PLAN, “EXCULPATED PARTY” MEANS COLLECTIVELY, AND IN EACH CASE IN ITS CAPACITY AS SUCH: (A) THE DEBTORS AND REORGANIZED DEBTORS; (B) THE CREDITORS’ COMMITTEE AND ITS MEMBERS; AND (C) WITH RESPECT TO

THE FOREGOING CLAUSES (A) AND (B), EACH SUCH ENTITY'S CURRENT AND FORMER AFFILIATES, AND SUCH ENTITIES' AND THEIR CURRENT AND FORMER AFFILIATES' CURRENT AND FORMER DIRECTORS, MANAGERS, OFFICERS, CONTROL PERSONS, EQUITY HOLDERS (REGARDLESS OF WHETHER SUCH INTERESTS ARE HELD DIRECTLY OR INDIRECTLY), PREDECESSORS, SUCCESSORS, ASSIGNS, SUBSIDIARIES, PRINCIPALS, MEMBERS, EMPLOYEES, AGENTS, MANAGED ACCOUNTS OR FUNDS, MANAGEMENT COMPANIES, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH.

Article VIII.H of the Plan contains the following No Liability Pursuant to Section 1125(e) of the Bankruptcy Code Provision:

Without in any way limiting the releases and exculpation of Articles VIII.E, F, and G hereof, to the fullest extent permitted by section 1125(e) of the Bankruptcy Code, each of the 1125(e) Parties is hereby entitled to all of the protections and benefits afforded by section 1125(e) in connection with the party's solicitation and participation in relation to the Plan.

* * *

UNDER THE PLAN, "1125(E) PARTIES" MEANS COLLECTIVELY, AND IN EACH CASE IN ITS CAPACITY AS SUCH: (A) THE DEBTORS AND REORGANIZED DEBTORS; (B) THE DIP AGENT; (C) THE DIP LENDERS; (D) THE PREPETITION AGENTS; (E) THE PREPETITION LENDERS; (F) BGI; (G) THE BUYER; (H) THE CREDITORS' COMMITTEE AND ITS MEMBERS; AND (I) WITH RESPECT TO THE FOREGOING CLAUSES (A) THROUGH (H), EACH SUCH ENTITY'S CURRENT AND FORMER AFFILIATES, AND SUCH ENTITIES' AND THEIR CURRENT AND FORMER AFFILIATES' CURRENT AND FORMER DIRECTORS, MANAGERS, OFFICERS, CONTROL PERSONS, EQUITY HOLDERS (REGARDLESS OF WHETHER SUCH INTERESTS ARE HELD DIRECTLY OR INDIRECTLY), PREDECESSORS, SUCCESSORS, ASSIGNS, SUBSIDIARIES, PRINCIPALS, MEMBERS, EMPLOYEES, AGENTS, MANAGED ACCOUNTS OR FUNDS, MANAGEMENT COMPANIES, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH.

Article VIII.I of the Plan contains the following Injunction Provision:

Except as otherwise provided in the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims, Interests, Causes of Action, or liabilities that: (1) are subject to compromise and settlement pursuant to the terms of the Plan; (2) have been released by the Debtors pursuant to the Plan; (3) have been released by third parties pursuant to the Plan; (4) are subject to exculpation pursuant to the Plan; or (5) are otherwise discharged, satisfied, stayed or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, Reorganized Debtors, the Released Parties, or the

Exculpated Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (c) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, 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 or Interests unless such Entity has timely asserted such setoff right in a document filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a Claim or Interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests discharged, released, exculpated, or settled pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, but subject to the mutual releases and exculpation contemplated under the “Releases and Exculpation” line item of the Settlement Term Sheet and implemented pursuant to this Article VIII, the injunction set forth above does not enjoin any claims held by the Buyer under the Stalking Horse APA or in any way prevent the Buyer from enforcing its rights under the Stalking Horse APA.

ADDITIONAL INFORMATION

Assumption and Rejection of Executory Contracts and Unexpired Leases. On the Effective Date, except as otherwise provided in the Plan, the Stalking Horse APA, the Sale Order, any “designation rights” afforded to the Buyer in connection with the Sale Transaction, or otherwise agreed to by the Debtors and the counterparty to an Executory Contract or Unexpired Lease, all Executory Contracts or Unexpired Leases not previously assumed, assumed and assigned, or rejected in the Chapter 11 Cases, shall be deemed automatically rejected by the Reorganized Debtors, effective as of the Effective Date, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, and regardless of whether such Executory Contract or Unexpired Lease is set forth on any schedule of rejected Executory Contracts and Unexpired Leases, other than: (1) those that, prior to the Effective Date, have been assumed, assumed and assigned, or rejected by a Final Order, including the Sale Order; (2) those that, prior to the Effective Date, have been designated by the Buyer as “Assigned Contracts” or “Designation Rights Assets” in accordance with the Stalking Horse APA and the Sale Order; (3) those that are the subject of a motion to assume or reject Executory Contracts or Unexpired Leases that is pending on the Confirmation Date; or (4) those that are subject to a motion to assume or reject an Executory Contract or Unexpired Lease pursuant to which the requested effective date of such rejection is after the Effective Date. Entry of the Confirmation Order shall constitute a Bankruptcy Court order approving the assumptions, assumptions and assignments, or rejections of such Executory Contracts or Unexpired Leases as set forth in the Plan, pursuant to sections 365(a) and 1123 of the Bankruptcy Code, except as otherwise provided in the Plan or the Confirmation Order. Unless otherwise indicated or agreed by the Debtors and the applicable contract counterparties, assumptions, assumptions and assignments, or rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Effective Date. Each Executory

Contract or Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order but not assigned to a third party before the Effective Date shall re-vest in and be fully enforceable by the applicable contracting Reorganized Debtor in accordance with its terms, except as such terms may have been modified by any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law or as otherwise agreed by the Debtors and the applicable counterparty to the Executory Contract or Unexpired Lease.

For the avoidance of doubt, nothing herein or in the Confirmation Order shall modify, revoke, or abrogate any authorization, approval, or rights granted to the Debtors or the Buyer pursuant to the Sale Order, including, but not limited to, the designation rights approved thereunder.

The Plan Supplement. The Debtors will file with the Court the Plan Supplement (as defined in the Plan) at least **ten (10) days prior to the Voting Deadline**.

Obtaining Solicitation Materials or Plan Supplement. The materials in the Solicitation Package are intended to be self-explanatory. If you should have any questions or if you would like to obtain additional solicitation materials (or paper copies, a CD-ROM, or flash of solicitation materials available on the Debtors' restructuring website) or a copy of the Plan Supplement, please feel free to contact the Debtors' Notice and Claims Agent, by: (a) calling the Debtors' restructuring hotline at (877) 429-7544 (Domestic) or (646) 442-5966 (International); (b) visiting the Debtors' restructuring website at: <https://cases.primeclerk.com/bluestem>; (c) writing to Bluestem Ballot Processing c/o Prime Clerk LLC, One Grand Central Place, 60 East 42nd Street, Suite 1440, New York, NY 10165; or (d) emailing bluestemballots@primeclerk.com. You may also obtain copies of any pleadings filed in the Chapter 11 Cases for a fee via PACER at: <https://ecf.deb.uscourts.gov/>. Please be advised that the Notice and Claims Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may *not* advise you as to whether you should vote to accept or reject the Plan.

BINDING NATURE OF THE PLAN:

IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, HAS FILED A PROOF OF CLAIM IN THE CHAPTER 11 CASES, OR FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

Dated: July 16, 2020
Wilmington, Delaware

/s/ Jaime Luton Chapman

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