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**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re: : **Chapter 11**
:
HOPEMAN BROTHERS, INC., : **Case No. 24-32428 (KLP)**
:
Debtor. :
:
:

**DEBTOR’S MOTION FOR ENTRY OF AN ORDER
(I) APPROVING THE ADEQUACY OF THE DISCLOSURE STATEMENT;
(II) APPROVING THE SOLICITATION PROCEDURES IN CONNECTION
WITH THE DEBTOR’S PLAN OF LIQUIDATION; (III) APPROVING
THE FORMS OF BALLOTS AND NOTICES RELATED THERETO;
(IV) SCHEDULING A HEARING TO CONSIDER CONFIRMATION OF
THE DEBTOR’S PLAN OF LIQUIDATION; (V) ESTABLISHING CERTAIN
DEADLINES WITH RESPECT THERETO; AND (VI) GRANTING RELATED RELIEF**

Hopeman Brothers, Inc., the debtor and debtor in possession in the above-captioned chapter 11 case (the “Debtor”), respectfully represents as follows in support of this motion (the “Motion”):

RELIEF REQUESTED

1. The Debtor hereby seeks entry of an order:
 - (a) approving the *Disclosure Statement with Respect to the Plan of Liquidation of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”) [Docket No. 57];



- (b) approving the Solicitation Procedures (defined below) in connection with the *Plan of Liquidation of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* (the “Plan”)¹ [Docket No. 56];
- (c) approving the forms of ballots and notices that the Debtor will send to holders of claims entitled to vote on the Plan and other parties in interest;
- (d) scheduling a hearing (the “Confirmation Hearing”) to consider confirmation of the Plan (defined below);
- (e) scheduling the following deadlines with respect to confirmation of the Plan:

Date	Event
September 27, 2024	Voting Record Date
No later than five (5) business days following entry of the Disclosure Statement Order	Solicitation Mailing Deadline
No later than five (5) business days following entry of the Disclosure Statement Order	Publication Deadline
No later than fourteen (14) calendar days after the mailing of the Solicitation Packages	3018 Motion Deadline
October 16, 2024 at 11:59 p.m. (prevailing Eastern Time)	Class 4 Intake Form Submission Deadline
October 23, 2024 at 4:00 p.m. (prevailing Eastern Time)	Vote Objection Deadline
October 24, 2024 at 11:59 p.m. (prevailing Eastern Time)	Plan Supplement Filing Deadline
October 31, 2024 at 4:00 p.m. (prevailing Eastern Time)	Voting and Release Opt-Out Deadline
October 31, 2024 at 4:00 p.m. (prevailing Eastern Time)	Confirmation Objection Deadline
November 11, 2024 at 12:00 p.m. (prevailing Eastern Time)	Deadline for Debtor to file (a) Confirmation Brief; (b) Replies to Plan Objections; (c) Declarations in Support of Confirmation; and (d) Voting Certification
November 12, 2024 at 10:00 a.m. (prevailing Eastern Time)	Confirmation Hearing

2. A proposed form of order granting the relief requested herein is annexed hereto as

Exhibit A (the “Disclosure Statement Order”).

¹ Capitalized terms used but not defined herein have the meanings given to them in the Plan unless otherwise specified.

JURISDICTION AND VENUE

3. The United States Bankruptcy Court for the Eastern District of Virginia (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984. This is a core proceeding pursuant to 28 U.S.C. § 157, and the Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105, 1125, 1126, and 1128 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), rules 2002, 3016, 3017, 3018, 9007, and 9008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), rules 2002-1 and 3016-1 of the Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia (the “Bankruptcy Local Rules”).

BACKGROUND

5. On June 30, 2024 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court commencing this chapter 11 case.

6. The Debtor continues to manage its business as debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee has been appointed in this chapter 11 case.

7. Additional information regarding the Debtor’s business and the circumstances leading to the commencement of this chapter 11 case is set forth in detail in the *Declaration of Christopher Lascell in Support of Chapter 11 Petition and First Day Pleadings of Hopeman Brothers, Inc.* (the “First Day Declaration”) [Docket No. 8].

SUMMARY OF THE PLAN

8. The primary objectives of this chapter 11 case are to (i) address the thousands of personal injury claims in which claimants seek money damages for personal injury and wrongful death as a result of alleged exposure to asbestos fibers contained in marine interior materials included within joinder packages provided by the Debtor in connection with its legacy ship joining business (together with related derivative, direct action, and indirect claims, each as set forth further in the Plan, the “Asbestos PI Claims”); and (ii) provide for an orderly liquidation and dissolution of the Debtor. To accomplish these objectives, the Debtor seeks confirmation of the Plan filed contemporaneously herewith, pursuant to which the Liquidation Trust will be established to resolve all presently and to-be asserted Asbestos PI Claims that are timely submitted to the Liquidation Trust in accordance with the Trust Distribution Procedures². The Liquidation Trust will assume liability for all Asbestos PI Claims and use its Trust Assets—including any proceeds the Debtor receives in connection with Court-approved Asbestos Insurance Settlement Agreements filed by separate motions, pursuant to the terms of the Plan, and all remaining coverage from other insurers not subject to an Asbestos Insurance Settlement Agreement—to resolve and make distributions, when appropriate, on account of Allowed Asbestos PI Claims.

9. As such, the Plan contemplates a streamlined and centralized process for resolving the Asbestos PI Claims, thereby ending the proverbial “race to the courthouse” and saves the Debtor millions of dollars in expenses commensurate with litigating in multiple jurisdictions

² More specifically, pursuant to the proposed Trust Distribution Procedures (which are attached to the Plan as Exhibit B), following the Effective Date of the Plan, holders of Asbestos PI Claims will be required to submit to the Liquidation Trust a proof of claim form tailored to elicit the type of information necessary to demonstrate the existence of a valid Asbestos PI Claim. The required evidentiary materials depend upon the nature of the claimed disease. The Liquidation Trust will be charged with reviewing the materials submitted by each holder of an Asbestos PI Claim and determining whether such claims should be paid in accordance with the terms of the Plan and the Trust Distribution Procedures.

across the country. The Plan also delivers significant value to holders of Asbestos PI Claims, who will receive distributions from the Liquidation Trust on account of their Allowed Asbestos PI Claims on a pro rata basis from the available Trust Assets, as set forth in the Trust Distribution Procedures.

10. The Plan classifies holders of Claims and Interests into certain Classes of Claims and Interests for all purposes, including voting pursuant to section 1126 of the Bankruptcy Code.

The following chart represents the treatment of holders of Claims and Interests under the Plan:

Class	Claim or Interest	Treatment	Status	Voting
1	Priority Non-Tax Claims	Except to the extent that the holder of an Allowed Priority Non-Tax Claim agrees to less favorable treatment, each holder of an Allowed Priority Non-Tax Claim shall receive, in full and complete settlement, release, and discharge of, and in exchange for, such Allowed Priority Non-Tax Claim, Cash in an amount equal to the Allowed amount of such Claim on the later of (i) the Effective Date, and (ii) the date on which such Claim becomes Allowed, or, in each case, as soon as reasonably practicable thereafter.	Unimpaired	Presumed to Accept
2	Secured Claims	Except to the extent that the holder of an Allowed Secured Claim agrees to less favorable treatment, on the Effective Date or as soon as reasonably practicable thereafter, each holder of an Allowed Secured Claim shall receive, at the option of the Debtor, and in full and complete settlement, release, and discharge of, and in exchange for, such Claim (i) payment in full in Cash; (ii) the collateral securing such Allowed Secured Claim; or (iii) other treatment rendering such Claim Unimpaired.	Unimpaired	Presumed to Accept
3	General Unsecured Claims	Except to the extent that the holder of an Allowed General Unsecured Claim agrees to less favorable treatment, each holder of an Allowed General Unsecured Claim shall receive, in full and complete settlement, release, and discharge of, and in exchange for, such Allowed General Unsecured Claim, Cash in an amount equal to its Pro Rata share of the General Unsecured Recovery Pool.	Impaired	Entitled to Vote
4	Asbestos PI Claims	On the Effective Date, the liability for all Asbestos PI Claims shall automatically, and without further act, deed or court order, be transferred and assigned exclusively to and assumed by the Liquidation Trust in accordance with, and to the extent set forth in, Article VIII below, the applicable Plan Documents and the Confirmation Order. Each Asbestos PI Claim shall be resolved in accordance with the terms,	Impaired	Entitled to Vote

Class	Claim or Interest	Treatment	Status	Voting
		provisions and procedures of the Trust Documents. The Liquidation Trust shall be funded in accordance with the provisions of Section 8.2(b) of the Plan. The sole recourse of the holder of an Asbestos PI Claim on account of such Asbestos PI Claim shall be through the Liquidation Trust in accordance with the Trust Distribution Procedures.		
5	Interests in Hopeman	All Interests will remain outstanding and will be cancelled when the existence of the Debtor is cancelled in accordance with Section 9.9 of the Plan. The holders of Interests shall receive no distribution under the Plan.	Impaired	Deemed to Reject

11. Based on the terms of the Plan, the Debtor intends to solicit votes on the Plan from holders of Claims in Class 3 and Class 4 (collectively, the “Voting Classes”). The Debtor does not intend to solicit votes from any other Class (collectively, the “Non-Voting Classes”).

12. Listed below are the attachments and exhibits attached to the Disclosure Statement Order and cited throughout this Motion:

Exhibit to Disclosure Statement Order	Document
Exhibit 1	Solicitation Procedures
Exhibit 2A	Form of Class 3 General Unsecured Claim Ballot
Exhibit 2B	Form of Class 4 Asbestos PI Claim Ballot
Exhibit 2C	Form of Class 4 Asbestos PI Claim Master Ballot
Exhibit 3	Class 4 Intake Form
Exhibit 4	Non-Voting Status Notice
Exhibit 5	Confirmation Hearing Notice

BASIS FOR RELIEF

I. The Disclosure Statement Contains Adequate Information and Should be Approved

13. Section 1125 of the Bankruptcy Code requires a disclosure statement to contain “adequate information.” 11 U.S.C. § 1125(b). Under the section 1125,

‘adequate information’ means information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor’s books and records . . . that would enable such a hypothetical investor

of the relevant class to make an informed judgment about the plan

11 U.S.C. § 1125(a)(1).

14. The primary purpose of a disclosure statement is to provide sufficient information for creditors and interest holders to make an informed decision regarding whether to vote for the plan. *See, e.g., In re A. H. Robins Co., Inc.*, 880 F.2d 694, 696 (4th Cir. 1989) (stating that the disclosure statement must provide “information of a kind, and in sufficient detail . . . that would enable a hypothetical reasonable investor typical of holders of claims or interests of the relevant class to make an informed judgment about the plan.”); *In re Mohammad*, 596 B.R. 34, 39 (Bankr. E.D.Va. 2019) (“Bankruptcy courts and creditors rely on a debtor’s disclosure statement in determining whether to vote for or approve a proposed plan of reorganization.”); *Century Glove, Inc. v. First Am. Bank of N.Y.*, 860 F.2d 94, 100 (3d Cir. 1988) (“[Section] 1125 seeks to guarantee a minimum amount of information to the creditor asked for its vote.”).

15. Whether a disclosure statement contains adequate information is intended by Congress to be a flexible, fact-specific inquiry:

Precisely what constitutes adequate information in any particular instance will develop on a case-by-case basis. Courts will take a practical approach as to what is necessary under the circumstances of each case, such as the cost of preparation of the statements, the need for relative speed in solicitation and confirmation, and, of course, the need for investor protection. There will be a balancing of interests in each case. In reorganization cases, there is frequently great uncertainty. Therefore the need for flexibility is greatest.

H.R. Rep. 95-595, at 409 (1977), *reprinted in* 1978 U.S.C.C.A.N. 5963, 6365. *See also Oneida Motor Freight, Inc. v. United Jersey Bank*, 848 F.2d 414, 417 (3d Cir. 1988) (observing that “adequate information will be determined by the facts and circumstances of each case”). Whether a disclosure statement contains “adequate information” as required by section 1125 of the Bankruptcy Code is within the broad discretion of the court. *See, e.g., A.H. Robins*, 880 F.2d at

696 (“The determination of whether the disclosure statement has adequate information is made on a case by case basis and is largely within the discretion of the bankruptcy court.”) (citing *Matter of Tex. Extrusion Corp.*, 844 F.2d 1142, 1157 (5th Cir. 1988)); see also *In re Cajun Elec. Power Coop., Inc.*, 150 F.3d 503, 518 (5th Cir. 1998) (quoting S.REP. NO. 95–989, at 121 (1978), as reprinted in 1978 U.S.C.C.A.N. 5787, 5907) (“The legislative history of § 1125 indicates that, in determining what constitutes ‘adequate information’ with respect to a particular disclosure statement, ‘[b]oth the kind and form of information are left essentially to the judicial discretion of the court’ and that ‘[t]he information required will necessarily be governed by the circumstances of the case.’”); *In re PC Liquidation Corp.*, 383 B.R. 856, 865 (E.D.N.Y. 2008) (“The standard for disclosure is, thus, flexible and what constitutes ‘adequate disclosure’ in any particular situation is determined on a case-by-case basis, with the determination being largely within the discretion of the bankruptcy court.”) (internal citations omitted).

16. In making this determination on a case-by-case basis, courts typically look for disclosures related to a variety of topics. Such topics may include, among others, (a) the events that led to the filing of a bankruptcy petition, (b) the relationship of the debtor with its affiliates, (c) a description of the available assets and their value, (d) the debtor’s anticipated post-emergence operations, (e) claims asserted against the debtor, (f) the estimated return to creditors under a chapter 7 liquidation, (g) the chapter 11 plan or a summary thereof, (h) financial information relevant to a creditor’s decision to accept or reject the chapter 11 plan, (i) information relevant to the risks posed to creditors under the plan and (j) the actual or projected realizable value from recovery of preferential or otherwise avoidable transfers. See *In re Metrocraft Pub. Serv., Inc.*, 39 B.R. 567, 568 (Bankr. N.D. Ga. 1984).

17. Here, the Disclosure Statement contains summaries, descriptions and information (as applicable) concerning: (i) the nature and history of the Debtor's business and liabilities; (ii) events leading up to this chapter 11 case; (iii) the terms of the Plan, including the treatment of holders of claims and equity interests under the Plan; (iv) the terms of the Liquidation Trust and the Trust Distribution Procedures; (v) financial information and projections; (vi) additional factors to be considered; (vii) effect of confirmation of the Plan, including the channeling of the Asbestos PI Claims to the Liquidation Trust; (viii) certain federal income tax consequences of the Plan; and (ix) solicitation of holders of General Unsecured Claims and Asbestos PI Claims. The Disclosure Statement complies with all aspects of section 1125 of the Bankruptcy Code because it contains information that is reasonably practicable to permit a hypothetical creditor to make an informed judgment about the Plan.

18. The Disclosure Statement further provides sufficient notice of the injunction, exculpation, and release provisions in the Plan. Bankruptcy Rule 3016(c) requires that, if a plan provides for an injunction against conduct not otherwise enjoined under the Bankruptcy Code, the plan and disclosure statement must describe, in specific and conspicuous language, the acts to be enjoined and the entities subject to the injunction. Fed. R. Bankr. P. 3016(c). Article IV of the Disclosure Statement describes in detail the entities subject to the injunction under the Plan and the acts that they are enjoined from pursuing. Further, the language describing the injunctions and acts enjoined is described in specific and conspicuous language, making it clear to anyone who reads it.

19. Under the facts and circumstances of this case, the Disclosure Statement contains adequate information as required by section 1125 of the Bankruptcy Code, and the Court should approve the Disclosure Statement.

II. The Proposed Procedures for Solicitation, Balloting, and Tabulation of Votes Are Reasonable and Appropriate and Should Be Approved

A. The Court Should Approve the Solicitation Procedures

20. Section 1126 of the Bankruptcy Code and Bankruptcy Rule 3017(d) generally require a plan proponent to mail copies of the plan, the disclosure statement, and a notice regarding the deadlines for voting on the plan to all creditors and equity security holders. 11 U.S.C. § 1126; Fed. R. Bankr. P. 3017(d). The Debtor previously obtained approval for its retention of Kurtzman Carson Consultants LLC d/b/a Verita Global (the “Balloting Agent”) as its claims, noticing, and administrative agent [Docket No. 34]. The services to be provided by the Balloting Agent include furnishing notices to creditors and parties in interests as well as receiving and tabulating Ballots (as defined below) in connection with confirmation of the Plan.

21. Consistent with section 1126 of the Bankruptcy Code and Bankruptcy Rule 3017(d), and as set forth in more detail herein and in the “Solicitation Procedures” (attached to the Disclosure Statement Order as Exhibit 1), the Debtor, acting through the Balloting Agent, proposes to solicit acceptance of the Plan by disseminating a “Solicitation Package” no later than five (5) business days following entry of the Disclosure Statement Order (the “Solicitation Date”), consisting of:

- i. a cover letter describing the contents of the Solicitation Package and the enclosed flash drive, and instructions for obtaining (free of charge) printed copies of the materials provided in electronic format;³
- ii. the Confirmation Hearing Notice (as defined herein);

³ The Disclosure Statement and the Plan, each including their respective exhibits, collectively are hundreds of pages in length. To reduce substantially the administrative costs associated with printing and mailing such voluminous documents, the Debtor proposes to serve them to all parties by flash drive instead of in printed format. Notwithstanding the foregoing, the Debtor reserves the right to serve the entire Solicitation Package in printed format if it determines that it is in the best interests of the Estate to do so. In addition, the Plan, the Disclosure Statement, and all other documents filed in this chapter 11 case are available at the website maintained by the Balloting Agent: <https://www.veritaglobal.net/hopeman>.

- iii. the Disclosure Statement (with the Plan attached as an exhibit);
- iv. the Disclosure Statement Order (with the Solicitation Procedures attached as an exhibit);
- v. solely for the holders of Claims entitled to vote on the Plan, appropriate ballots, the forms of which are attached to the Motion as **Exhibits 2A–2C** (each, a “Ballot” and collectively, the “Ballots”) and voting instructions for the same;
- vi. solely for the holders of Claims entitled to vote on the Plan, pre-addressed, return envelopes for completed Ballots;
- vii. solely for the holders of Claims and Interests not entitled to vote on the Plan, the Non-Voting Status Notice; and
- viii. any other materials ordered by the Court to be disseminated,

to the following entities (collectively, the “Notice Parties”): (i) the Office of the United States Trustee; (ii) counsel to any statutory committee appointed in this case; (iii) each person who filed a notice of appearance with the Court pursuant to Bankruptcy Rule 2002 and has not withdrawn such notice of appearance as of the Solicitation Date or that are otherwise listed on the master service list established in this chapter 11 case (the “MSL”); (iv) each holder of a General Unsecured Claim listed on the Debtor’s schedules, as of the Solicitation Date, as liquidated, undisputed, and non-contingent; (v) each holder of an Asbestos PI Claim and/or their counsel as more particularly set forth in Section IV(a) of the Solicitation Procedures; and (vi) the holders of Interests in the Debtor.⁴

B. The Court Should Approve the Voting and Release Opt-Out Deadline

22. Bankruptcy Rule 3017(c) provides that, “[o]n or before approval of the disclosure statement, the court shall fix a time within which the holders of claims and interests may accept or

⁴ Notwithstanding anything herein to the contrary, the Debtor and the Balloting Agent should not be required to resend a Solicitation Package or any other materials related to voting or confirmation of the Plan to any person or entity whose Solicitation Package is returned as undeliverable by the postal service, unless the Debtor is provided with accurate addresses for such entities prior to the Voting and Release Opt-Out Deadline.

reject the plan.” Fed. R. Bankr. P. 3017(c). The Debtor requests that the Court set **October 31, 2024, at 4:00 p.m. (prevailing Eastern Time)** (the “Voting and Release Opt-Out Deadline”), as the deadline by which the Balloting Agent must actually receive completed Ballots (which contain an election not to grant the Holders’ Release of Hopeman’s Directors and Officers pursuant to Section 10.8 of the Plan) from holders of claims entitled to vote on the Plan. Because the Debtor will serve the Solicitation Packages no later than five (5) business days following entry of the Disclosure Statement Order, the proposed Voting and Release Opt-Out Deadline provides creditors with sufficient time within which to review the Solicitation Package and to cast Ballots on the Plan.

C. The Court Should Approve the Procedures for Balloting and Tabulation of Votes

23. The Debtor respectfully requests that the Court approve and authorize the Debtor and the Balloting Agent to employ the procedures for balloting and for the tabulation of Ballots and Master Ballots with respect to the Plan as set forth in the Solicitation Procedures attached to the Disclosure Statement Order as **Exhibit 1**. The proposed Solicitation Procedures, together with the forms of Ballots and Master Ballots and the proposed notice procedures, afford claimants eligible to vote with a full and fair opportunity to approve or reject the Plan.

i. The Court Should Approve the Temporary Allowance of Asbestos PI Claims for Voting Purposes Only

24. To allow for full voting on the Plan, the Debtor proposes to temporarily allow Asbestos PI Claims for voting purposes only, as further set forth herein. Generally, only the holder of a Claim against the Debtor whose Claim is allowed under section 502(a) of the Bankruptcy Code is entitled to vote to accept or reject the Plan. Claims that are (i) listed on the Debtor’s schedules of liabilities as contingent, unliquidated, or disputed, (ii) specified in proofs of claim in an unliquidated or zero dollar amount or as contingent or disputed, or (iii) the subject of pending

objections, are not allowed under section 502(a) of the Bankruptcy Code and, consequently, holders of such claims generally are not entitled to vote to accept or reject the Plan.

25. However, Bankruptcy Rule 3018(a) provides that the “court after notice and hearing may temporarily allow the claim or interest in an amount which the court deems proper for the purpose of accepting or rejecting a plan.” Fed. R. Bankr. P. 3018(a). Because there has been no bar date set for Asbestos PI Claims in this chapter 11 case (because, pursuant to the terms of the Plan, the Asbestos PI Claims will be addressed and resolved by the Liquidation Trust pursuant to the Trust Distribution Procedures) and no requirement for such claims to be filed, the Debtor seeks to temporarily allow Asbestos PI Claims for voting purposes only, pursuant to Bankruptcy Rule 3018(a), as follows:

- i. Asbestos PI Claims that were settled and liquidated prior to the Petition Date, but remained unpaid as of the Petition Date, will be temporarily allowed, for voting purposes only, in their applicable settled amounts known as of the Petition Date, except to the extent any prepetition settled amount exceeds the scheduled value established for the applicable Disease Level set forth below (as reflected in the TDP), in which case such Liquidated Class 4 Claim will be capped for voting purposes at the scheduled value for the applicable Disease Level as follows:

<u>Disease Category</u>	<u>Temporary Allowance For Voting</u>
Mesothelioma	\$180,000
Lung Cancer	\$20,000
Other Cancer	\$3,500
Other Asbestos Disease	\$3,000

- ii. All other Asbestos PI Claims—including Asbestos PI Claims both (i) asserted but not liquidated and settled as of the Petition Date; and (ii) not asserted as of the Petition Date but preliminarily determined by the Debtor, for voting purposes only, to be an Asbestos PI Claim upon the claimant (or his or her counsel) submitting a Class 4 Intake Form for Voting Purposes Only (*see* Section C(ii) directly below)—will be temporarily allowed, for voting purposes only, each in the amount of \$1.00 per claimant.

ii. The Court Should Approve the Class 4 Intake Form for Voting Purposes Only

26. The Debtor submits these Solicitation Procedures to the Court for approval with the goal of facilitating a streamlined and inviting voting process that encapsulates the various categories of holders of Claims in Class 4. To that end, the Debtor recognizes that since holders of Claims belonging to Class 4 are not being required to submit Proofs of Claim during the pendency of this chapter 11 case (since the Liquidation Trust will address and resolve all timely submitted Asbestos PI Claims in accordance with the Trust Distribution Procedures), there is a chance there may be claimants who (i) believe they hold an Asbestos PI Claim but did not assert such Claim prior to the Petition Date; and (ii) wish to vote to accept or reject the Plan. To provide this subset of Class 4 claimants the opportunity to vote on the Plan, the Debtor seeks Court approval of the Class 4 Intake Form for Voting Purposes Only attached to the Disclosure Statement Order as **Exhibit 3** (the “Class 4 Intake Form”).

27. Claimants who believe they belong to this subset of Class 4 Claims will be able to obtain the Class 4 Intake Form by either downloading the form directly by visiting the Debtor’s case website maintained by the Balloting Agent: <https://www.veritaglobal.net/hopeman>, or by submitting an inquiry to the Balloting Agent through the following webpage link: <https://www.veritaglobal.net/hopeman/inquiry>. Class 4 claimants who timely submit their completed Class 4 Intake Forms to the Balloting Agent via the following e-mail address: hopemanballots@veritaglobal.com by no later than **October 16, 2024 at 11:59 p.m. (prevailing Eastern Time)** (the “Class 4 Intake Form Submission Deadline”) will be deemed holders of Class 4 Claims for voting purposes and each such Claim will be temporarily allowed, for voting purposes only, in the amount of \$1.00 per claimant.⁵ The Debtor submits that this method of disseminating

⁵ For the avoidance of doubt, each claimant who timely submits his or her completed Class 4 Intake Form to the Balloting Agent by the Class 4 Intake Form Submission Deadline will only be entitled to one Ballot and one vote

the Class 4 Intake Form to claimants is adequate since this subset of Class 4 claimant is wholly unknown to the Debtor and, as such, the Debtor does not know where to mail the forms so that they are received. To that end, in an attempt to reach such unknown Class 4 claimants, the Confirmation Hearing Notice includes reference to the Class 4 Intake Form and provides instructions on how a Class 4 claimant may obtain a copy from the Balloting Agent.

28. The Debtor may object to a Class 4 Intake Form or Proof of Claim⁶ submitted to the Balloting Agent by no later than **October 23, 2024 at 4:00 p.m. (prevailing Eastern Time)** (the “Vote Objection Deadline”) on grounds that include, but are not limited to, the underlying Claim being asserted against the Debtor was previously asserted against the Debtor, is fraudulent, or is based on conspiracy theories that involve no exposure to an asbestos-containing product manufactured, sold, supplied, produced, distributed, released, installed, advertised, or marketed by the Debtor. To the extent a claimant’s Class 4 Intake Form or Proof of Claim is the subject of such an objection—solely for purposes of determining the amount of the applicable Claim for voting purposes—and such claimant casts a Ballot, the Debtor requests, in accordance with Bankruptcy Rule 3018, that the claimant’s Ballot not be counted, unless the underlying Claim is temporarily

in the amount of \$1.00. To the extent a claimant submits more than one Class 4 Intake Form by the Class 4 Intake Form Submission Deadline, the form submitted last will be the form considered as accepted for voting purposes only. While not required to submit a Proof of Claim, to the extent a Class 4 claimant submits to the Balloting Agent both a Proof of Claim and a Class 4 Intake Form, such claimant will still only be entitled to one Ballot and one vote in the amount of \$1.00 on account of his or her Class 4 Asbestos PI Claim.

Further, the Class 4 Intake Form shall not be considered a Proof of Claim or a Trust Claim and, as such, creates no basis for a Claim against the Debtor eligible to receive a Distribution pursuant to the Plan. Any claimant who submits a Class 4 Intake Form and seeks a Distribution on account of his or her Asbestos PI Claim from the Liquidation Trust **must** timely submit a Trust Claim by following the instructions set forth in the Trust Distribution Procedures.

⁶ While Proofs of Claim are not required for Class 4 Asbestos PI Claims, this reference to a Proof of Claim related to an Asbestos PI Claim is made solely in contemplation that, notwithstanding the Debtor instructing that claimants do not need to submit a Proof of Claim on account of their Asbestos PI Claims, a claimant may nonetheless file a Proof of Claim pertaining to his or her Asbestos PI Claim.

allowed by the Court for voting purposes, pursuant to Bankruptcy Rule 3018(a) after a Rule 3018 Motion (as defined and described further directly below) is timely brought by such claimant.

29. Notwithstanding the above, if any holder of an Asbestos PI Claim seeks a different treatment of its Claim for voting purposes, the Debtor requests that such holder be required to file a motion, pursuant to Bankruptcy Rule 3018(a), for an order temporarily allowing its Claim in a different amount for purposes of voting to accept or reject the Plan (a “Rule 3018 Motion”) and to serve such motion on the Plan Proponent so that it is actually received by no later than 14 calendar days after service of the Solicitation Package (the “3018 Motion Deadline”). The Debtor also requests that the Court schedule a hearing on a Rule 3018 Motion for a date on or prior to the Confirmation Hearing. If a Claim is estimated or otherwise allowed for voting purposes by order of the Court, such Claim shall be temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or distribution.

30. The proposed procedures for temporary allowance of Asbestos PI Claims, which values will not be binding on any claimant, the Debtor, the Liquidation Trust, or any other party for any purpose other than voting, will eliminate the need to make any individual determination (whether by estimation or otherwise) regarding Asbestos PI Claims. Under the circumstances, the procedure is fair and reasonable. As substantially all of the Asbestos PI Claims are unliquidated, it would be time-consuming and impractical to hold hearings to estimate the value of each individual Asbestos PI Claim for purposes of voting. Further, holding estimation hearings for thousands of Asbestos PI Claims, for which no bar date has been set, would delay administration of this case and the distribution of funds to deserving claimants. Additionally, this approach alleviates the need to set a bar date for Asbestos PI Claims, which is expensive and unnecessary given the claims review and distribution process established by the Trust Distribution Procedures.

Alternatively, if holders of Asbestos PI Claims were not entitled to vote because their Claims were not allowed for voting purposes, it would effectively disenfranchise a substantial amount of potential creditors in this case.

31. The proposed temporary allowance of Asbestos PI Claims is appropriate and consistent with procedures approved in other mass tort bankruptcy proceedings. *See, e.g., In re A.H. Robins Co., Inc.*, 880 F.2d 694, 697–98 (4th Cir. 1989) (upholding the bankruptcy court’s decision to value unliquidated personal injury claims at the same amount for voting purposes); *Kane v. Johns-Manville Corp.*, 843 F.2d 636, 646 (2d Cir. 1988) (upholding the bankruptcy court’s decision to set the value of unliquidated personal injury claims at \$1.00 for voting purposes). To do otherwise would impose severe delays on the Debtor’s proceedings while placing an unrealistic burden upon available financial and judicial resources. *See Johns-Manville Corp.*, 843 F.2d at 646 (observing that valuing disputed claims for voting purposes would delay reorganization proceedings for years).

iii. The Court Should Approve Notice to and Voting by Attorneys for Asbestos PI Claimants

32. In connection with the Solicitation Procedures, the Debtor also requests that the Court allow counsel and attorneys of record for holders of Asbestos PI Claims (collectively, the “Attorneys of Record”) to vote on the Plan. Allowing voting by the Attorneys of Record not only will reduce the cost of solicitation significantly, but also accurately reflects the reality of how most Asbestos PI Claims are managed. Often, an Attorney of Record will have authority under applicable bankruptcy or non-bankruptcy law to make decisions for his or her clients such as voting on a chapter 11 plan. Furnishing Solicitation Packages directly to the Attorneys of Record is consistent with this practice, whereas furnishing many thousands of such packages to the individual claimants themselves is likely to increase confusion, and would greatly increase the cost

of solicitation—all without any corresponding benefit to those claimants or the Debtor’s estate. Further, soliciting votes through the Attorneys of Record is consistent with procedures approved in other asbestos-related chapter 11 cases. *See, e.g., In re ON Marine Services Company LLC*, Case No. 20-20007 (CMB) (Bankr. W.D. Pa. Nov. 21, 2022); *In re Rapid-American Corporation*, Case No. 13-10687 (DSJ) (Bankr. S.D.N.Y. July 16, 2021); *In re Oakfabco, Inc.*, Case No. 15-27062 (JBS) (Bankr. N.D. Ill. Jan. 15, 2019); *In re Geo. V. Hamilton, Inc.*, Case No. 15-23704 (GLT) (Bankr. W.D. Pa. Jan. 12, 2018); *In re Yarway Corp.*, Case No. 13-11025 (BLS) (Bankr. D. Del. Jan. 27, 2015); *In re Specialty Products Holding Corp.*, Case No. 10-11780 (PJW) (Bankr. D. Del. Oct. 21, 2014); *In re Leslie Controls, Inc.*, Case No. 10-12199 (CSS) (Bankr. D. Del. Aug. 19, 2010); *In re Flintkote Co.*, Case No. 04-11300 (JKF) (Bankr. D. Del. Sept. 8, 2008).

33. Accordingly, the Solicitation Procedures provide that the Attorneys of Record pertaining to Class 4 Claims be authorized to vote to accept or reject the Plan on behalf of the holders they represent to the extent they have, and elect to exercise, that authority under applicable law. As set forth in the Solicitation Procedures, Attorneys of Record who vote on the Plan on behalf of their clients must certify that they have such authority. If the Attorney of Record is unable to so certify, the attorney must promptly advise the Debtor and its Balloting Agent so that the individual claimant’s vote on the Plan may be solicited directly to him or her. The Debtor believes that this feature and the other mechanisms contained in the Solicitation Procedures adequately protect the interests of holders of Asbestos PI Claims. The Solicitation Procedures proposed for the Asbestos PI Claims embody an efficient and well-established process for enabling the holders of Asbestos PI Claims to vote on the Plan, and should be approved.

III. The Proposed Form of Ballots are Appropriate and Should Be Approved

34. The Debtor has prepared the Ballots in accordance with Bankruptcy Rule 3018(c). Although based on Official Form B 314, the Ballots have been modified to (a) address the

particular circumstances of the chapter 11 case and (b) include certain additional information that is relevant and appropriate for Claims in certain of the Voting Classes. Specifically, the Debtor has utilized a specialized form of Ballot (and a corresponding Master Ballot) customarily used in asbestos-related chapter 11 cases for the holders of Asbestos PI Claims against the Debtor. Among other things, the Ballots request information from holders of Asbestos PI Claims sufficient to quantify the Claim based on the claimant's disease category. The proposed Ballots for each Voting Class are attached as **Exhibits 2A** ("Form of Class 3 General Unsecured Claim Ballot"), **2B** ("Form of Class 4 Asbestos PI Claim Ballot"), and **2C** ("Form of Class 4 Asbestos PI Claim Master Ballot") to the Disclosure Statement Order. The Debtor respectfully submits that the forms of the Ballots comply with Bankruptcy Rule 3018(c) and, therefore, should be approved.

IV. The Court Should Schedule a Confirmation Hearing to Consider Confirmation of the Plan and Related Briefing Deadlines

35. Section 1128(a) of the Bankruptcy Code provides that "[a]fter notice, the court shall hold a hearing on confirmation of the plan." 11 U.S.C. § 1128(a). Bankruptcy Rule 2017(c) provides that "[o]n or before approval of the disclosure statement, the court may fix a date for the hearing on confirmation" of the plan. Fed. R. Bankr. P. 3017(c). Similarly, Bankruptcy Rule 3020(b) authorizes the Court to fix a time for filing objections to confirmation of a plan and a hearing to consider confirmation of a plan. Fed. R. Bankr. P. 3020(b). In addition, Bankruptcy Rule 2002(b) provides that the plan proponent must provide at least twenty-eight days' notice of the hearing to consider confirmation of a plan and the deadline for filing objections thereto. Fed. R. Bankr. P. 2002(b).

36. Accordingly, the Debtor respectfully requests that the Court schedule the Confirmation Hearing for **November 12, 2024 at 10:00 a.m. (prevailing Eastern Time)**, or as soon thereafter as the Court is available, and providing that the Confirmation Hearing may be

continued from time to time by the Court or the Debtor without further notice other than an announcement of the continuance at the Confirmation Hearing or any continued hearing or the filing of a notice on the docket in this chapter 11 case. The proposed timing for the Confirmation Hearing is in compliance with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules and will enable the Debtor to pursue confirmation on a timely basis.

37. In addition, the Debtor respectfully requests the Court to establish the following deadlines and procedures in connection with the Confirmation Hearing:

- (a) Objections and responses, if any, to confirmation of the Plan must (i) be in writing, (ii) set forth in detail the name and address of any party filing the objection, the grounds for the objection, any relevant and admissible evidence in support of the objection, and the amount of the objector's claim(s) or such other grounds that give the objector standing to assert the objection, (iii) conform to the Bankruptcy Rules and the Bankruptcy Local Rules, (iv) be filed with the Court, and (v) served in accordance with the Bankruptcy Rules and Bankruptcy Local Rules upon the parties at the addresses set forth in the Confirmation Hearing Notice so as to be actually received on or before **4:00 p.m. (prevailing Eastern Time) on October 31, 2024**. Any objection not properly and timely filed shall be deemed to be waived and to be consenting to the entry of an order confirming the Plan.
- (b) The deadline for the Debtor and any other party in interest to file a reply to any objections to confirmation of the Plan shall be on or before **12:00 p.m. (prevailing Eastern Time) on November 11, 2024**. The Debtor's reply and any additional replies shall be served on the parties on the official service list and any party not otherwise listed on the official service list that has filed an objection.
- (c) the Balloting Agent shall file a "Certification of Vote" of the amount and number of Claims of each Class accepting or rejecting the Plan and any Ballots not counted on or before **12:00 p.m. (prevailing Eastern Time) on November 11, 2024**. The Certification of Vote shall be served on the Debtor and its counsel, any statutory committee appointed in this chapter 11 case, and the United States Trustee.

The proposed deadlines and procedures for objecting to confirmation of the Plan and for responding to such objections are reasonable and appropriate under the circumstances and are consistent with the applicable Bankruptcy Rules and Bankruptcy Local Rules.

V. The Form and Manner of Notice for the Confirmation Hearing and the Deadlines for Filing Objections Are Appropriate and Should be Approved

38. Bankruptcy Rule 3017(d) requires a plan proponent to send to all creditors and interest holders a notice regarding the deadlines for voting on the plan. Fed. R. Bankr. P. 3017(d). As part of the Solicitation Packages, the Debtor will provide notice to the Notice Parties of, among other things, the time fixed (i) for submitting votes accepting or rejecting the Plan, (ii) for filing objections to confirmation of the Plan, and (iii) the Confirmation Hearing, substantially in the form attached to the Disclosure Statement Order as **Exhibit 5** (the “Confirmation Hearing Notice”). In addition to the Confirmation Hearing Notice, the Solicitation Packages will contain electronic copies of the Disclosure Statement and the Plan (among other documents described). As indicated above, the Solicitation Packages will be mailed no later than five (5) business days following entry of the Disclosure Statement Order, which will be more than twenty-eight days prior to the proposed Confirmation Hearing date. Accordingly, the Confirmation Hearing Notice is adequate and sufficient notice under Bankruptcy Rules 2002 and 3017(d).

39. Mailing of the Confirmation Hearing Notice will provide for as wide a distribution of the Confirmation Hearing, including with respect to information on the Solicitation Packages and related deadlines, as is reasonable and practicable under the circumstances of this case. Mailing of the Confirmation Hearing Notice also complies with the requirements of the due process clause of the Fifth Amendment to the United States Constitution with respect to the proposed confirmation of the Plan, including the injunctions and releases provided therein, as construed by the Supreme Court in *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306 (1950). Due process requires that the notice provided to such persons be “reasonably calculated, under all circumstances, to apprise [them] of the pendency of the action and afford them the opportunity to present their objections.” *Id.* at 314.

40. In addition, the Debtor proposes to provide publication notice of the Confirmation Hearing to ensure notice to as many potential parties in interest as is reasonably practicable. Bankruptcy law divides creditors into two groups when determining the proper form of notice: known and unknown creditors. *In re Old Carco LLC*, Case No. 17-ap-01185, 2018 WL 3854047, at *4-5 (Bankr. S.D.N.Y. Aug. 10, 2018); *Monster Content, LLC v. Homes.com, Inc.*, 331 B.R. 438, 442 (N.D. Cal. 2005). A “known” creditor is one whose identity is either known or “reasonably ascertainable by the debtor.” *Tulsa Prof’l Collection Serv., Inc. v. Pope*, 485 U.S. 478, 490 (1988); *Covelo Indian Cmty. v. Fed. Energy Regulatory Comm’n*, 895 F.2d 581, 587 (9th Cir. 1990). An “unknown” creditor is one whose “interests are either conjectural or future or, although they could be discovered upon investigation, do not in due course of business come to [the] knowledge [of the debtor].” *Mullane*, 339 U.S. at 317; *In re Old Carco LLC*, 2018 WL 3854047 at *4.

41. Bankruptcy Rule 2002(l) permits the Court to order “notice by publication if it finds that notice by mail is impracticable or that it is desirable to supplement the notice.” Fed. R. Bankr. P. 2002(l). To that end, the Debtor intends to publish notice of the Confirmation Hearing at least once in the national edition of *USA Today*, the *Richmond Times-Dispatch*, and *The Times-Picayune/New Orleans Advocate* at least thirty (30) days in advance of the Confirmation Hearing. Publication of the Confirmation Hearing Notice in this fashion will provide for as wide a distribution of the Confirmation Hearing Notice as is reasonable and practicable under the circumstances of the case, and is reasonably calculated under those circumstances to apprise potentially “unknown” holders of Asbestos PI Claims of the pendency of the chapter 11 case and afford them an opportunity to object to confirmation of the Plan. *Mullane*, 339 U.S. at 314.

42. The above-described notice procedures are designed to provide holders of Asbestos PI Claims with as much notice as possible under the circumstances and satisfy the requirements of due process. Accordingly, the Court should approve the form of, and manner of providing, the Confirmation Hearing Notice. Fed. R. Bankr. P. 9007 (“When notice is to be given under these rules, the court shall designate . . . the form and manner in which the notice shall be given.”).

VI. The Form of Notice to the Non-Voting Classes Is Appropriate and Should Be Approved

43. As discussed above, the Non-Voting Classes (parties in Classes 1, 2, and 5) are not entitled to vote on the Plan, and will not receive Solicitation Packages. Instead, the Debtor proposes that such parties in Classes 1, 2, and 5 receive a notice (the “Non-Voting Status Notice”) informing each holder of a Claim or Interest of their non-voting status along with (a) instructions on how to view or obtain copies of the Disclosure Statement (including the Plan and the other exhibits thereto), the Disclosure Statement Order, and all other materials in the Solicitation Package (*excluding* Ballots) from the Balloting Agent free of charge or the Bankruptcy Court’s website via PACER; (b) a disclosure regarding the settlement, release, exculpation, and injunction language set forth in Article X of the Plan; (c) a notice of the Confirmation Objection Deadline; (d) the Confirmation Hearing Notice; and (e) additional information related thereto.

44. The Debtor respectfully submits that the mailing of Non-Voting Status Notices in lieu of Solicitation Packages to the holders of Claims and Interests in Non-Voting Classes complies with Bankruptcy Rule 3017(d) and, therefore, should be approved.

NON-SUBSTANTIVE MODIFICATIONS

45. The Debtor requests authorization to make non-substantive changes, to the Plan, Disclosure Statement, Solicitation Procedures, Ballots, Solicitation Packages, any notice attached to the Disclosure Statement Order, and any related documents without further order of the

Bankruptcy Court, including formatting changes, changes to correct typographical and grammatical errors, if any, and to make conforming changes to the Disclosure Statement, the Plan, and any other materials in the Solicitation Packages before distribution.

WAIVER OF BANKRUPTCY RULE 6004(h)

46. To implement the foregoing successfully, the Debtor requests that the Bankruptcy Court enter an order providing that the Debtor has established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

NOTICE

47. Notice of this Motion will be given to: (a) the Office of the United States Trustee for the Eastern District of Virginia; (b) the 20 law firms with the largest number of asbestos personal injury claims currently pending against the Debtor; (c) the 20 law firms that represent clients with, collectively, the largest unpaid settlement amounts; (d) counsel to the Chubb Settling Insurers; (e) counsel to the Certain Settling Insurers that are parties to the settlement agreement that is the subject of the Certain Settling Insurers Settlement Motion; and (f) all parties that have requested or that are required to receive notice pursuant to Bankruptcy Rule 2002. The Debtor submits that, under the circumstances, no other or further notice is required.

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WHEREFORE, the Debtor respectfully requests that the Court enter the Disclosure Statement Order, granting the relief requested in this Motion and such other and further relief as may be just and proper.

Dated: July 16, 2024
Richmond, Virginia

/s/ Henry P. (Toby) Long, III

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Exhibit A

Disclosure Statement Order

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Proposed Attorneys for Debtor and Debtor in Possession

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re: : **Chapter 11**
:
HOPEMAN BROTHERS, INC., : **Case No. 24-32428 (KLP)**
:
Debtor. :
:
:
:

ORDER (I) APPROVING THE ADEQUACY OF THE DISCLOSURE STATEMENT; (II) APPROVING THE SOLICITATION PROCEDURES IN CONNECTION WITH THE DEBTOR’S PLAN OF LIQUIDATION; (III) APPROVING THE FORMS OF BALLOTS AND NOTICES RELATED THERETO; (IV) SCHEDULING A HEARING TO CONSIDER CONFIRMATION OF THE DEBTOR’S PLAN OF LIQUIDATION; (V) ESTABLISHING CERTAIN DEADLINES WITH RESPECT THERETO; AND (VI) GRANTING RELATED RELIEF

Upon the motion (the “Motion”)¹ of the above-captioned debtor in the above-captioned chapter 11 case (the “Debtor”) for entry of an order (this “Order”) (a) approving the adequacy of the *Disclosure Statement with Respect to the Plan of Liquidation of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”); (b) approving the Solicitation Procedures; (c) approving the Ballots; (d) approving the Non-Voting Status Notice; (e) approving the Confirmation Hearing Notice; (f) setting certain dates and deadlines related to confirmation of

¹ Capitalized terms used but not defined herein have the meanings given to them in the Motion.

the Plan; and (g) granting related relief, all as more fully set forth in the Motion; and the Court having reviewed the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and the Court having determined that there is good and sufficient cause for the relief granted in this order, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted as provided herein.

I. Approval of the Disclosure Statement

2. The Disclosure Statement is approved as containing adequate information within the meaning of section 1125 of the Bankruptcy Code, and the Debtor is authorized to distribute the Disclosure Statement and the Solicitation Packages in order to solicit votes on, and pursue confirmation of, the Plan.

3. The Disclosure Statement (including all applicable exhibits thereto) provides holders of Claims and Interests, and other parties in interest with sufficient notice of the injunction, exculpation, and release provisions contained in Article X of the Plan, in satisfaction of the requirements of Bankruptcy Rules 2002(c)(3) and 3016(b) and (c).

II. Approval of the Procedures, Materials, and Timeline for Soliciting Votes on and Confirming the Plan.

A. Approval of Solicitation Procedures

4. The Debtor is authorized to solicit, receive, and tabulate votes to accept the Plan in accordance with the Solicitation Procedures attached hereto as **Exhibit 1**, which are hereby approved in their entirety.

B. Approval of Dates and Deadlines in Connection with the Plan and Disclosure Statement

5. The following dates and deadlines are hereby established (subject to modification as necessary) with respect to the Disclosure Statement, solicitation of votes to accept the Plan, voting on the Plan, and confirming the Plan:

Date	Event
September 27, 2024	Voting Record Date
No later than five (5) business days following entry of the Disclosure Statement Order	Solicitation Mailing Deadline
No later than five (5) business days following entry of the Disclosure Statement Order	Publication Deadline
No later than fourteen (14) calendar days after the mailing of the Solicitation Packages	3018 Motion Deadline
October 16, 2024 at 11:59 p.m. (prevailing Eastern Time)	Class 4 Intake Form Submission Deadline
October 23, 2024 at 4:00 p.m. (prevailing Eastern Time)	Vote Objection Deadline
October 24, 2024 at 11:59 p.m. (prevailing Eastern Time)	Plan Supplement Filing Deadline
October 31, 2024 at 4:00 p.m. (prevailing Eastern Time)	Voting and Release Opt-Out Deadline
October 31, 2024 at 4:00 p.m. (prevailing Eastern Time)	Confirmation Objection Deadline
November 11, 2024 at 12:00 p.m. (prevailing Eastern Time)	Deadline for Debtor to file (a) Confirmation Brief; (b) Replies to Plan Objections; (c) Declarations in Support of Confirmation; and (d) Voting Certification
November 12, 2024 at 10:00 a.m. (prevailing Eastern Time)	Confirmation Hearing

6. The Debtor may adjourn the Confirmation Hearing or any other dates listed above from time to time consistent with the Court's procedures, without further notice other than adjournments announced in open court or as indicated in any notice of adjournment filed by the Debtor with the Bankruptcy Court.

C. Approval of Form and Method of Distribution of Solicitation Packages

7. The Solicitation Packages to be transmitted on or before the Solicitation Mailing Deadline, or as soon as reasonably practicable thereafter, to those holders of Claims entitled to vote on the Plan as of the Voting Record Date, shall include the following, the form of each of which is hereby approved:

- i. this Order (with the Solicitation Procedures attached hereto as **Exhibit 1**);
- ii. the applicable form of Ballot (containing an election not to grant the Holders' Release of Hopeman's Directors and Officers pursuant to Section 10.8 of the Plan) substantially in the form attached hereto as **Exhibit 2A, 2B, or 2C**;
- iii. the Confirmation Hearing Notice substantially in the form attached hereto as **Exhibit 5**;
- iv. the Disclosure Statement (with the Plan attached as an exhibit, along with the Plan's exhibits);
- v. solely for the holders of Claims entitled to vote on the Plan, pre-addressed, return envelopes for completed ballots; and
- vi. any other materials ordered by the Court to be disseminated.

8. The Debtor shall distribute Solicitation Packages to all holders of Claims entitled to vote on the Plan on or before the Solicitation Mailing Deadline, or as soon as reasonably practicable thereafter. Such service shall satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

9. The Debtor is authorized, but not directed or required, to distribute the Plan, the Disclosure Statement, and this Order (without exhibits, except for the Solicitation Procedures) to holders of Claims entitled to vote on the Plan in electronic format (*i.e.*, on flash drive). Any party that receives materials in electronic format, but would prefer to receive materials in paper format, may contact the Balloting Agent and request paper copies of the materials previously received in electronic format (to be provided at the Debtor's expense). The Ballots and the Confirmation Hearing Notice will be provided in paper form. On or before the Solicitation Mailing Deadline, the Debtor shall provide (a) complete Solicitation Packages (other than Ballots) to the U.S. Trustee, and (b) the Order (in electronic format) and the Confirmation Hearing Notice to all parties required to receive notice under Bankruptcy Rule 2002.

10. The Balloting Agent is authorized to assist the Debtor in: (a) distributing the Solicitation Packages; (b) receiving, tabulating, and reporting on Ballots cast to accept or reject the Plan by holders of Claims against the Debtor; (c) responding to inquiries from holders of Claims and Interests and other parties in interest relating to the Disclosure Statement, the Plan, the Solicitation Packages (including the Ballots), 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 or the adequacy of the Disclosure Statement; (d) soliciting votes on the Plan; and (e) if necessary, contacting creditors or interest holders regarding the Plan and/or the Disclosure Statement.

11. The Balloting Agent is also authorized to accept Class 3 Ballots via electronic online transmission through an online balloting portal on the Debtor's case website as set forth in the Solicitation Procedures. The secured ballot data and audit trail created by such electronic

submission shall become part of the record of any Ballot submitted in this manner and the creditor's electronic signature will be deemed to be immediately legally valid and effective.

12. The Balloting Agent is also authorized to accept Class 4 Ballots and Master Ballots via electronic online transmission through the dedicated email address for submitting such Ballots as set forth in the Solicitation Procedures. All Asbestos PI Claims in Class 4 of the Plan are temporarily allowed solely for purposes of voting on the Plan, each in the amount specified in the Solicitation Procedures and designated for such Asbestos PI Claim on the applicable Ballot or Master Ballot. The specified amount of each Asbestos PI Claim as notated on a claimant's Ballot (or Master Ballot, if applicable) shall be used for voting purposes only and shall not be binding on any party (including, without limitation, the Debtor and the Liquidation Trust) except for voting purposes.

13. Any holder of an Asbestos PI Claim filing a Rule 3018 Motion to seek temporary allowance for voting purposes in an amount greater than \$1.00 must file and serve such motion on the Debtor so that it is actually received by the 3018 Motion Deadline. The Court will schedule a hearing on such Rule 3018 Motion to be heard at or prior to the Confirmation Hearing.

14. The Debtor and the Balloting Agent are authorized to serve Solicitation Packages for holders of Class 4 Asbestos PI Claims on their applicable Attorneys of Record for such holders, where known. Attorneys of Record for holders of Class 4 Asbestos PI Claims are authorized to vote to accept or reject the Plan on behalf of the holders they represent to the extent they have, and elect to exercise, that authority under applicable law as set forth in the Solicitation Procedures.

D. Approval of Class 4 Intake Form and Related Procedures

15. The Class 4 Intake Form, substantially in the form attached hereto as **Exhibit 3**, facilitates the Debtor and Balloting Agent in effectuating Paragraph 12 of this Order and is hereby approved. The Class 4 Intake Form is applicable to claimants who (i) believe they hold an

Asbestos PI Claim but did not assert such Claim prior to the Petition Date; and (ii) wish to vote to accept or reject the Plan. Subject to the right of the Debtors to object to a Class 4 Intake Form, claimants who timely submit a completed Class 4 Intake Form to the Balloting Agent by the Class 4 Intake Form Submission Deadline shall each be deemed holders of Class 4 Claims and each such Claim will be temporarily allowed, for voting purposes only, in the amount of \$1.00 per claimant. The Debtor's proposed methods of disseminating and processing timely submitted Class 4 Intake Forms, as set forth in Paragraphs 27 and 28 of the Motion, are hereby approved.

E. Approval of Form of Non-Voting Status Notices

16. The Debtor shall not be obligated to deliver Solicitation Packages or Ballots to holders of Claims or Interests in the Non-Voting Classes. In accordance with Bankruptcy Rule 3017(d), the Debtor shall mail to the holders of Claims and Interests in the Non-Voting Classes, as well as holders of Claims in a Voting Class that, as of the Voting Record Date, are subject to a pending objection by the Debtor, a notice substantially in the form of **Exhibit 4** attached hereto (the "Non-Voting Status Notice"), in lieu of Solicitation Packages.

17. The Debtor is not required to mail Solicitation Packages, other solicitation materials, or a Non-Voting Status Notice to: (a) holders of Claims that have already been paid in full during the chapter 11 case; or (b) any party to whom the notice of the Motion was sent but was subsequently returned as undeliverable without a forwarding address by the Voting Record Date.

F. Approval of Confirmation Hearing Notice

18. The Confirmation Hearing Notice, substantially in the form attached hereto as **Exhibit 5**, which shall be filed by the Debtor and served upon parties in interest in the chapter 11 case by no later than the Solicitation Mailing Deadline and published in a format modified for publication one time no later than thirty (30) days prior to the Confirmation Hearing, in the national edition of *USA Today*, the *Richmond Times-Dispatch*, and *The Times-Picayune/New Orleans*

Advocate constitutes adequate and sufficient notice of the hearing to consider confirmation of the Plan, the manner in which a copy of the Plan and Disclosure Statement can be obtained, and the time fixed for filing objections thereto, in satisfaction of the requirements of the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

G. Approval of Objection Procedures

19. Objections to the Plan, if any, ***must***: (i) be in writing, (ii) set forth in detail the name and address of any party filing the objection, the grounds for the objection, any relevant and admissible evidence in support of the objection, and the amount of the objector's claim(s) or such other grounds that give the objector standing to assert the objection, (iii) conform to the Bankruptcy Rules and the Bankruptcy Local Rules, (iv) be filed with the Court, and (v) served in accordance with the Bankruptcy Rules and Bankruptcy Local Rules upon the parties at the addresses set forth in the Confirmation Hearing Notice so as to be actually received on or before **4:00 p.m. (prevailing Eastern Time) on October 31, 2024** (the "Confirmation Objection Deadline"). Any objection not properly and timely filed shall be deemed to be waived and to be consent to the entry of an order confirming the Plan.

III. Additional Provisions

20. The Debtor shall file the Plan Supplement with the Court on or before **11:59 p.m. (prevailing Eastern Time) on October 24, 2024**, which filing is without prejudice to the Debtor's rights to amend or supplement the Plan Supplement.

21. The Debtor is authorized to make non-material changes to the Disclosure Statement, the Plan, the Ballots, the Confirmation Hearing Notice, the Notice of Non-Voting Status, and related documents and any other materials in the Solicitation Package without further order of this Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Disclosure Statement, the Plan,

the Ballots, the Confirmation Hearing Notice, the Notice of Non-Voting Status, and related documents or other materials in the Solicitation Package before their distribution and publication, as applicable.

22. Nothing in this Order shall be construed as a waiver of the right of the Debtor or any other party in interest, as applicable, to object to a proof of claim after the Voting Record Date.

23. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

24. The requirement under Bankruptcy Local Rule 9013-1(F) to file a memorandum of law in connection with the Motion is waived.

25. The Debtor is authorized to take all actions necessary or appropriate to implement the relief granted in this Order in accordance with the Motion.

26. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Order.

Dated: _____, 2024
Richmond, Virginia

UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

/s/ Henry P. (Toby) Long, III
Tyler P. Brown (VSB No. 28072)
Henry P. (Toby) Long, III (VSB No. 75134)
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- and -

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Proposed Counsel for the Debtor and Debtor in Possession

CERTIFICATION OF ENDORSEMENT
UNDER LOCAL BANKRUPTCY RULE 9022-1(C)

I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

/s/ Henry P. (Toby) Long, III
Henry P. (Toby) Long, III

EXHIBIT 1 TO DISCLOSURE STATEMENT ORDER

Solicitation Procedures

**SOLICITATION PROCEDURES FOR
PLAN OF LIQUIDATION OF
HOPEMAN BROTHERS, INC.**

The following procedures (the “Solicitation Procedures”) are adopted with respect to (a) the distribution of solicitation packages with respect to the *Plan of Liquidation of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code*, dated July 12, 2024 (as may be amended, modified, or supplemented from time to time, the “Plan”) and (b) the return and tabulation of Ballots and Master Ballots (each as defined herein) to be used in voting on the Plan in the chapter 11 case of Hopeman Brothers, Inc. in the United States Bankruptcy Court for the Eastern District of Virginia.

The Solicitation Procedures set out in this document are supplemented by the instructions accompanying the Ballots and Master Ballots that will be included in the solicitation packages, which will be sent to (or can be obtained by) those persons entitled to vote on the Plan. You should review those instructions and these Solicitation Procedures carefully. In the event of conflict between the ballot instructions and these Solicitation Procedures, the terms of these Solicitation Procedures will govern and control.

I. DEFINITIONS

- A. “**Asbestos PI Claim**” shall have the meaning given in the Plan.
- B. “**Ballot**” means the form or forms distributed with the Plan and Disclosure Statement to holders of claims impaired by the Plan and entitled to vote, upon which such holders register their acceptance or rejection of the Plan.
- C. “**Balloting Agent**” means Kurtzman Carson Consultants LLC d/b/a Verita Global, as the Debtor’s solicitation and balloting agent with respect to the Plan.
- D. “**Bankruptcy Court**” means the United States Bankruptcy Court for the Eastern District of Virginia.
- E. “**Confirmation Hearing**” means the hearing(s) that will be held before the Bankruptcy Court in which the Debtor will seek confirmation of the Plan.
- F. “**Confirmation Hearing Notice**” means the mailed and published notice of (a) the date and time of the hearing regarding confirmation of the Plan and (b) the procedure for holders of Asbestos PI Claims to obtain a Solicitation Package, substantially in the form attached to the Disclosure Statement Order as Exhibit 5.
- G. “**Confirmation Objection Deadline**” means the date established by the Bankruptcy Court in the Disclosure Statement Order as the deadline for filing objections to Confirmation of the Plan.
- H. “**Debtor**” means Hopeman Brothers, Inc.

I. “**Disclosure Statement**” means the disclosure statement pertaining to the Plan, including all exhibits, appendices, schedules, and annexes attached thereto, as submitted by the Debtor pursuant to section 1125 of the Bankruptcy Code and approved by the Bankruptcy Court, as such Disclosure Statement may be further amended, supplemented, or modified from time to time.

J. “**Disclosure Statement Motion**” means the Debtor’s Motion for Entry of an Order (I) Approving the Disclosure Statement, (II) Approving the Solicitation Procedures in Connection with the Debtor’s Plan of Liquidation, (III) Approving the Forms of Ballots and Notices Related Thereto, (IV) Scheduling a Hearing to Consider Confirmation of the Debtor’s Plan of Liquidation, (V) Establishing Certain Deadlines with Respect Thereto, and (VI) Granting Related Relief filed with the Bankruptcy Court.

K. “**Disclosure Statement Order**” means the order of the Bankruptcy Court approving the Disclosure Statement and approving the Solicitation Procedures.

L. “**Interests**” means any equity interest in the Debtor represented by the common stock of the Debtor existing on the Petition Date.

M. “**Master Ballot**” means a Ballot filed on behalf of one or more holders of Asbestos PI Claims pursuant to Section IV(d) of the Solicitation Procedures.

N. “**Non-Voting Classes**” means Classes 1, 2, and 5 under the Plan.

O. “**Plan**” means the Plan of Liquidation of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code.

P. “**Schedules**” means the schedules, statements, and lists filed by the Debtor with the Bankruptcy Court pursuant to Bankruptcy Rule 1007, as they have been and may be amended or supplemented from time to time.

Q. “**Solicitation Date**” means [●], 2024.

R. “**Solicitation Package**” means, and will consist of all of the following:

1. the Disclosure Statement Order, with these Solicitation Procedures attached as an exhibit thereto
2. the applicable form of Ballot substantially in the form attached to the Disclosure Statement Order as Exhibit 2A or 2B;
3. the Confirmation Hearing Notice substantially in the form attached to the Disclosure Statement Order as Exhibit 5;
4. the Disclosure Statement (with the Plan attached as an exhibit);
5. preaddressed, return envelopes for Ballots to be used by holders of General Unsecured Claims and Asbestos PI Claims; and

6. any other materials ordered by the Bankruptcy Court to be included as part of the Solicitation Package.

S. **“Trust Distribution Procedures”** means the trust distribution procedures for the Asbestos Claims Liquidation Trust that are attached to the Plan as Exhibit B, and which provide for the resolution, liquidation, and satisfaction of the Asbestos PI Claims.

T. **“Voting Classes”** means Classes 4 and 5 under the Plan.

U. **“Voting and Release Opt-Out Deadline”** means 4:00 p.m., prevailing Eastern Time, on October 31, 2024.

V. Capitalized terms used but not defined in the Solicitation Procedures have the meanings given to them in the Plan and the Disclosure Statement Approval Motion, as the context requires.

II. DISTRIBUTION OF SOLICITATION PACKAGES TO VOTING CLASSES

This Section explains the manner in which Solicitation Packages will be dispatched to parties entitled to vote on the Plan.

A. **Scheduled Class 3 Claims.** On or before the Solicitation Mailing Date, the Balloting Agent will cause a Solicitation Package to be served upon each holder of a Class 3 General Unsecured Claim, who, as of the Solicitation Date, is listed in the Schedules as liquidated, undisputed, and non-contingent and with a claim amount in excess of \$0.00; provided, however, that each holder of a Non-Asbestos Claim that is entitled to receive a Solicitation Package pursuant to this Section and also is entitled to receive a Solicitation Package pursuant to Section III(b) of the Solicitation Procedures shall be entitled to receive only one Solicitation Package.

B. **Filed Claims.** On or before the Solicitation Mailing Date, the Balloting Agent will cause a Solicitation Package to be served upon each holder of a Class 3 General Unsecured Claim represented by a timely filed proof of claim filed against the Debtor that has not been withdrawn or disallowed or expunged by an order of the Bankruptcy Court entered on or before the Solicitation Date. To avoid duplication and reduce expenses, holders of Claims other than Asbestos PI Claims and General Unsecured Claims who have filed duplicate proofs of claim are entitled to receive only one Solicitation Package and one ballot for voting their claim. Additionally, holders of Claims other than Asbestos PI Claims and General Unsecured Claims who filed amended proofs of claim are entitled to vote only the claim evidenced by the amended proof of claim.

C. **Asbestos PI Claims.** On or before the Solicitation Mailing Date, the Balloting Agent will cause Solicitation Packages to be served on known holders of Asbestos PI Claims or such holders’ attorneys in the manner prescribed in Section III of the Solicitation Procedures.

D. **Undeliverable Solicitation Packages.** Notwithstanding any provision in Section III of the Solicitation Procedures to the contrary, the Balloting Agent shall not be required to resend a Solicitation Package to any person or entity whose Solicitation Package was returned as

undeliverable by the postal service, unless the Debtor or the Balloting Agent is provided with an accurate address for such person or entity prior to the Voting and Release Opt-Out Deadline.

III. SPECIAL PROCEDURES RELATING TO ASBESTOS PI CLAIMS

A. **Distribution of Solicitation Packages.** The Balloting Agent will cause Solicitation Packages to be served with respect to Asbestos PI Claims as follows:

i. To attorneys representing individual holders of Asbestos PI Claims:

- a. A single Solicitation Package will be served upon each attorney known by the Debtor (based on the Debtor's records and any list of attorneys furnished to the Debtor on or before the entry of the Disclosure Statement Order) to represent or potentially to represent individuals who may hold or assert Asbestos PI Claims (each, an "Attorney of Record" and collectively, the "Attorneys of Record").
- b. If an Attorney of Record who receives a Solicitation Package either (1) is unable to certify with respect to any holder of an Asbestos PI Claim represented by such attorney that such Attorney of Record has the authority to vote on the Plan on behalf of such holder (*see* Section IV(c)(ii) of the Solicitation Procedures) or (2) wishes any holder of an Asbestos PI Claim represented by such Attorney of Record to cast his or her own Ballot on the Plan, such Attorney of Record shall furnish the Balloting Agent with a list setting forth the name and address for each such holder within five (5) business days of receiving the Solicitation Package; provided, that, if such list contains more than twenty (20) such holders, such information must be provided in electronic format by email to hopemanballots@veritaglobal.com preferably in Microsoft Excel format; provided, further, that if it is not possible to provide such information in an electronic format by email, such information must be sent to the Balloting Agent by mail in printed form or on a disc or thumb drive so that it is actually received within seven (7) business days of receiving a copy of the Solicitation Package.
- c. Attorneys of Record who wish their clients to receive Solicitation Packages for informational purposes (without a Ballot) must provide to the Balloting Agent such clients' names and addresses, within seven (7) business days of receiving a copy of the Solicitation Package.

ii. To individuals holding Asbestos PI Claims:

- a. **Transmittal by the Balloting Agent.** If either (i) an individual who holds or asserts an Asbestos PI Claim requests a Solicitation Package by written notice to the Balloting Agent and provides a mailing address therewith, or (ii) an Attorney of Record who represents or purports to represent the holder of an Asbestos PI Claim furnishes names and addresses of individuals to the Balloting Agent, then the Balloting Agent will cause a Solicitation Package to be mailed, together with a Ballot, directly to each such individual who holds or

asserts such Asbestos PI Claim(s) within five (5) business days after receiving such request. If an individual who holds or asserts an Asbestos PI Claim fills out and submits a Class 4 Intake Form prior to the Class 4 Intake Form Submission Deadline, then the Balloting Agent will cause a Solicitation Package, together with an appropriate Ballot, to be mailed directly to each such individual by the Solicitation Date.

- b. **Transmittal by an Attorney.** An Attorney of Record may choose to transmit Solicitation Packages to his or her clients directly. If an Attorney of Record chooses to do so, such attorney must, within five (5) business days after the Solicitation Date, furnish a written request to the Balloting Agent for a specified amount of Solicitation Packages and individual Ballots, which will be provided to such Attorney of Record within five (5) business days after receipt of such written request. The Debtor will reimburse such Attorney of Record for the reasonable, actual postage costs incurred by the attorney. Attorneys of Record seeking reimbursement shall submit reasonable evidence of postage expenses incurred in order to obtain such reimbursement.
- c. **Individual Holders of Asbestos PI Claims Against the Debtor.** Notwithstanding other provisions of these Solicitation Procedures to the contrary, the Balloting Agent shall cause a Solicitation Package (including, among other things, an appropriate Ballot) to be mailed directly to individual holders of Asbestos PI Claims who are known as holding Asbestos PI Claims against the Debtor and who are not represented by an attorney.

B. Calculation of Votes With Respect to Asbestos PI Claims.

- i. **Individual Holders of Asbestos PI Claims Liquidated Prepetition.** Each holder of an Asbestos PI Claim—if such Claim was settled and liquidated prior to the Petition Date but, for various reasons, was not paid by the Debtor prepetition—will have a **single** vote on the Plan, in the settled amount known as of the Petition Date for such holder’s asserted Asbestos PI Claim, except to the extent any prepetition settled amount exceeds the scheduled value established for the applicable Disease Level set forth below (as reflected in the Trust Distribution Procedures annexed to the Plan as Exhibit B), in which case such Liquidated Class 4 Claim will be capped for voting purposes at the scheduled value for the applicable Disease Level as follows:

<u>Disease Category</u>	<u>Temporary Allowance For Voting</u>
Mesothelioma	\$180,000
Lung Cancer	\$20,000
Other Cancer	\$3,500
Other Asbestos Disease	\$3,000

- ii. **Individual Holders of Asbestos PI Claims Unliquidated Prepetition.** Each holder of an Asbestos PI Claim that was either (i) asserted as of the Petition Date but remained unliquidated, contingent and disputed as of the Petition Date; or (ii) identified in connection with a submitted Class 4 Intake Form for Voting Purposes Only will have a single vote on the Plan, in the amount of **\$1.00**. Any holder of an Asbestos PI Claim who wishes to vote its claim in an amount greater than \$1.00 must file a motion with the Bankruptcy Court, requesting temporary allowance of such Asbestos PI Claim for voting purposes in an amount greater than \$1.00, in accordance with Bankruptcy Rule 3018. Such a motion must be filed with the Court and served so that the motion is actually received by the 3018 Motion Deadline. The Court will schedule a hearing on such motion to be heard at or prior to the Confirmation Hearing.

C. **Required Certifications.** No vote in favor of or against the Plan by or on behalf of a holder of an Asbestos PI Claim shall be counted by the Balloting Agent unless the Ballot or Master Ballot reflecting such vote is timely submitted to the Balloting Agent with the written certifications contained on the Ballot or Master Ballot.

- i. **Certification for Individual Ballots.** Individual Ballots voted by, or on behalf of, holders of Asbestos PI Claims shall contain an acknowledgement and certification, inter alia, that (A) the person signing the Ballot has the power and authority to vote to accept or reject the Plan; (B) the person signing the Ballot has received the documents included in the Solicitation Package; (C) on information and belief, the person signing the Ballot holds an Asbestos PI Claim (as defined in the Plan) against the Debtor or is an agent authorized to submit the Ballot on behalf of such holder; (D) no other Ballot with respect to the Claim identified therein has been cast or, if any other Ballots have been cast with respect to such Claims, then any such earlier received Ballots are hereby revoked; (E) the asbestos-related disease attributed to such Asbestos PI Claim is the disease category designated on the Ballot, based on medical records or similar documentation regarding the person who has or had such disease; (F) all authority conferred or agreed to be conferred pursuant to the Ballot, and every obligation of the person signing the Ballot, 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; and (G) the person signing the Ballot understands that an otherwise properly completed, executed, and timely returned Ballot failing to indicate either acceptance or rejection of the Plan, or indicating both acceptance and rejected of the Plan, will not be counted.
- ii. **Certification for Master Ballots.** Master Ballots voted on behalf of holders of Asbestos PI Claims shall contain an acknowledgement and certification, inter alia, that (A) the attorney signing the Master Ballot has received the documents included in the Solicitation Package; (B) the attorney signing the Master Ballot is authorized under applicable law by each of the holders of Asbestos PI Claims listed on the

exhibit accompanying the Master Ballot to vote on behalf of such holders; (C) each claimant identified on such exhibit has, on information and belief, an Asbestos PI Claim (as defined in the Plan) against the Debtor; (D) no other Ballot or Master Ballot with respect to the Claims identified on the applicable Master Ballot have previously been cast or, if any other Ballot or Master Ballot has been cast with respect to such Claims, then any such earlier received Ballot or Master Ballots are hereby revoked; (E) where applicable, the asbestos-related disease attributed to such Asbestos PI Claim is the disease category designated on the Master Ballot, based on medical records or similar documentation regarding the person who has or had such disease; (F) all authority conferred or agreed to be conferred pursuant to the Master Ballot, and every obligation of the attorney signing the Master Ballot, shall be binding on each Claim's applicable 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; and (G) the attorney signing the Master Ballot understands that an otherwise properly completed, executed, and timely returned Master Ballot failing to indicate either acceptance or rejection of the Plan for each Claim listed on the exhibit accompanying the Master Ballot, or the same indicates both acceptance and rejection of the Plan, will not be counted.

D. Completion and Return of Master Ballots by Attorneys for Holders of Asbestos PI Claims. Attorneys of Record who represent individual holders of Asbestos PI Claims shall be permitted to cast Master Ballots for such holders, but only to the extent such attorneys have the authority under applicable law to do so, and so certify in the manner set forth herein and on the Master Ballots respecting such Asbestos PI Claims. Each Attorney of Record voting on behalf of the individuals he or she represents who hold or assert Asbestos PI Claims shall complete a Master Ballot, which will set forth the votes cast by such attorney on behalf of any such clients. The following procedures will govern the completion and return of a Master Ballot:

- i. Summarizing Votes on the Master Ballot:
 - a. The Master Ballot shall contain the following options for voting, one of which shall be marked by the Attorney of Record:
 - (1) "All Class 4 Asbestos PI Claims listed on the Master Ballot Exhibit **ACCEPT / VOTE IN FAVOR OF** the Plan."
 - (2) "All Class 4 Asbestos PI Claims listed on the Master Ballot Exhibit **REJECT / VOTE AGAINST** the Plan."
 - (3) "Some of the individuals listed on the Exhibit required in Item 3 **ACCEPT / VOTE IN FAVOR OF** the Plan while other individuals listed on such Exhibit **REJECT / VOTE AGAINST** the Plan."

- b. The Attorney of Record completing the Master Ballot also will have to complete the following summary of votes on the Plan for each disease category of Asbestos PI Claims for which the attorney is voting on the Plan:

Disease Category	Number of Votes ACCEPTING/ VOTING IN FAVOR OF Plan	Dollar Amount of Votes ACCEPTING/ VOTING IN FAVOR OF Plan	Number of Votes REJECTING/ VOTING AGAINST Plan	Dollar Amount of Votes REJECTING/ VOTING AGAINST Plan	Number of Elections to Opt-Out of the Holders' Release of Hopeman's Directors and Officers¹
Mesothelioma (Level IV)					
Lung Cancer (Level III)					
Other Cancer (Level II)					
Other Asbestos Disease (Level I)					
Total Votes					

- ii. **Election to Opt-Out of Holders' Release of Hopeman's Directors and Officers.** For any holder of an Asbestos PI Claim who indicates to their Attorney of Record to vote his or her Asbestos PI Claim as rejects the Plan or to abstain from voting on the Plan, such holder will have the option to elect to opt-out of the Holders' Release of Hopeman's Directors and Officers as set forth in Section 10.8 of the Plan. If any such holder's affirmative opt-out of this release is not notated on the Master Ballot, such holder will be deemed to have consented to the release contained in Section 10.8 of the Plan. Similarly, if a holder of an Asbestos PI Claim indicated to his or her Attorney of Record to vote his or her Asbestos PI Claim as accepts the Plan, such holder will be deemed to have granted the release contained in Section 10.8 of the Plan.
- iii. **Inability to Make Required Certifications on Master Ballot:** If the Attorney of Record is unable to make such certifications on behalf of any holder of an Asbestos PI Claim whom he or she represents, the attorney may not cast a vote on behalf of such claimant and must timely send the information relating to the names and

¹ Only applicable for holders of Asbestos PI Claims who vote to reject the Plan or abstain from voting on the Plan.

addresses of its clients for whom he or she may not vote to the Balloting Agent in accordance with Section IV(a)(i)(B) of the Solicitation Procedures.

iv. Spreadsheet Exhibit to the Master Ballot:

- a. Each Attorney of Record shall prepare a spreadsheet in the form shown on the Master Ballot. This spreadsheet will become an exhibit to the Master Ballot and must clearly identify the attorney's law firm on each page and list in separate columns the following information for each holder of an Asbestos PI Claim on whose behalf the Attorney of Record is voting: (i) the name of the injured party (with first name, last name, middle initial, and suffix listed in separate columns); (ii) the last four digits of the injured party's Social Security number; (iii) date of birth; (iv) date of death, if applicable; (v) disease type and disease amount (where applicable); and (vi) whether each individual holder of an Asbestos PI Claim accepts (votes in favor of) or rejects (votes against) the Plan.
- b. The entire spreadsheet must be submitted on a disc or thumb drive in MICROSOFT EXCEL™ or similar format, and enclosed with the Master Ballot; provided, however, if such spreadsheet contains less than twenty (20) holders of Asbestos PI Claims, the spreadsheet may be attached to the Master Ballot as an exhibit in paper form. The completed Master Ballot and spreadsheet exhibit must be returned to the Balloting Agent in accordance with Sections V(c) and V(d) of the Solicitation Procedures.

E. Opting-Out of the Holders' Release of Hopeman's Directors and Officers. If a holder of a Claim in Class 3 (General Unsecured Claims) or Class 4 (Asbestos PI Claims) elects **not** to grant the release contained in Section 10.8 of the Plan, such holder must check the box affirmatively opting-out of the Holders' Release of Hopeman's Directors and Officers. Election to withhold consent to the release contained in Section 10.8 of the Plan is at each Claim holder's option. If a holder of a Class 3 or Class 4 Claim submits a Ballot or is identified on a Master Ballot submitted to the Balloting Agent without the opt-out election made, such holder will be deemed to consent to the release contained in Section 10.8 of the Plan to the fullest extent permitted by applicable law. If a holder of a Class 3 or Class 4 Claim votes to accept the Plan on a Ballot or Master Ballot, as applicable, (i) such holder automatically will be deemed to consent to the release contained in Section 10.8 of the Plan to the fullest extent permitted by applicable law; and (ii) if you checked the opt-out box, your election not to grant the release will not be counted.

IV. RETURN OF BALLOTS

A. Claimants Entitled to Vote. Only holders of Claims in Class 3 (General Unsecured Claims), and Class 4 (Asbestos PI Claims) will be permitted to vote.

B. Authority to Complete and Execute Ballots. If a Ballot or Master Ballot is signed by a trustee, executor, guardian, attorney-in-fact, officer of a corporation, or any other entity acting in a fiduciary or representative capacity, the signatory must indicate such capacity when signing. The authority of the signatory of each Ballot or Master Ballot to complete and execute the Ballot

or Master Ballot shall be presumed, but by executing a Ballot or a Master Ballot, each signatory certifies that he or she has such authority, and shall provide evidence of such authority upon request of the Balloting Agent.

C. **Deadline for Receiving Completed Ballots and Master Ballots.** All Ballots and Master Ballots must be *actually received* by the Balloting Agent by the Voting and Release Opt-Out Deadline in order to register a vote on the Plan. If any Ballot or Master Ballot is received by the Balloting Agent after such date and time, the vote(s) recorded on that Ballot or Master Ballot will not be counted.

D. **Place to Send Completed Class 3 Ballots.** Class 3 Ballots may be returned by mail using the pre-addressed envelope included in the Solicitation Package, or by hand delivery or overnight courier to:

<p>Hopeman Balloting Processing Center c/o Kurtzman Carson Consultants LLC d/b/a Verita Global 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245</p>

Class 3 Ballots may also be submitted via the Balloting Agent’s online portal at <https://www.veritaglobal.com/hopeman>. Click on the “E-Ballot” section of the website and follow the instructions to submit your Ballot.

E. **Place to Send Completed Class 4 Ballots and Master Ballots.** Class 4 Ballots and Master Ballots may be returned by mail using the pre-addressed envelope included in the Solicitation Package, or by hand delivery or overnight courier to:

<p>Hopeman Balloting Processing Center c/o Kurtzman Carson Consultants LLC d/b/a Verita Global 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245</p>

Class 4 Ballots and Master Ballots may also be submitted via email to the Balloting Agent’s secure online portal at hopemanballots@veritaglobal.com.

F. **Other Electronic Transmission Not Accepted.** The Balloting Agent’s online portal for Class 3 Ballots and dedicated email address for Class 4 Ballots are the sole methods in which the respective Class Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, or other means of electronic transmission will not be counted. Except as may be permitted in writing by the Balloting Agent pursuant to this paragraph, any Ballots or Master Ballots submitted by facsimile, or other means of electronic transmission other than as noted above will not be counted. The Balloting Agent shall acknowledge by return email receipt of any Master Ballot submitted by email pursuant to this paragraph within one (1) business day of receipt of such Master Ballot.

G. **Retention of Ballots and Master Ballots by Balloting Agent.** The Balloting Agent will date-stamp all Ballots and Master Ballots when received. Ballots received on the day of the Voting and Release Opt-Out Deadline will be date and time-stamped. In addition, the Balloting Agent will retain originals of all Ballots and Master Ballots for a period of one (1) year after the Effective Date of the Plan, unless otherwise instructed by the Debtor in writing or otherwise ordered by the Bankruptcy Court.

V. TABULATION OF BALLOTS

A. **Determination of Amount of Asbestos PI Claims Voted.** The amounts used to tabulate acceptance/votes in favor of or rejection of/votes against the Plan by those holding Asbestos PI Claims are set forth in Section III of the Solicitation Procedures.

B. **Ballots Excluded.** A Ballot will not be counted if any of the following applies to such Ballot:

- i. The holder submitting the Ballot is not entitled to vote, pursuant to Section V(a) of the Solicitation Procedures.
- ii. The Ballot is not actually received by the Balloting Agent in the manner set forth in Section IV(D) of the Solicitation Procedures by the Voting and Release Opt-Out Deadline, unless the Debtor shall have granted in writing an extension of the Voting and Release Opt-Out Deadline with respect to such Ballot, or the Bankruptcy Court shall have granted such an extension.
- iii. The Ballot is returned to the Balloting Agent indicating a vote on the Plan but is unsigned.
- iv. The Ballot is illegible or contains insufficient information to permit the identification of the claimant.
- v. The Ballot is transmitted to the Balloting Agent by email, facsimile, or other electronic transmission other than the Balloting Agent's secure, online portal (except to the extent that the Balloting Agent has provided written permission to submit the Master Ballot by email pursuant to Section IV(E) of these Solicitation Procedures).
- vi. The Ballot is submitted in a form that is not the appropriate Ballot for such Claim.
- vii. The Ballot is not completed (including, without limitation, (i) a Master Ballot with respect to an Asbestos PI Claim on which the attorney fails to make the required certification, or (ii) a Ballot submitted by a holder of an Asbestos PI Claim in the United States that does not provide the last four digits of the claimant's Social Security Number); provided, however, that an undated Ballot and a Master Ballot that does not include the date of birth or the date of death (if applicable) of the claimant may be considered by the Balloting Agent to be complete for purposes of counting such Ballot.

C. **General Solicitation Procedures and Standard Assumptions.** In addition to all other provisions of these Solicitation Procedures, the following procedures for voting and standard assumptions will be used in tabulating Ballots.

- i. A creditor may not split his, her, or its vote. Accordingly, (a) each creditor shall have a single vote within a particular class, (b) the full amount of all such creditor's claims (calculated in accordance with these procedures) within a particular class shall be deemed to have been voted either to accept/in favor of or reject/against the Plan, and (c) any Ballot that partially rejects/votes against and partially accepts/votes in favor of the Plan shall not be counted.
- ii. The Balloting Agent shall have the discretion to, but shall not be obligated to, contact voters to cure any defects in the Ballots or Master Ballots.
- iii. Any voter that delivers a valid Ballot or Master Ballot may withdraw his, her, or its vote by delivering a written notice of withdrawal to the Balloting Agent before the Voting and Release Opt-Out Deadline. To be valid, the notice of withdrawal must (a) be signed by the person who signed the Ballot or Master Ballot to be revoked and (b) be received by the Balloting Agent on or before the Voting and Release Opt-Out Deadline. The Plan Proponent reserves the right to contest any withdrawals.
- iv. If multiple Ballots are received for the same holder on the same Claim, but are submitted by a different attorney or agent, the holder's vote will be counted only once and only if the votes on each Ballot are consistent. If the votes are not consistent, none of the Ballots will be counted.
- v. If multiple Ballots are received from different holders purporting to hold the same Claim, in the absence of contrary information establishing which claimant held such Claim as of the Voting and Release Opt-Out Deadline, the latest-dated otherwise valid Ballot that is received prior to the applicable Voting and Release Opt-Out Deadline will be the Ballot that is counted.
- vi. If multiple Ballots are received from the holder of a Claim and someone purporting to be his, her, or its attorney or agent, the Ballot received from the holder of the Claim will be the Ballot that is counted, and the vote of the purported attorney or agent will not be counted.
- vii. There shall be a rebuttable presumption that any claimant who submits a properly completed superseding Ballot or withdrawal of a Ballot on or before the Voting and Release Opt-Out Deadline has sufficient cause, within the meaning of Bankruptcy Rule 3018(a), to change or withdraw such claimant's acceptance or rejection of the Plan.

- viii. A Ballot that is completed, but on which the claimant did not vote to accept/in favor of or reject/against the Plan, or on which the claimant has voted to accept/in favor of and reject/against the Plan, shall not be counted as a vote on the Plan.
- ix. If multiple Ballots are received from a holder of a Claim for the same Claim, the latest-dated otherwise valid Ballot that is received prior to the applicable Voting and Release Opt-Out Deadline shall be the Ballot that is counted as a vote on the Plan.

EXHIBIT 2A

Form of Ballot
Class 3 (General Unsecured Claims)

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

In re: : Chapter 11
HOPEMAN BROTHERS, INC., : Case No. 24-32428 (KLP)
Debtor. :
_____ :

BALLOT TO ACCEPT OR REJECT THE DEBTOR’S PLAN

Class 3 (General Unsecured Claims)

Please read and follow the enclosed instructions carefully before completing this Ballot.

To be counted, your Ballot must be returned so as to be actually received by the Balloting Agent by [●], 2024, at 4:00 pm (prevailing Eastern Time) (the “Voting and Release Opt-Out Deadline”).

Article X of the Plan contains release, exculpation and injunction provisions. These provisions are included in the Ballot. You are advised to review and consider the Plan carefully because your rights might be affected thereunder even if you abstain from voting.

This ballot (the “Ballot”) is provided to you to solicit your vote to accept or reject the *Plan of Liquidation of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as may be amended from time to time, the “Plan”) for Hopeman Brothers, Inc. (the “Debtor”).¹ The Bankruptcy Court for the Eastern District of Virginia (the “Bankruptcy Court”) has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by order entered on [●], 2024 (the “Disclosure Statement Order”). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court.

Please use this Ballot to cast your vote to accept or reject the Plan if you are, as of [●], 2024 (the “Voting Record Date”), a holder of a General Unsecured Claim (a “Holder”) against the Debtor.

Your rights are described in the Disclosure Statement, which was included in the package (the “Solicitation Package”) you are receiving with this Ballot (as well as the Plan, Disclosure Statement Order, and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them from (a) Kurtzman Carson Consultants LLC d/b/a Verita

¹ Capitalized terms used in this Ballot or the attached instructions that are not defined herein have the meanings given to them in the Plan.

Global (the “Balloting Agent”) at no charge by: (i) accessing the Debtor’s restructuring website at <https://www.veritaglobal.net/hopeman>; (ii) writing to Hopeman Ballot Processing Center c/o Kurtzman Carson Consultants LLC d/b/a Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, California 90245; (iii) calling (877) 709-4752 (toll free) or +1 (424) 236-7232 (international); or (iv) submitting an inquiry at <https://www.veritaglobal.net/hopeman/inquiry>; or (b) for a fee via PACER on the Bankruptcy Court’s website at www.vaeb.uscourts.gov.

You should review the Disclosure Statement and the Plan before you vote. Among other things, the Plan proposes certain releases, injunctions, and exculpations, pursuant to which certain parties are released from liability or exculpated for a variety of claims. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claim has been placed in Class 3 (General Unsecured Claims) under the Plan. If you hold claims in more than one class, you will receive a ballot for each class in which you are entitled to vote.

If your ballot is not received by the Balloting Agent on or before 4:00 p.m., prevailing Eastern Time, on [●], 2024 and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan. If the Plan is confirmed by the Bankruptcy Court it will be binding on you whether or not you vote.

ACCEPTANCE OR REJECTION OF THE PLAN

Item 1. Principal Amount of Claim. The undersigned, the holder of a Claim in Class 3 (General Unsecured Claims) against the Debtor in the unpaid amount of \$ _____,

Item 2. Vote on Plan. Please vote below either to accept or to reject the Plan with respect to your Claim in Class 3. 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 undersigned holder of a Class 3 Claim votes (check one box only):

ACCEPTS THE PLAN REJECTS THE PLAN

THE DEBTOR RECOMMENDS THAT YOU VOTE TO ACCEPT THE PLAN.

Item 3. Optional Release Election. If you voted to reject the Plan above, or if you abstained from voting on the Plan, check this box if you elect not to grant the release contained in Section 10.8 of the Plan. Election to withhold consent to the releases contained in Article 10.8 of the Plan is at your option. If you submit your Ballot without this box checked, or if you do not submit your Ballot by the Voting and Release Opt-Out Deadline, you will be deemed to consent to the releases contained in Section 10.8 of the Plan to the fullest extent permitted by applicable law. If you voted to accept the Plan above, (i) you will be deemed to consent to the releases contained in Section 10.8 of the Plan to the fullest extent permitted by applicable law; and (ii) even if you check the box below, your election to not grant the releases will not be counted.

The undersigned elects **not** to grant the releases contained in Section 10.8 of the Plan.

PLAN EXCULPATION, INJUNCTION, AND RELEASE PROVISIONS

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

Defined Terms

“Approved Asbestos Insurance Settlement Agreement” means an Asbestos Insurance Settlement Agreement that has been approved by a Final Order, regardless of whether such Final Order is entered before or after the Confirmation Date or before or after the Effective Date; *provided that* the Confirmation Order shall be considered the Final Order to the extent approval of an Asbestos Insurance Settlement Agreement occurs as part of the Plan confirmation.

“Asbestos Insurance Entity” means any Entity, including any insurance company, broker, or guaranty association, that has issued, or that has any actual or potential liabilities, duties or obligations under or with respect to any Asbestos Insurance Policy.

“Asbestos Insurance Policy” means any insurance policy or portion thereof that provides coverage to Hopeman for Asbestos PI Claims.

“Asbestos Insurance Settlement Agreements” means (a) the Chubb Insurer Settlement Agreement; (b) the Certain Insurer Settlement Agreement; and (c) any other settlement agreement that an Asbestos Insurance Entity enters into with the Debtor.

“Asbestos Protected Party” means each of the following:

- (a) the Debtor;
- (b) any Settling Asbestos Insurance Entity; and
- (c) any current or former Representative of any of the above solely in their capacities as such.

“Certain Insurer Settlement Agreement” means the Settlement Agreement and Release, dated as of July 10, 2024 by and among the Debtor, Continental Casualty Company, Fidelity & Casualty Company, Lexington Insurance Company, Granite State Insurance Company, the Insurance Company of the State of Pennsylvania, National Union fire Insurance Company of Pittsburgh, PA, and General Reinsurance Corporation.

“Chubb Insurer Settlement Agreement” means the Settlement Agreement and Release, dated as of June 27, 2024 between the Debtor, Century Indemnity Company (as successor to CCI Insurance Company, as successor to Insurance Company of North America), and Westchester Fire Insurance Company.

“Debtor” means Hopeman Brothers, Inc. in the Chapter 11 Case and each of its predecessors in interest.

“**Entity**” means any Person or organization created by law, including, without limitation, any individual, company, corporation, limited liability company, partnership, association, joint stock company, joint venture, estate, trust, unincorporated organization, or government or any political subdivision thereof.

“**Exculpated Parties**” means, collectively, (a) the Debtor, (b) any Settling Asbestos Insurance Entity, and (c) any Representative of the foregoing.

“**Person**” means person as defined in section 101(41) of the Bankruptcy Code.

“**Releasing Party**” means collectively: (a) all holders of Claims that vote to accept or are presumed to accept the Plan; (b) all holders of Claims that abstain from voting on the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; (c) all holders of Claims and Interests that vote to reject the Plan or are deemed to reject the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; and (d) with respect to the Debtor and each of the foregoing Entities in clauses (a) through (c), such Entity and its current and former affiliates, and such Entities’ and their current and former affiliates’ current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), interest holders, predecessors, successors, and assigns.

“**Representative**” means, with respect to any specified Entity, any current or former officer, director, employee, agent, attorney, accountant, financial advisor, expert, consultant, or other representative of any specified Entity.

“**Settling Asbestos Insurance Entity**” means any Asbestos Insurance Entity that is a party to an Approved Asbestos Insurance Settlement Agreement.

Section 10.1 Exculpation

None of the Exculpated Parties shall have or incur any liability to any holder of a Claim or Interest, including, without limitation, the Asbestos PI Claims, for any act or omission in connection with, related to, or arising out of: (a) the Chapter 11 Case; (b) pursuit of confirmation of the Plan; (c) consummation of the Plan, or administration of the Plan or the property to be distributed under the Plan or the Trust Distribution Procedures; (d) the Plan; (e) the negotiation, formulation and preparation of the Plan and the Plan Documents; or (f) any of the terms and/or settlements and compromises approved by the Bankruptcy Court or reflected in the Plan and the Plan Documents; except for willful misconduct or gross negligence as determined by a Final Order. In all respects, the Exculpated Parties shall be entitled to rely on the advice of counsel and financial and other experts or professionals employed by them with respect to their duties and responsibilities in the Chapter 11 Case, and such reliance shall conclusively establish the absence of willful misconduct and gross negligence. In addition, any act or omission taken with the

approval of the Bankruptcy Court shall be conclusively deemed not to constitute willful misconduct or gross negligence.

Section 10.2 General Injunction

Except as otherwise expressly provided in the Plan or in the Confirmation Order, and except in connection with the enforcement of the terms of the Plan or any documents provided for or contemplated in the Plan, all Entities who have held, hold or may hold Claims against or Interests in the Debtor or the Estate that arose prior to the Effective Date are permanently enjoined from: (i) commencing or continuing in any manner, directly or indirectly, any action or other proceeding of any kind against the Debtor, or any property of the Debtor, with respect to any such Claim or Interest; (ii) the enforcement, attachment, collection or recovery by any manner or means, directly or indirectly, of any judgment, award, decree or order against the Debtor, or any property of the Debtor, with respect to any such Claim or Interest; (iii) creating, perfecting or enforcing, directly or indirectly, any lien or encumbrance of any kind against the Debtor, or any property of the Debtor, with respect to any such Claim or Interest; (iv) effecting, directly or indirectly, any setoff or recoupment of any kind against any obligation due to the Debtor, or any property of the Debtor, with respect to any such Claim or Interest, unless approved by the Bankruptcy Court; and (v) any act, in any manner, in any place whatsoever, that does not conform to or comply with the provisions of this Plan with respect to such Claim or Interest.

Nothing in Section 10.2 of the Plan shall (i) prohibit the Holder of an Asbestos PI Claim from asserting such Claim against the Liquidation Trust, (ii) prohibit the Liquidation Trust from taking any action with respect to any action with respect to any Asbestos Insurance Policies or any Asbestos Insurance Rights, or (iii) prohibit the Holder of a Disputed Claim from litigating its right to seek to have such Disputed Claim declared an Allowed Claim and paid in accordance with the distribution provisions of the Plan, or enjoin or prohibit the enforcement by the Holder of such Disputed Claim of any of the obligations of the Debtor under the Plan.

Section 10.4 Policy Injunction

Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, and to give further effect to the Approved Asbestos Insurance Settlement Agreements, the Confirmation Order shall contain an injunction permanently and forever prohibiting and enjoining the commencement, conduct, or continuation of any Claim (including a Direct Action Asbestos Claim and an Asbestos PI Claim), action or cause of action, whether known or unknown, present or future, the employment of process or any act to collect, recover from, or offset any Claim, known or unknown, present or future, against any Asbestos Protected Party based on, arising from, or attributable to, in any way, an Asbestos Insurance Policy settled pursuant to an Approved Asbestos Insurance Settlement Agreement, including (without limitation) any Claim released in an Approved Asbestos Insurance Settlement Agreement, whether such Asbestos Insurance Settlement Agreement is approved by the Bankruptcy Court pursuant to separate order previously entered or the Confirmation Order²; but such injunction pursuant to section 105(a) of the Bankruptcy Code shall not affect or modify

² Except to the extent expressly stated otherwise in the Confirmation Order, the Policy Injunction in the Plan shall supplement but not eliminate any injunctive relief approved by the Bankruptcy Court in a prior Order entered in conjunction with an Approved Asbestos Insurance Settlement Agreement.

the rights of any person who is insured, by agreement, under the express terms of any policy of insurance, except to the extent such rights were released or enjoined in an order previously entered by the Bankruptcy Court or the Confirmation Order that approved an Asbestos Insurance Settlement Agreement. For the avoidance of doubt, this Policy Injunction bars any Claim released in an Approved Asbestos Insurance Settlement Agreement, and any Claim otherwise barred or enjoined pursuant to the Confirmation Order or other order entered by the Bankruptcy Court, as to which a person asserts to be an insured on a third-party beneficiary theory or other similar theory or by virtue of having a judgment or Allowed Claim against the Debtor.

The protection of the foregoing injunction includes, but is not limited to, any and all Claims that are based, in whole or in part, on the insurance relationship between the Settling Asbestos Insurance Entity and the Debtor arising from, attributable to, in any way, or under an Asbestos Insurance Policy subject to an Approved Asbestos Insurance Settlement Agreement, whether arising from statute, common law, or otherwise.

Section 10.7 Debtor's Release of Directors and Officers

In addition to the protections afforded to former or current officers and directors of Hopeman as Asbestos Protected Parties, for good and valuable consideration, the Debtor's hereby release and waive any and all Claims or Causes of Action the Debtor holds against based upon, attributable to, or arising from any acts or omissions of such officer or director occurring prior to the Effective Date.

Section 10.8 Holders' Release of Hopeman's Directors and Officers

In addition to the protections afforded to former or current officers and directors of Hopeman as Asbestos Protected Parties, the acceptance of any Distribution by a Releasing Party as it pertains to its Claim against Hopeman, and, with respect to Asbestos PI Claims, the acceptance by a Releasing Party of payment from the Liquidation Trust, will constitute a waiver and release of any and all Causes of Action that such holder, including the Liquidation Trust and any holder of an Asbestos PI Claim, did commence or could have commenced against any former or current officer or director of Hopeman (serving in such capacity) that is based upon, attributable to, or arising from any acts or omissions of such officer or director occurring prior to the Effective Date.

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. the undersigned has the power and authority to vote to accept or reject the Plan;
- ii. the undersigned has received the documents included in the Solicitation Package;
- iii. on information and belief, the undersigned holds a General Unsecured Claim (as defined in the Plan) against the Debtor or is an agent authorized to submit the Ballot on behalf of such holder;

- iv. no other Ballot with respect to the Claim identified herein has been cast or, if any other Ballots have been cast with respect to such Claim, then any such earlier received Ballots are hereby revoked;
- v. all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned, 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; and
- vi. the undersigned understands that an otherwise properly completed, executed, and timely returned Ballot failing to indicate either acceptance or rejection of the Plan, or indicating both acceptance and rejection of the Plan, will not be counted.

Dated: _____

Print or type name: _____

Signature: _____

Title: (if corporation, limited liability company or partnership)

Address: _____

Phone No: _____

Email: _____

Tax Payer Identification No.: _____

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) *PROMPTLY* VIA FIRST CLASS MAIL (OR THE ENCLOSED REPLY ENVELOPE PROVIDED), OVERNIGHT COURIER, OR HAND DELIVERY TO:

**Hopeman Ballot Processing Center
c/o Kurtzman Carson Consultants LLC d/b/a Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245**

**If you would like to coordinate hand delivery of your Ballot, please submit your request by visiting the Debtor's restructuring website at:
<https://www.veritaglobal.net/hopeman/inquiry> and provide the anticipated date and time of your delivery.**

OR

Submit your Ballot via the Balloting Agent's online portal at <https://www.veritaglobal.com/hopeman>. Click on the "E-Ballot" section of the website and follow the instructions to submit your Ballot.

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

Unique E-Ballot ID# and PIN: _____

The Balloting Agent's online portal is the sole manner in which Class 3 Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

Each E-Ballot ID# and PIN is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# and PIN you receive, as applicable.

Holders of Claims who cast a Ballot using the Balloting Agent's online portal should NOT also submit a paper Ballot.

IF THE BALLOTING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE [●] 2024, AT 4:00 P.M., (PREVAILING EASTERN TIME), (AND IF THE VOTING AND RELEASE OPT-OUT DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTOR.

EXHIBIT 2B

Form of Individual Ballot
Class 4 (Asbestos PI Claims)

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

In re: : Chapter 11
: :
HOPEMAN BROTHERS, INC., : Case No. 24-32428 (KLP)
: :
Debtor. :

BALLOT TO ACCEPT OR REJECT THE DEBTOR’S PLAN

Class 4 (Asbestos PI Claims)

Please read and follow the enclosed instructions carefully before completing this Ballot.

To be counted, your Ballot must be returned so as to be actually received by the Balloting Agent by [●], 2024, at 4:00 pm (prevailing Eastern Time) (the “Voting and Release Opt-Out Deadline”).

Article X of the Plan contains release, exculpation and injunction provisions. These provisions are included in the Ballot. You are advised to review and consider the Plan carefully because your rights might be affected thereunder even if you abstain from voting.

This ballot (the “Ballot”) is provided to you to solicit your vote to accept or reject the *Plan of Liquidation of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as may be amended from time to time, the “Plan”) for Hopeman Brothers, Inc. (the “Debtor”).¹ The Bankruptcy Court for the Eastern District of Virginia (the “Bankruptcy Court”) has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by order entered on [●], 2024 (the “Disclosure Statement Order”). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court.

Please use this Ballot to cast your vote to accept or reject the Plan if you are, as of [●], 2024 (the “Voting Record Date”), a holder of an Asbestos PI Claim (a “Holder”) against the Debtor.

The Plan provides for the issuance of injunctions pursuant to sections 105(a) and 363(f) of the Bankruptcy Code. For a description of the causes of action to be enjoined and the identities of the entities that would be subject to the injunction, see Section IV.G of the Disclosure Statement and Article X of the Plan. Article X of the Plan also proposes certain releases and exculpations, pursuant to which certain parties are released from liability or exculpated for a variety of claims.

¹ Capitalized terms used in this Ballot or the attached instructions that are not defined herein have the meanings given to them in the Plan.

Your rights are described in the Disclosure Statement, which was included in the package (the “Solicitation Package”) you are receiving with this Ballot (as well as the Plan, Disclosure Statement Order, and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them from (a) Kurtzman Carson Consultants LLC d/b/a Verita Global (the “Balloting Agent”) at no charge by: (i) accessing the Debtor’s restructuring website at <https://www.veritaglobal.net/hopeman>; (ii) writing to Hopeman Ballot Processing Center c/o Kurtzman Carson Consultants LLC d/b/a Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (iii) calling (877) 709-4752 (toll free) or +1 (424) 236-7232 (international); or (iv) or submitting an inquiry through the Debtor’s restructuring website at <https://www.veritaglobal.net/hopeman/inquiry>; or (b) for a fee via PACER on the Bankruptcy Court’s website at www.vaeb.uscourts.gov.

Please note that the Balloting Agent cannot provide legal advice or direct you to either accept (vote in favor of) or reject (vote against) the Plan. IF AN ADDITIONAL BALLOT IS NEEDED, PLEASE DO NOT PHOTOCOPY THIS BALLOT, BUT RATHER, REQUEST AN ADDITIONAL BALLOT FROM THE BALLOTING AGENT.

You should review the Disclosure Statement and the Plan before you vote. Among other things, the Plan proposes certain releases, injunctions, and exculpations, pursuant to which certain parties are released from liability or exculpated for a variety of claims. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claim has been placed in Class 4 (Asbestos PI Claims) under the Plan. If you hold claims in more than one class, you will receive a ballot for each class in which you are entitled to vote.

If your ballot is not received by the Balloting Agent on or before 4:00 p.m., prevailing Eastern Time, on [●], 2024 and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan. If the Plan is confirmed by the Bankruptcy Court it will be binding on you whether or not you vote.

HOPEMAN BROTHERS, INC. INDIVIDUAL BALLOT FOR VOTING ON THE PLAN OF LIQUIDATION OF HOPEMAN BROTHERS, INC. UNDER CHAPTER 11 OF THE BANKRUPTCY CODE FOR CLASS 4 (ASBESTOS PI CLAIMS)	
<p>Read instructions accompanying this Ballot before completing. Print clearly.</p> <p>ITEM 1 – Plan Vote. Please mark one box below.</p> <p>The undersigned, a holder of an Asbestos PI Claim or his or her authorized agent:</p> <p><input type="checkbox"/> ACCEPTS / VOTES IN FAVOR OF the Plan</p> <p><input type="checkbox"/> REJECTS / VOTES AGAINST the Plan</p> <p>Your vote will be counted in accordance with the Plan and Solicitation Procedures for Class 4 (Asbestos PI Claims).</p> <p>ITEM 2 – Injured Party’s Prepetition Settled Claim Amount \$ _____ and</p> <p>Disease Category (Check only one):</p> <p><input type="checkbox"/> Mesothelioma (Level IV)</p> <p><input type="checkbox"/> Lung Cancer (Level III)</p> <p><input type="checkbox"/> Other Cancer (Level II)</p> <p><input type="checkbox"/> Other Asbestos Disease (Level I)</p> <p>ITEM 3 – Optional Release Election. If you voted to reject the Plan above, or if you abstained from voting on the Plan, check this box if you elect not to grant the release contained in Section 10.8 of the Plan. Election to withhold consent to the releases contained in Article 10.8 of the Plan is at your option. If you submit your Ballot without this box checked, or if you do not submit your Ballot by the Voting and Release Opt-Out Deadline, you will be deemed to consent to the releases contained in Section 10.8 of the Plan to the fullest extent permitted by applicable law. If you voted to accept the Plan above, (i) you will be deemed to consent to the releases contained in Section 10.8 of the Plan to the fullest extent permitted by applicable law; and (ii) even if you check the box below, your election to not grant the releases will not be counted.</p> <p><input type="checkbox"/> The undersigned elects not to grant the releases contained in Section 10.8 of the Plan.</p>	<p>ITEM 4 – Claimant’s Name or Address Corrections, if any (Print Clearly):</p> <p>_____</p> <p>(Name) (Address 1)</p> <p>_____</p> <p>(Address 2)</p> <p>_____</p> <p>(City) (State) (Zip)</p> <p>ITEM 5 – Last Four Digits of Injured Party’s Social Security Number - _ _ _ _</p> <p>ITEM 6 – Claimant’s Telephone Number (_ _) _ _ _ - _ _ _ _</p> <p>Do not include medical information with this ballot.</p> <p>By signing this Ballot, you certify that:</p> <p>I have the power and authority to vote to accept or reject the Plan.</p> <p>I have received a copy of the Disclosure Statement (with the Plan attached as an exhibit), this Individual Ballot, and the Confirmation Hearing Notice.</p> <p>Upon information and belief, I am a holder of an Asbestos PI Claim (as defined in the Plan) or an agent authorized to submit this Ballot on behalf of such holder.</p> <p>The asbestos-related disease attributed to the Asbestos PI Claim being voted in this Ballot is the disease category designated in Item 2 above, based on medical records or similar documentation regarding the person who has or had such disease.</p> <p>I understand that all authority conferred or agreed to be conferred pursuant to this Ballot, and ever obligation of the person signing this Ballot, 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.</p> <p>I understand that an otherwise properly completed, executed, and timely returned Ballot failing to indicate either acceptance or rejection of the Plan, or indicating both acceptance and rejection of the Plan, will not be counted.</p>

ITEM 7 – Signature/Authorization	
_____ Signature of Claimant or Authorized Agent	
_____ Print Name of Signatory	
_____ If by Authorized Agent, Print Title of Agent	
_____ Date	

PLAN EXCULPATION, INJUNCTION, AND RELEASE PROVISIONS

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

Defined Terms

“**Approved Asbestos Insurance Settlement Agreement**” means an Asbestos Insurance Settlement Agreement that has been approved by a Final Order, regardless of whether such Final Order is entered before or after the Confirmation Date or before or after the Effective Date; *provided that* the Confirmation Order shall be considered the Final Order to the extent approval of an Asbestos Insurance Settlement Agreement occurs as part of the Plan confirmation.

“**Asbestos Insurance Entity**” means any Entity, including any insurance company, broker, or guaranty association, that has issued, or that has any actual or potential liabilities, duties or obligations under or with respect to any Asbestos Insurance Policy.

“**Asbestos Insurance Policy**” means any insurance policy or portion thereof that provides coverage to Hopeman for Asbestos PI Claims.

“**Asbestos Insurance Settlement Agreements**” means (a) the Chubb Insurer Settlement Agreement; (b) the Certain Insurer Settlement Agreement; and (c) any other settlement agreement that an Asbestos Insurance Entity enters into with the Debtor.

“**Asbestos Protected Party**” means each of the following:

- (a) the Debtor;
- (b) any Settling Asbestos Insurance Entity; and
- (c) any current or former Representative of any of the above solely in their capacities as such.

“**Certain Insurer Settlement Agreement**” means the Settlement Agreement and Release, dated as of July 10, 2024 by and among the Debtor, Continental Casualty Company, Fidelity & Casualty Company, Lexington Insurance Company, Granite State Insurance Company, the Insurance

Company of the State of Pennsylvania, National Union fire Insurance Company of Pittsburgh, PA, and General Reinsurance Corporation.

“**Chubb Insurer Settlement Agreement**” means the Settlement Agreement and Release, dated as of June 27, 2024 between the Debtor, Century Indemnity Company (as successor to CCI Insurance Company, as successor to Insurance Company of North America), and Westchester Fire Insurance Company.

“**Debtor**” means Hopeman Brothers, Inc. in the Chapter 11 Case and each of its predecessors in interest.

“**Entity**” means any Person or organization created by law, including, without limitation, any individual, company, corporation, limited liability company, partnership, association, joint stock company, joint venture, estate, trust, unincorporated organization, or government or any political subdivision thereof.

“**Exculpated Parties**” means, collectively, (a) the Debtor, (b) any Settling Asbestos Insurance Entity, and (c) any Representative of the foregoing.

“**Person**” means person as defined in section 101(41) of the Bankruptcy Code.

“**Releasing Party**” means collectively: (a) all holders of Claims that vote to accept or are presumed to accept the Plan; (b) all holders of Claims that abstain from voting on the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; (c) all holders of Claims and Interests that vote to reject the Plan or are deemed to reject the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; and (d) with respect to the Debtor and each of the foregoing Entities in clauses (a) through (c), such Entity and its current and former affiliates, and such Entities’ and their current and former affiliates’ current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), interest holders, predecessors, successors, and assigns.

“**Representative**” means, with respect to any specified Entity, any current or former officer, director, employee, agent, attorney, accountant, financial advisor, expert, consultant, or other representative of any specified Entity.

“**Settling Asbestos Insurance Entity**” means any Asbestos Insurance Entity that is a party to an Approved Asbestos Insurance Settlement Agreement.

Section 10.1 Exculpation

None of the Exculpated Parties shall have or incur any liability to any holder of a Claim or Interest, including, without limitation, the Asbestos PI Claims, for any act or omission in connection with, related to, or arising out of: (a) the Chapter 11 Case; (b) pursuit of confirmation of the Plan; (c) consummation of the Plan, or administration of the Plan or the property to be distributed under the Plan or the Trust Distribution Procedures; (d) the Plan; (e) the negotiation,

formulation and preparation of the Plan and the Plan Documents; or (f) any of the terms and/or settlements and compromises approved by the Bankruptcy Court or reflected in the Plan and the Plan Documents; except for willful misconduct or gross negligence as determined by a Final Order. In all respects, the Exculpated Parties shall be entitled to rely on the advice of counsel and financial and other experts or professionals employed by them with respect to their duties and responsibilities in the Chapter 11 Case, and such reliance shall conclusively establish the absence of willful misconduct and gross negligence. In addition, any act or omission taken with the approval of the Bankruptcy Court shall be conclusively deemed not to constitute willful misconduct or gross negligence.

Section 10.2 General Injunction

Except as otherwise expressly provided in the Plan or in the Confirmation Order, and except in connection with the enforcement of the terms of the Plan or any documents provided for or contemplated in the Plan, all Entities who have held, hold or may hold Claims against or Interests in the Debtor or the Estate that arose prior to the Effective Date are permanently enjoined from: (i) commencing or continuing in any manner, directly or indirectly, any action or other proceeding of any kind against the Debtor, or any property of the Debtor, with respect to any such Claim or Interest; (ii) the enforcement, attachment, collection or recovery by any manner or means, directly or indirectly, of any judgment, award, decree or order against the Debtor, or any property of the Debtor, with respect to any such Claim or Interest; (iii) creating, perfecting or enforcing, directly or indirectly, any lien or encumbrance of any kind against the Debtor, or any property of the Debtor, with respect to any such Claim or Interest; (iv) effecting, directly or indirectly, any setoff or recoupment of any kind against any obligation due to the Debtor, or any property of the Debtor, with respect to any such Claim or Interest, unless approved by the Bankruptcy Court; and (v) any act, in any manner, in any place whatsoever, that does not conform to or comply with the provisions of this Plan with respect to such Claim or Interest.

Nothing in Section 10.2 of the Plan shall (i) prohibit the Holder of an Asbestos PI Claim from asserting such Claim against the Liquidation Trust, (ii) prohibit the Liquidation Trust from taking any action with respect to any action with respect to any Asbestos Insurance Policies or any Asbestos Insurance Rights, or (iii) prohibit the Holder of a Disputed Claim from litigating its right to seek to have such Disputed Claim declared an Allowed Claim and paid in accordance with the distribution provisions of the Plan, or enjoin or prohibit the enforcement by the Holder of such Disputed Claim of any of the obligations of the Debtor under the Plan.

Section 10.4 Policy Injunction

Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, and to give further effect to the Approved Asbestos Insurance Settlement Agreements, the Confirmation Order shall contain an injunction permanently and forever prohibiting and enjoining the commencement, conduct, or continuation of any Claim (including a Direct Action Asbestos Claim and an Asbestos PI Claim), action or cause of action, whether known or unknown, present or future, the employment of process or any act to collect, recover from, or offset any Claim, known or unknown, present or future, against any Asbestos Protected Party based on, arising from, or attributable to, in any way, an Asbestos Insurance Policy settled pursuant to an Approved Asbestos Insurance Settlement Agreement, including (without limitation) any Claim released in an Approved Asbestos Insurance Settlement Agreement, whether such Asbestos Insurance Settlement Agreement is approved by

the Bankruptcy Court pursuant to separate order previously entered or the Confirmation Order²; but such injunction pursuant to section 105(a) of the Bankruptcy Code shall not affect or modify the rights of any person who is insured, by agreement, under the express terms of any policy of insurance, except to the extent such rights were released or enjoined in an order previously entered by the Bankruptcy Court or the Confirmation Order that approved an Asbestos Insurance Settlement Agreement. For the avoidance of doubt, this Policy Injunction bars any Claim released in an Approved Asbestos Insurance Settlement Agreement, and any Claim otherwise barred or enjoined pursuant to the Confirmation Order or other order entered by the Bankruptcy Court, as to which a person asserts to be an insured on a third-party beneficiary theory or other similar theory or by virtue of having a judgment or Allowed Claim against the Debtor.

The protection of the foregoing injunction includes, but is not limited to, any and all Claims that are based, in whole or in part, on the insurance relationship between the Settling Asbestos Insurance Entity and the Debtor arising from, attributable to, in any way, or under an Asbestos Insurance Policy subject to an Approved Asbestos Insurance Settlement Agreement, whether arising from statute, common law, or otherwise.

Section 10.7 Debtor's Release of Directors and Officers

In addition to the protections afforded to former or current officers and directors of Hopeman as Asbestos Protected Parties, for good and valuable consideration, the Debtor's hereby release and waive any and all Claims or Causes of Action the Debtor holds against based upon, attributable to, or arising from any acts or omissions of such officer or director occurring prior to the Effective Date.

Section 10.8 Holders' Release of Hopeman's Directors and Officers

In addition to the protections afforded to former or current officers and directors of Hopeman as Asbestos Protected Parties, the acceptance of any Distribution by a Releasing Party as it pertains to its Claim against Hopeman, and, with respect to Asbestos PI Claims, the acceptance by a Releasing Party of payment from the Liquidation Trust, will constitute a waiver and release of any and all Causes of Action that such holder, including the Liquidation Trust and any holder of an Asbestos PI Claim, did commence or could have commenced against any former or current officer or director of Hopeman (serving in such capacity) that is based upon, attributable to, or arising from any acts or omissions of such officer or director occurring prior to the Effective Date.

² Except to the extent expressly stated otherwise in the Confirmation Order, the Policy Injunction in the Plan shall supplement but not eliminate any injunctive relief approved by the Bankruptcy Court in a prior Order entered in conjunction with an Approved Asbestos Insurance Settlement Agreement.

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) *PROMPTLY* VIA FIRST CLASS MAIL (OR THE ENCLOSED REPLY ENVELOPE PROVIDED), OVERNIGHT COURIER, OR HAND DELIVERY TO:

**Hopeman Ballot Processing Center
c/o Kurtzman Carson Consultants LLC d/b/a Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245**

**If you would like to coordinate hand delivery of your Ballot, please submit your request by visiting the Debtor's restructuring website at:
<https://www.veritaglobal.net/hopeman/inquiry> and provide the anticipated date and time of your delivery.**

OR

**Send your Ballot to the Balloting Agent's dedicated email address at
hopemanballots@veritaglobal.com.**

The Balloting Agent's dedicated email address is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile or other means of electronic transmission will not be counted.

Holders of Claims who cast a Ballot via the Balloting Agent's dedicated email address should NOT also submit a paper Ballot.

IF THE BALLOTING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE 10/1 2024, AT 4:00 P.M., (PREVAILING EASTERN TIME), (AND IF THE VOTING AND RELEASE OPT-OUT DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTOR.

VOTING INSTRUCTIONS FOR CLASS 4 (ASBESTOS PI CLAIMS)
INDIVIDUAL BALLOT

1. This Ballot is submitted to you in connection with the solicitation of votes of holders of Claims in Class 4 (Asbestos PI Claims) to accept (vote in favor of) or reject (vote against) the Plan. **Please read the Plan and Disclosure Statement carefully before completing this ballot. Digital copies of the Plan and Disclosure Statement can be found on the flash drive enclosed in the packet you received.** You may wish to seek legal advice concerning the Plan and the classification and treatment of your claim under the Plan.

2. **ITEM 1: Cast one vote to accept (vote in favor of) or reject (vote against) the Plan by checking the appropriate box.** If you submit a signed Ballot but fail to indicate whether you accept or reject the Plan or if you indicate that you accept and reject the Plan, your vote will not be counted as either an acceptance of the Plan or a rejection of the Plan.

3. **ITEM 2:** Indicate in Item 2 the disease category applicable to your Class 4 Asbestos PI Claim. The following are the asbestos-related disease categories, along with their corresponding amount and medical criteria (as set forth in the Trust Distribution Procedures³ attached to the Plan) for voting purposes only:

- i. Mesothelioma (Level IV). Requires (1) diagnosis of mesothelioma and (2) Hopeman Exposure⁴.
- ii. Lung Cancer (Level III). Requires (1) diagnosis of asbestos-related lung cancer, and (2) at least six months of Hopeman Exposure.
- iii. Other Cancers (Level II). Requires (1) diagnosis of an asbestos-related colon or colo-rectal, laryngeal, esophageal, pharyngeal, or stomach cancer, and (2) at least six continuous months of Hopeman Exposure.
- iv. Other Asbestos Disease (Level I). Requires (1) diagnosis of an asbestos-related nonmalignant disease, and (2) at least six continuous months of Hopeman Exposure.

4. If no disease category applies because the nature of your Asbestos PI Claim either was (i) asserted as of the Petition Date but remained unliquidated, contingent and disputed as of the Petition Date; or (ii) identified in connection with a submitted Class 4 Intake Form for Voting Purposes Only, then your Claim shall be assigned a value of \$1.00, which is solely for voting purposes and does not constitute an allowance or liquidation of such Asbestos PI Claim for purposes of distribution from the Liquidation Trust. If you wish to vote such Claim in an amount

³ Capitalized terms used in this Paragraph 3 but otherwise defined herein shall have the meanings ascribed to them in the Trust Distribution Procedures.

⁴ As defined in the Trust Distribution Procedures, "Hopeman Exposure" exists when a Claimant has (i) evidence of exposure to asbestos or asbestos-containing products manufactured, sold, supplied, produced, distributed, released, installed, advertised or marketed by the Debtor, or exposure to an operation or other activity involving asbestos-containing products for which the Debtor may have liability on certain ships and/or at certain shipyards during the relevant time periods when Hopeman was present; and (ii) worked in a trade which generally had exposure to Hopeman asbestos or asbestos-containing products or to operations or activities involving asbestos-containing products while employed by an employer other than Hopeman.

greater than \$1.00, you must file a motion with the Bankruptcy Court, requesting temporary allowance of such Claim for voting purposes in accordance with Section III(B)(ii) of the Solicitation Procedures. Any vote on behalf of a claimant, who is a natural person, submitted without any designation under Item 2 will be counted as a vote on behalf of a claimant with “Other Asbestos Disease.” Any vote on behalf of a claimant, who is not a natural person, submitted without any designation under Item 2 will be counted as a vote on behalf of a claimant with an Indirect Asbestos PI Claim. Should more than one designation be made, the designation with the highest Claim amount shall be counted.

5. **ITEM 3:** If you voted to reject the Plan, or if you abstained from voting on the Plan, indicate whether you elect **not** to grant the release contained in Section 10.8 of the Plan by checking the box. For more information regarding the Holders’ Release of Hopeman’s Directors and Officers contained in Section 10.8 of the Plan, please refer to the Plan Exculpation, Injunction, and Release Provisions attachment to the Ballot.

6. **ITEM 4:** Print or type the name of the claimant and provide the claimant’s current mailing address.

7. **ITEM 5:** Provide the last four digits of the claimant’s (injured party’s) Social Security number. If you do not so provide, the Ballot will not be counted.

8. **ITEM 6:** Provide the telephone number for the claimant.

9. **ITEM 7:** Item 6 of the Ballot requires you to provide certain certifications. By signing and returning a Ballot, the claimant/Authorized Agent certifies that the claimant, upon information and belief, holds an Asbestos PI Claim in the designated disease category, as described above. If you are completing the Ballot on behalf of another person or entity, indicate your relationship to such person or entity and the capacity in which you are signing. Proof of such capacity is to be provided upon request.

10. **SIGN AND DATE THE BALLOT.** Unsigned documents will not be counted.

11. **RETURN ALL PAGES OF THE BALLOT IN THE PRE-ADDRESSED ENVELOPE.** Ballots transmitted by facsimile or other electronic means, will not be counted. Ballots delivered to the Bankruptcy Court, the Debtor, or any other person other than the Balloting Agent will not be counted.

12. To have your vote counted, the Ballot must be completed, signed, dated, and returned so that it is **actually received** not later than **4:00 p.m. (prevailing Eastern Time), on [●], 2024** (the “**Voting and Release Opt-Out Deadline**”), unless such time is extended by the Debtor, as set forth in the Ballot.

13. This Ballot will not constitute or be deemed a Proof of Claim or an Interest, an assertion of a Claim or an Interest, the Allowance of a Claim or an Interest, or the acceptance or liquidation of any Asbestos PI Claim for purposes of distribution from the Liquidation Trust. None of the information set forth in this Ballot shall constitute an admission by the Debtor as to the extent, validity, or priority of the Claim voted herein, nor shall anything contained herein be binding upon the Debtor or the claimant in any subsequent claims resolution process or other proceeding.

14. If you are an individual and intend for your attorney to vote your Claim, you must return the completed Ballot to your attorney or arrange for your attorney to vote on your behalf well in advance of the Voting and Release Opt-Out Deadline, so that your vote may be included on a Master Ballot before the Voting and Release Opt-Out Deadline.

15. The Ballot may not be used for any purpose other than to transmit a vote on the Plan.

16. **You must vote the full amount of your Class 4 Asbestos PI Claim either to accept/vote in favor of or to reject/vote against the Plan and may not split your vote.** The vote of any holder of an Asbestos PI Claim who attempts partially to reject (vote against) and partially to accept (vote in favor of) the Plan shall not be counted.

17. If you submit more than one Ballot voting the same Asbestos PI Claim prior to the Voting and Release Opt-Out Deadline, then only the last dated timely-filed Ballot shall be counted.

18. The Balloting Agent is authorized in its sole and absolute discretion, but is not obligated, to contact you to cure any defects in the Ballot.

19. This Ballot is for individual holders of Asbestos PI Claims only. If you believe that you have received the wrong Ballot, please contact the Balloting Agent immediately.

20. The Plan will be found to have been accepted by Class 4 if it is accepted by the holders of at least two-thirds (2/3) in amount and more than fifty percent (50%) in number of Asbestos PI Claims in Class 4 voting on the Plan. If an order confirming the Plan is issued by the Bankruptcy Court (or the District Court, as applicable), all holders of Interests in, and any and all holders of Claims against, the Debtor (including those who reject the Plan, abstain from voting on the Plan, or are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

21. **To be counted, it is imperative that you sign and date your Ballot and that you provide the last four digits of the injured party's social security number. A Ballot that does not contain this required information will not be counted.**

22. **Do not include medical records with this Ballot. Medical records cannot be returned by the Balloting Agent.**

23. **If you have any questions regarding this Ballot, or if you did not receive a return envelope with your Ballot, or if you did not receive a copy of the Plan or Disclosure Statement, or if you believe you have received the wrong Ballot, or if you need additional copies of this Ballot or other enclosed materials, please contact the Balloting Agent at (877) 709-4752 (toll free) or +1 (424) 236-7232 (international) or send an inquiry to: <https://www.veritaglobal.net/hopeman/inquiry>.**

**To be counted, this Ballot must be actually received by the Balloting Agent by
4:00 p.m. (prevailing eastern time) on [●], 2024**

EXHIBIT 2C

Form of Master Ballot
Class 4 (Asbestos PI Claims)

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

	:	
In re:	:	Chapter 11
	:	
HOPEMAN BROTHERS, INC.,	:	Case No. 24-32428 (KLP)
	:	
Debtor.	:	
	:	

MASTER BALLOT TO ACCEPT OR REJECT THE DEBTOR’S PLAN

Class 4 (Asbestos PI Claims)

Please read and follow the enclosed instructions carefully before completing this Master Ballot.

To be counted, your Master Ballot must be returned so as to be actually received by the Balloting Agent by [●], 2024, at 4:00 pm (prevailing Eastern Time) (the “Voting and Release Opt-Out Deadline”).

Article X of the Plan contains release, exculpation and injunction provisions. These provisions are included in the Master Ballot. You are advised to review and consider the Plan carefully because your rights might be affected thereunder even if you abstain from voting.

This master ballot (the “Master Ballot”) is provided to you in your capacity as counsel for one or more holders of Asbestos PI Claims (each, a “Holder”) to solicit their votes to accept or reject the *Plan of Liquidation of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as may be amended from time to time, the “Plan”) for Hopeman Brothers, Inc. (the “Debtor”).¹ The Bankruptcy Court for the Eastern District of Virginia (the “Bankruptcy Court”) has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by order entered on [●], 2024 (the “Disclosure Statement Order”). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court.

Please use this Master Ballot to cast votes on behalf of your clients to accept or reject the Plan if (a) such clients are, as of [●], 2024 (the “Voting Record Date”), holders of Asbestos PI Claims against the Debtor and (b) you are authorized under applicable law by each of the holders of

¹ Capitalized terms used in this Ballot or the attached instructions that are not defined herein have the meanings given to them in the Plan.

Asbestos PI Claims listed on the Master Ballot Exhibit for Class 4 (Asbestos PI Claims) attached to this Master Ballot (the “Master Ballot Exhibit”) to vote on behalf of such holders.

The Plan provides for the issuance of injunctions pursuant to sections 105(a) and 363(f) of the Bankruptcy Code. For a description of the causes of action to be enjoined and the identities of the entities that would be subject to the injunction, see Section IV.G of the Disclosure Statement and Article X of the Plan. Article X of the Plan also proposes certain releases and exculpations, pursuant to which certain parties are released from liability or exculpated for a variety of claims.

Your clients’ rights are described in the Disclosure Statement, which was included in the package (the “Solicitation Package”) you are receiving with this Master Ballot (as well as the Plan, Disclosure Statement Order, and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them from (a) Kurtzman Carson Consultants LLC dba Verita Global (the “Balloting Agent”) at no charge by: (i) accessing the Debtor’s restructuring website at <https://www.veritaglobal.net/hopeman>; (ii) writing to Hopeman Ballot Processing Center c/o Kurtzman Carson Consultants LLC d/b/a Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (iii) calling (877) 709-4752 (toll free) or +1 (424) 236-7232 (international); or (iv) send an inquiry to: <https://www.veritaglobal.net/hopeman/inquiry>; or (b) for a fee via PACER on the Bankruptcy Court’s website at www.vaeb.uscourts.gov.

This Master Ballot is to be used by counsel only for voting on behalf of individual Holders of Claims in Class 4 (Asbestos PI Claims). The Plan provides different treatment for different Classes of Claims or Interests. Asbestos PI Claims (as defined in the Plan) are included in Class 4 under the Plan. This treatment also is described in the Disclosure Statement. **If you have any questions on how to complete this Master Ballot properly, please refer to the attached instructions.**

If your Ballot is not received by the Balloting Agent on or before 4:00 p.m., prevailing Eastern Time, on [●], 2024 and such deadline is not extended, your votes will not count as either an acceptance or rejection of the Plan. If the Plan is confirmed by the Bankruptcy Court it will be binding on your clients whether or not you vote.

With respect to any Holder of an Asbestos PI Claim you represent, if you: (i) are unable to certify that you have the authority to vote on the Plan on behalf of such Holder, or (ii) wish such Holder to cast his or her own Ballot on the Plan, you must furnish the Balloting Agent with a list setting forth the name and address for each such Holder within five (5) business days of receiving a copy of this Ballot; provided, that, if such list contains more than twenty (20) such holders, such information must be provided in electronic format by email or secure file transfer, preferably in Microsoft Excel format.

Ballots transmitted by facsimile, or electronic means other than the Balloting Agent’s dedicated email address will not be counted. Ballots delivered to the Bankruptcy Court, the Debtor, or any other person other than the Balloting Agent will not be counted.

If an order confirming the Plan is issued by the Bankruptcy Court, all holders of Claims against, and Interests in, the Debtor (including those who vote to reject the Plan, abstain from

voting on the Plan, or are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

Instructions for completing the Master Ballot follow the Master Ballot. Please read the instructions, the Plan, and Disclosure Statement carefully before completing the Master Ballot.

If an additional Master Ballot is needed, please do not photocopy this Masters Ballot, but rather request an additional Master Ballot from the Balloting Agent.

Please complete the following:

ITEM 1. TABULATION OF VOTES WITH RESPECT TO THE PLAN. Each Holder of an Asbestos PI Claim must vote his or her entire Claim either to accept (vote in favor of) or reject (vote against) the Plan. A Holder of an Asbestos PI Claim may not split his or her vote within a Class. Accordingly, the vote of any Holder of an Asbestos PI Claim who attempts to partially reject and partially accept the Plan shall not be counted. If the Master Ballot is signed and timely sent to the Balloting Agent, but does not designate either acceptance or rejection of the Plan (or indicates both acceptance *and* rejection of the Plan) for any particular Claim, the Master Ballot will not be counted as a vote on the Plan solely with respect to that Claim.

If you cast more than one Master Ballot and vote more than once on account of the same individual Asbestos PI Claim, the latest-dated Master Ballot received before the Voting and Release Opt-Out Deadline will be deemed to reflect the Holder's intent and thus to supersede any prior Master Ballots with respect to such Holder.

The Balloting Agent is authorized in its sole and absolute discretion, but is not obligated, to contact you to cure any defects in the Master Ballot. Only those Master Ballots *actually received* by the Voting and Release Opt-Out Deadline will be tabulated.

For claimants holding a Claim in Class 4 (Asbestos PI Claims) please mark one of the boxes below:

- All Class 4 Asbestos PI Claims listed on the Master Ballot Exhibit **ACCEPT (VOTE IN FAVOR OF)** the Plan.
- All Class 4 Asbestos PI Claims listed on the Master Ballot Exhibit **REJECT (VOTE AGAINST)** the Plan.
- Some of the individuals listed on the Master Ballot Exhibit **ACCEPT (VOTE IN FAVOR OF)** the Plan while other individuals listed on the Master Ballot Exhibit **REJECT (VOTE AGAINST)** the Plan.

[Please proceed to Item 2 on the next page.]

ITEM 2. SUMMARY OF VOTES BY DISEASE CATEGORY. Please summarize the votes of the holders of Asbestos PI Claims for whom you are voting, according to disease category, on the table below.

Disease Category	Number of Votes ACCEPTING/ VOTING IN FAVOR OF Plan	Dollar Amount of Votes ACCEPTING/ VOTING IN FAVOR OF Plan	Number of Votes REJECTING/ VOTING AGAINST Plan	Dollar Amount of Votes REJECTING/ VOTING AGAINST Plan	Number of Elections to Opt-Out of the Holders' Release of Hopeman's Directors and Officers²
Mesothelioma (Level IV)					
Lung Cancer (Level III)					
Other Cancer (Level II)					
Other Asbestos Disease (Level I)					
Total Votes / Total Dollar Amounts					

ITEM 3. EXHIBIT OF INDIVIDUAL HOLDERS OF ASBESTOS PI CLAIMS REPRESENTED BY COUNSEL. Please prepare and complete the Master Ballot Exhibit. The Master Ballot Exhibit shall be prepared as an electronic document in Microsoft Excel or similar format, consistent with the format attached hereto, and be transmitted to the Balloting Agent via email or secure file transfer. An electronic template of the Master Ballot Exhibit is available from the Balloting Agent upon request. The Master Ballot Exhibit must include the following information: (i) the name of the injured party (with first name, last name, middle initial, and suffix listed in separate columns); (ii) the last four digits of the injured party's Social Security number, (iii) date of birth; (iv) date of death, if applicable, (v) disease type; (vi) whether each individual holder of an Asbestos PI Claim had an agreed upon prepetition settlement amount that, for whatever reason, was not paid by the Debtor as of the Petition Date; (vii) whether each individual holder of an Asbestos PI Claim who either voted to reject the Plan or abstained from voting on the Plan elects to not grant the release contained in Section 10.8 of the Plan; and (viii) whether each individual Holder of an Asbestos PI Claim votes to accept/votes in favor of or rejects/votes against the Plan. Any vote on behalf of a Holder of an Asbestos PI

² Only applicable for holders of Asbestos PI Claims who vote to reject the Plan or abstain from voting on the Plan.

Claim submitted without inclusion of the name and the last four digits of a valid Social Security number of such claimant will not be counted.

ITEM 4. CERTIFICATION OF COUNSEL: REQUIRED CERTIFICATIONS REGARDING ASBESTOS PI CLAIMS. No vote for or against the Plan by or on behalf of a Holder of an Asbestos PI Claim shall be counted by the Balloting Agent unless the Master Ballot reflecting such vote is submitted to the Balloting Agent with written certifications, in the form contained on the Master Ballot. By signing this Master Ballot, the undersigned certifies that the following statements are true and correct:

- I have been provided with a copy of the Disclosure Statement (with the Plan attached as an exhibit), this Master Ballot, and the Confirmation Hearing Notice.
- I am authorized under applicable law by each of the holders of the Asbestos PI Claims listed on the Master Ballot Exhibit accompanying this Master Ballot to vote each of their Asbestos PI Claims to accept or reject the Plan, as indicated on the exhibit.
- Each holder identified on the exhibit attached hereto has, on information and belief, an Asbestos PI Claim (as defined in the Plan) against the Debtor.
- On information and belief, no other Ballot or Master Ballot with respect to the Asbestos PI Claims listed on the Master Ballot Exhibit has previously been cast or, to the extent a Ballot or Master Ballot has been previously cast, then any such earlier received Ballot or Master Ballots are hereby revoked.
- The asbestos-related disease attributed to such Asbestos PI Claim is the disease category designated on the Master Ballot Exhibit, based on medical records or similar documentation regarding the person who has or had such disease.
- I acknowledge that all authority conferred or agreed to be conferred pursuant to this Master Ballot, and ever obligation of mine by signing this Master Ballot, shall be binding on each identified holder's applicable 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.
- I acknowledge that an otherwise properly completed, executed, and timely returned Master Ballot failing to indicate either acceptance or rejection of the Plan for each holder listed on the Master Ballot Exhibit, or the same indicates both acceptance and rejection of the Plan, will not be counted.

Print or Type Name of Attorney Completing Ballot

Law Firm

Street Address

City, State and Zip Code

() ()

Telephone Number Facsimile Number

Email Address for Acknowledgement

SIGN AND DATE BELOW:

Please check if applicable:

Signature

Address correction

Date

Address not previously provided

PLAN EXCULPATION, INJUNCTION, AND RELEASE PROVISIONS

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

Defined Terms

“Approved Asbestos Insurance Settlement Agreement” means an Asbestos Insurance Settlement Agreement that has been approved by a Final Order, regardless of whether such Final Order is entered before or after the Confirmation Date or before or after the Effective Date; *provided that* the Confirmation Order shall be considered the Final Order to the extent approval of an Asbestos Insurance Settlement Agreement occurs as part of the Plan confirmation.

“Asbestos Insurance Entity” means any Entity, including any insurance company, broker, or guaranty association, that has issued, or that has any actual or potential liabilities, duties or obligations under or with respect to any Asbestos Insurance Policy.

“Asbestos Insurance Policy” means any insurance policy or portion thereof that provides coverage to Hopeman for Asbestos PI Claims.

“Asbestos Insurance Settlement Agreements” means (a) the Chubb Insurer Settlement Agreement; (b) the Certain Insurer Settlement Agreement; and (c) any other settlement agreement that an Asbestos Insurance Entity enters into with the Debtor.

“Asbestos Protected Party” means each of the following:

- (a) the Debtor;
- (b) any Settling Asbestos Insurance Entity; and
- (c) any current or former Representative of any of the above solely in their capacities as such.

“Certain Insurer Settlement Agreement” means the Settlement Agreement and Release, dated as of July 10, 2024 by and among the Debtor, Continental Casualty Company, Fidelity & Casualty Company, Lexington Insurance Company, Granite State Insurance Company, the Insurance Company of the State of Pennsylvania, National Union fire Insurance Company of Pittsburgh, PA, and General Reinsurance Corporation.

“Chubb Insurer Settlement Agreement” means the Settlement Agreement and Release, dated as of June 27, 2024 between the Debtor, Century Indemnity Company (as successor to CCI Insurance Company, as successor to Insurance Company of North America), and Westchester Fire Insurance Company.

“Debtor” means Hopeman Brothers, Inc. in the Chapter 11 Case and each of its predecessors in interest.

“**Entity**” means any Person or organization created by law, including, without limitation, any individual, company, corporation, limited liability company, partnership, association, joint stock company, joint venture, estate, trust, unincorporated organization, or government or any political subdivision thereof.

“**Exculpated Parties**” means, collectively, (a) the Debtor, (b) any Settling Asbestos Insurance Entity, and (c) any Representative of the foregoing.

“**Person**” means person as defined in section 101(41) of the Bankruptcy Code.

“**Releasing Party**” means collectively: (a) all holders of Claims that vote to accept or are presumed to accept the Plan; (b) all holders of Claims that abstain from voting on the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; (c) all holders of Claims and Interests that vote to reject the Plan or are deemed to reject the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; and (d) with respect to the Debtor and each of the foregoing Entities in clauses (a) through (c), such Entity and its current and former affiliates, and such Entities’ and their current and former affiliates’ current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), interest holders, predecessors, successors, and assigns.

“**Representative**” means, with respect to any specified Entity, any current or former officer, director, employee, agent, attorney, accountant, financial advisor, expert, consultant, or other representative of any specified Entity.

“**Settling Asbestos Insurance Entity**” means any Asbestos Insurance Entity that is a party to an Approved Asbestos Insurance Settlement Agreement.

Section 10.1 Exculpation

None of the Exculpated Parties shall have or incur any liability to any holder of a Claim or Interest, including, without limitation, the Asbestos PI Claims, for any act or omission in connection with, related to, or arising out of: (a) the Chapter 11 Case; (b) pursuit of confirmation of the Plan; (c) consummation of the Plan, or administration of the Plan or the property to be distributed under the Plan or the Trust Distribution Procedures; (d) the Plan; (e) the negotiation, formulation and preparation of the Plan and the Plan Documents; or (f) any of the terms and/or settlements and compromises approved by the Bankruptcy Court or reflected in the Plan and the Plan Documents; except for willful misconduct or gross negligence as determined by a Final Order. In all respects, the Exculpated Parties shall be entitled to rely on the advice of counsel and financial and other experts or professionals employed by them with respect to their duties and responsibilities in the Chapter 11 Case, and such reliance shall conclusively establish the absence of willful misconduct and gross negligence. In addition, any act or omission taken with the approval of the Bankruptcy Court shall be conclusively deemed not to constitute willful misconduct or gross negligence.

Section 10.2 General Injunction

Except as otherwise expressly provided in the Plan or in the Confirmation Order, and except in connection with the enforcement of the terms of the Plan or any documents provided for or contemplated in the Plan, all Entities who have held, hold or may hold Claims against or Interests in the Debtor or the Estate that arose prior to the Effective Date are permanently enjoined from: (i) commencing or continuing in any manner, directly or indirectly, any action or other proceeding of any kind against the Debtor, or any property of the Debtor, with respect to any such Claim or Interest; (ii) the enforcement, attachment, collection or recovery by any manner or means, directly or indirectly, of any judgment, award, decree or order against the Debtor, or any property of the Debtor, with respect to any such Claim or Interest; (iii) creating, perfecting or enforcing, directly or indirectly, any lien or encumbrance of any kind against the Debtor, or any property of the Debtor, with respect to any such Claim or Interest; (iv) effecting, directly or indirectly, any setoff or recoupment of any kind against any obligation due to the Debtor, or any property of the Debtor, with respect to any such Claim or Interest, unless approved by the Bankruptcy Court; and (v) any act, in any manner, in any place whatsoever, that does not conform to or comply with the provisions of this Plan with respect to such Claim or Interest.

Nothing in Section 10.2 of the Plan shall (i) prohibit the Holder of an Asbestos PI Claim from asserting such Claim against the Liquidation Trust, (ii) prohibit the Liquidation Trust from taking any action with respect to any action with respect to any Asbestos Insurance Policies or any Asbestos Insurance Rights, or (iii) prohibit the Holder of a Disputed Claim from litigating its right to seek to have such Disputed Claim declared an Allowed Claim and paid in accordance with the distribution provisions of the Plan, or enjoin or prohibit the enforcement by the Holder of such Disputed Claim of any of the obligations of the Debtor under the Plan.

Section 10.4 Policy Injunction

Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, and to give further effect to the Approved Asbestos Insurance Settlement Agreements, the Confirmation Order shall contain an injunction permanently and forever prohibiting and enjoining the commencement, conduct, or continuation of any Claim (including a Direct Action Asbestos Claim and an Asbestos PI Claim), action or cause of action, whether known or unknown, present or future, the employment of process or any act to collect, recover from, or offset any Claim, known or unknown, present or future, against any Asbestos Protected Party based on, arising from, or attributable to, in any way, an Asbestos Insurance Policy settled pursuant to an Approved Asbestos Insurance Settlement Agreement, including (without limitation) any Claim released in an Approved Asbestos Insurance Settlement Agreement, whether such Asbestos Insurance Settlement Agreement is approved by the Bankruptcy Court pursuant to separate order previously entered or the Confirmation Order³; but such injunction pursuant to section 105(a) of the Bankruptcy Code shall not affect or modify the rights of any person who is insured, by agreement, under the express terms of any policy of insurance, except to the extent such rights were released or enjoined in an order previously entered

³ Except to the extent expressly stated otherwise in the Confirmation Order, the Policy Injunction in the Plan shall supplement but not eliminate any injunctive relief approved by the Bankruptcy Court in a prior Order entered in conjunction with an Approved Asbestos Insurance Settlement Agreement.

by the Bankruptcy Court or the Confirmation Order that approved an Asbestos Insurance Settlement Agreement. For the avoidance of doubt, this Policy Injunction bars any Claim released in an Approved Asbestos Insurance Settlement Agreement, and any Claim otherwise barred or enjoined pursuant to the Confirmation Order or other order entered by the Bankruptcy Court, as to which a person asserts to be an insured on a third-party beneficiary theory or other similar theory or by virtue of having a judgment or Allowed Claim against the Debtor.

The protection of the foregoing injunction includes, but is not limited to, any and all Claims that are based, in whole or in part, on the insurance relationship between the Settling Asbestos Insurance Entity and the Debtor arising from, attributable to, in any way, or under an Asbestos Insurance Policy subject to an Approved Asbestos Insurance Settlement Agreement, whether arising from statute, common law, or otherwise.

Section 10.7 Debtor's Release of Directors and Officers

In addition to the protections afforded to former or current officers and directors of Hopeman as Asbestos Protected Parties, for good and valuable consideration, the Debtor's hereby release and waive any and all Claims or Causes of Action the Debtor holds against based upon, attributable to, or arising from any acts or omissions of such officer or director occurring prior to the Effective Date.

Section 10.8 Holders' Release of Hopeman's Directors and Officers

In addition to the protections afforded to former or current officers and directors of Hopeman as Asbestos Protected Parties, the acceptance of any Distribution by a Releasing Party as it pertains to its Claim against Hopeman, and, with respect to Asbestos PI Claims, the acceptance by a Releasing Party of payment from the Liquidation Trust, will constitute a waiver and release of any and all Causes of Action that such holder, including the Liquidation Trust and any holder of an Asbestos PI Claim, did commence or could have commenced against any former or current officer or director of Hopeman (serving in such capacity) that is based upon, attributable to, or arising from any acts or omissions of such officer or director occurring prior to the Effective Date.

PLEASE COMPLETE, SIGN, AND DATE THIS MASTER BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) *PROMPTLY* VIA FIRST CLASS MAIL (OR THE ENCLOSED REPLY ENVELOPE PROVIDED), OVERNIGHT COURIER, OR HAND DELIVERY TO:

**Hopeman Ballot Processing Center
c/o Kurtzman Carson Consultants LLC d/b/a Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245**

**If you would like to coordinate hand delivery of your Ballot, please submit your request by visiting the Debtor's restructuring website at:
<https://www.veritaglobal.net/hopeman/inquiry> and provide the anticipated date and time of your delivery.**

OR

**Send your Master Ballot to the Balloting Agent's dedicated email address at
hopemanballots@veritaglobal.com.**

The dedicated email address is the sole manner in which Master Ballots will be accepted via electronic or online transmission, and Master Ballots submitted by facsimile, or other means of electronic transmission will not be counted.

If you cast your Master Ballot via the Balloting Agent's dedicated email address, you should NOT also submit a paper Master Ballot.

IF THE BALLOTING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE 10/1 2024, AT 4:00 P.M., (PREVAILING EASTERN TIME), (AND IF THE VOTING AND RELEASE OPT-OUT DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTOR.

**VOTING INSTRUCTIONS FOR COMPLETING
MASTER BALLOT FOR CLASS 4 ASBESTOS PI CLAIMS**

1. This Master Ballot is submitted to you in connection with the solicitation of votes of individual holders of Asbestos PI Claims to accept or reject the Plan. The Disclosure Statement and Plan are being provided to you on the enclosed flash drive unless otherwise requested. Capitalized terms used but not defined in this Master Ballot shall have the meanings given in the Plan. **Please read the Plan and Disclosure Statement carefully before completing the Master Ballot.**

2. This Master Ballot is to be used by counsel of record for individual holders of Asbestos PI Claims who are authorized to vote on behalf of those clients to accept or reject the Plan.

3. To have the votes reflected on the Master Ballot counted, the Master Ballot must be completed, dated, signed, and returned so that it is *actually received* by the Balloting Agent, not later than **4:00 p.m. (prevailing Eastern Time), on [●], 2024** (the “Voting and Release Opt-Out Deadline”), unless such time is extended by the Debtor, as set forth in the Master Ballot

4. Ballots transmitted by facsimile or other electronic means, will not be counted. However, the Balloting Agent may, in its sole discretion, grant any person or entity submitting a Master Ballot permission in writing to submit such Master Ballot by electronic transmission. Ballots delivered to the Bankruptcy Court, the Debtor, or any other person other than the Balloting Agent will not be counted.

5. This Master Ballot will not constitute or be deemed a Proof of Claim or an Interest, an assertion of a Claim or an Interest, the Allowance of a Claim or an Interest, or the acceptance or liquidation of any Asbestos PI Claim for purposes of distribution from the Liquidation Trust. None of the information set forth in this Master Ballot shall constitute an admission by the Debtor as to the extent, validity, or priority of the Claim voted herein, nor shall anything contained herein be binding upon the Debtor or the claimant in any subsequent claims resolution process or other proceeding.

6. The Master Ballot may not be used for any purpose other than to transmit the votes to accept/in favor of or reject/against the Plan.

7. Multiple Master Ballots may be completed and delivered to the Balloting Agent. Votes reflected by multiple Master Ballots will be counted except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the last dated Master Ballot received prior to the Voting and Release Opt-Out Deadline will, to the extent of such inconsistency, govern. If more than one Master Ballot is submitted and the later Master Ballot(s) supplement(s) rather than duplicate(s) earlier Master Ballot(s), please designate the subsequent Master Ballot(s) as “Supplement” and clearly mark which of the votes reflected thereon are additional or changed votes. Notwithstanding the foregoing, if two votes are received for the same claimant, and the votes are filed by different counsel, the claimant’s vote will be counted only once, and only if the votes are consistent. In the event the votes are not consistent, neither vote will be counted.

8. Each holder of an Asbestos PI Claim must vote his or her entire Claim either to accept (vote in favor of) or to reject (vote against) the Plan. A holder of an individual Asbestos PI Claim may not split his or her vote within a Class. Accordingly, any Asbestos PI Claim that purports to partially reject and partially accept the Plan shall not be counted at all as a vote. With respect to each holder of an Asbestos PI Claim that has authorized you to vote his or her Asbestos PI Claim on the Master Ballot, you must clearly designate either acceptance or rejection of the Plan. If this Master Ballot is signed and timely received by the Balloting Agent, but does not designate either acceptance or rejection of the Plan, or both acceptance *and* rejection of the Plan for any particular Claim, it shall not be counted as a vote on the Plan as to that Claim. Furthermore, for purposes of computing the Master Ballot vote, each voting holder of an Asbestos PI Claim shall be deemed to have a single vote in the full amount of the disease category forming the basis for such claimant's asserted Asbestos PI Claim. The Balloting Agent is authorized in its sole and absolute discretion, but is not obligated, to contact you to cure any defects in the Master Ballot. Only those Master Ballots *actually received* by the Voting and Release Opt-Out Deadline will be tabulated.

The Master Ballot and the Master Ballot Exhibit (as described herein) must specify a disease category to the Claim of each claimant, chosen from the categories below. The following are the asbestos disease categories, along with their corresponding amount and medical criteria (as set forth in the Trust Distribution Procedures¹ attached to the Plan) for voting purposes only:

- v. Mesothelioma (Level IV). Requires (1) diagnosis of mesothelioma and (2) Hopeman Exposure².
- vi. Lung Cancer (Level III). Requires (1) diagnosis of asbestos-related lung cancer, and (2) at least six months of Hopeman Exposure.
- vii. Other Cancers (Level II). Requires (1) diagnosis of an asbestos-related colon or colo-rectal, laryngeal, esophageal, pharyngeal, or stomach cancer, and (2) at least six continuous months of Hopeman Exposure.

9. Other Asbestos Disease (Level I). *Requires (1) diagnosis of an asbestos-related nonmalignant disease, and (2) at least six continuous months of Hopeman Exposure.*

10. For purposes of voting on the Plan, each Asbestos PI Claim shall be counted in the amount set forth above that corresponds to the disease category for each such Asbestos PI Claim,

¹ Capitalized terms used in this Paragraph 3 but otherwise defined herein shall have the meanings ascribed to them in the Trust Distribution Procedures.

² As defined in the Trust Distribution Procedures, "Hopeman Exposure" exists when a Claimant has (i) evidence of exposure to asbestos or asbestos-containing products manufactured, sold, supplied, produced, distributed, released, installed, advertised or marketed by the Debtor, or exposure to an operation or other activity involving asbestos-containing products for which the Debtor may have liability on certain ships and/or at certain shipyards during the relevant time periods when Hopeman was present; and (ii) worked in a trade which generally had exposure to Hopeman asbestos or asbestos-containing products or to operations or activities involving asbestos-containing products while employed by an employer other than Hopeman.

which is solely for voting purposes and does not constitute an allowance or liquidation of such Asbestos PI Claim for purposes of distribution from the Asbestos Claims Liquidation Trust.

11. You will be required to certify that the disease category set forth on the Master Ballot is supported by medical records or similar documentation. If no disease category applies because the nature of a claimant's Asbestos PI Claim either was (i) asserted as of the Petition Date but remained unliquidated, contingent and disputed as of the Petition Date; or (ii) identified in connection with a submitted Class 4 Intake Form for Voting Purposes Only, then the Claim shall be assigned a value of \$1.00, which is solely for voting purposes and does not constitute an allowance or liquidation of such Asbestos PI Claim for purposes of distribution from the Asbestos Claims Liquidation Trust. If you wish to vote such Claim in an amount greater than \$1.00, you must file a motion with the Bankruptcy Court, requesting temporary Allowance of such Claim for voting purposes in accordance with Section III(B)(2) of the Solicitation Procedures. Any vote on behalf of a claimant, who is a natural person, submitted without any designation under Item 2 will be counted as a vote on behalf of a claimant with "Other Asbestos Disease." Any vote on behalf of a claimant, who is not a natural person, submitted without any designation under Item 2 will be counted as a vote on behalf of a claimant with an Indirect Asbestos PI Claim. Should more than one designation be made, the designation with the highest claim amount shall be counted.

12. Completion of this Master Ballot requires that you compile a Master Ballot Exhibit (in the format attached hereto), certifying a list of the clients represented by you who have Asbestos PI Claims.

ITEM 1

13. Item 1 of the Master Ballot requires you to indicate which of your clients, as the holders of an Asbestos PI Claim listed on the Master Ballot Exhibit (the "Voting Clients"), accept (vote in favor of) the Plan and which of your clients listed on the Master Ballot Exhibit reject (vote against) the Plan. If all of your Voting Clients listed have authorized you to accept the Plan, you may check the box indicating the same. If all of your clients listed have authorized you to reject the Plan, you may check the box indicating the same. If some of your clients listed have authorized you to accept the Plan, while others have authorized you to reject the Plan, please check the box indicating the same.

ITEM 2

14. Item 2 of the Master Ballot also requires you to complete a summary of the votes to accept/in favor of or reject/against the Plan by disease category and number of voters, as well as indicate the summary of holders of Asbestos PI Claims who (i) either voted to reject the Plan or abstained from voting on the Plan; and (ii) elects to opt-out of the Holders' Release of Hopeman's Directors and Officers as contained in Section 10.8 of the Plan. To complete Item 2, first prepare the Master Ballot Exhibit, taking care to specify for each of your clients whether such client accepts/votes in favor of or rejects/votes against the Plan. Use the table in Item 2 to summarize these totals for each disease category.

ITEM 3

15. Item 3 of the Master Ballot requires you to attach a Master Ballot Exhibit to the Master Ballot, listing each holder of an Asbestos PI Claim that you represent. The Master Ballot Exhibit, the format of which is attached hereto, must clearly identify your law firm on each page and list in separate columns the following information for each holder of an Asbestos PI Claim on whose behalf you are voting: (i) the name of the injured party (with first name, last name, middle initial, and suffix listed in separate columns); (ii) the last four digits of the injured party's Social Security number; (iii) date of birth; (iv) date of death, if applicable; (v) disease type; (vi) an address for service of notices (which can be the address of the law firm representing the holder); and (vii) whether each individual holder of an Asbestos PI Claim votes to accept/in favor of or reject/against the Plan. Any vote on behalf of a holder of an Asbestos PI Claim submitted without inclusion of the name and the last four digits of a valid social security number of such claimant will not be counted. You must state the total number of acceptances and total number of rejections by the holders of Asbestos PI Claims that you represent, as reflected in the Master Ballot Exhibit.

16. If you are returning the Master Ballot via first class mail, overnight courier, or hand delivery, the Master Ballot Exhibit must be submitted on a flash drive in Microsoft Excel or similar format, and enclosed with the Master Ballot.

17. If you are submitting the Master Ballot via the dedicated email address (hopemanballots@veritaglobal.com), the Master Ballot Exhibit must be submitted in electronic format pursuant to the Solicitation Procedures instructions enclosed.

ITEM 4

18. Item 4 requires that you make certain certifications as a prerequisite to the submission of votes on behalf of voting clients. Please ensure that you have read and understood the certifications prior to signing the Master Ballot, and that the certification is correct for each Asbestos PI Claim voted on the Master Ballot.

19. Please sign and date your Master Ballot.

20. Provide your name, mailing address, and telephone number.

21. Contact the Balloting Agent if you need any additional information.

22. The Plan will be found to have been accepted by Class 4 if it is accepted by the holders of at least two-thirds (2/3) in amount and more than fifty percent (50%) in number of Asbestos PI Claims in Class 4 voting on the Plan. If the Bankruptcy Court confirms the Plan, all holders of Interests in, and any and all holders of Claims against, the Debtor (including those who rejected the Plan, abstained from voting on the Plan, or were not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

23. Nothing contained herein or in the enclosed documents shall constitute authority for you or any other person to act as the agent of the Debtor or the Balloting Agent, or authorize you or any other person to use any document or make any statements on behalf of the Debtor or

the Balloting Agent with respect to the Plan, except for the statements contained in the enclosed documents.

24. Except as provided herein, Master Ballots transmitted by facsimile or other electronic means, shall not be counted.

25. Do not include medical records with this Master Ballot. Medical records cannot be returned by the Balloting Agent.

26. If you have any questions regarding this Master Ballot, or if you did not receive a return envelope with your Master Ballot, or if you did not receive a copy of the Plan or Disclosure Statement, or if you believe you have received the wrong Master Ballot, or if you need additional copies of this Master Ballot or other enclosed materials, please contact the Balloting Agent at (877) 709-4752 (toll free) or +1 (424) 236-7232 (international) or by submitting an inquiry here: <https://www.veritaglobal.net/hopeman/inquiry>.

**To be counted, this ballot must be actually received by the Balloting Agent by
4:00 p.m. (prevailing eastern time) on [●], 2024**

MASTER BALLOT EXHIBIT FOR CLASS 4 (ASBESTOS PI CLAIMS)

All holders of Asbestos PI Claims represented by: _____
 Plaintiff's Law Firm

Last Name (Injured Party)	First Name	M.I.	Suffix	Soc. Sec. No. (Last 4 Digits)	Date of Birth	Date of Death (if applicable)	Disease category	Settled Disease Amount as of Petition Date (if Applicable) ¹	Accept/Vote in Favor or Reject/Vote Against	Elects to Opt-Out of Holders' Release of Hopeman's Directors and Officers? ²
									<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject	
									<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject	
									<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject	
									<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject	
									<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject	
									<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject	
									<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject	
									<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject	
									<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject	
									<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject	
									<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject	

Total Acceptances/Votes in Favor by Disease Category Amount and Number:

Total Rejections/Votes Against by Disease Category Amount and Number:

¹ To the extent any prepetition settled amount exceeds the scheduled value established for the applicable Disease Level set forth below (as reflected in the Trust Distribution Procedures annexed to the Plan as Exhibit B), in which case such Liquidated Class 4 Claim will be capped for voting purposes at the scheduled value for the applicable Disease Level as set forth in the Solicitation Procedures.

² Only applicable to holders of Asbestos PI Claims who vote to reject the Plan or abstain from voting on the Plan.

EXHIBIT 3

Class 4 Intake Form

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

In re: : Chapter 11
: :
HOPEMAN BROTHERS, INC., : Case No. 24-32428 (KLP)
: :
Debtor. :
: :

CLASS 4 INTAKE FORM FOR VOTING PURPOSES ONLY

Please note that this Class 4 Intake Form for Voting Purposes Only (the “Class 4 Intake Form”) is only intended for parties who (i) believe they hold an asbestos-related personal injury claims against the Debtor (an “Asbestos PI Claim”) but did not assert such Claim prior to the Petition Date; and (ii) wish to vote to accept or reject the Plan. Upon timely submission of this Class 4 Intake Form to the Balloting Agent as provided below, your Class 4 Claim will be temporarily allowed, for voting purposes only, in the amount of \$1.00.

Please provide a complete answer to each of the questions below and return your Class 4 Intake Form to the Balloting Agent via the dedicated email address – hopemanballots@veritaglobal.com by no later than _____, 2024 at 4:00 p.m. (prevailing Eastern Time).

Name (or, if applicable, family member’s name): _____

Address: _____

Date of Birth: _____

Last Four (4) Digits of Your SSN #: _____

Describe your work history, including the ships or ship sites on which claimant (or claimant’s relative) was exposed to Hopeman asbestos-containing products: _____

Provide the total duration of time for which you (or claimant’s family member) were exposed to Hopeman asbestos-containing products: _____

[continued on next page]

Please select which disease level you believe your Asbestos PI Claim belongs:

Mesothelioma

Lung Cancer (diagnosis of asbestos-related lung cancer)

Other Cancer (diagnosis of an asbestos-related colon or colo-rectal, laryngeal, esophageal, pharyngeal, or stomach cancer)

Asbestosis (diagnosis of an asbestos-related nonmalignant disease)

Other information regarding your Asbestos PI Claim you wish to provide: _____

EXHIBIT 4

Notice of Non-Voting Status

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

In re:	:	Chapter 11
	:	
HOPEMAN BROTHERS, INC.,	:	Case No. 24-32428 (KLP)
	:	
Debtor.	:	
	:	

NOTICE OF NON-VOTING STATUS TO HOLDERS OF CLAIMS AND INTERESTS IN NON-VOTING CLASSES

YOU ARE RECEIVING THIS NOTICE BECAUSE YOUR RIGHTS MAY BE AFFECTED BY THE PLAN. THEREFORE, YOU SHOULD READ THIS NOTICE CAREFULLY AND DISCUSS IT WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.

PLEASE TAKE NOTICE THAT, on [●], 2024, Hopeman Brothers, Inc. (the “Debtor”) filed the *Plan of Liquidation of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as may be modified from time to time, the “Plan”) and the *Disclosure Statement with Respect to the Plan of Liquidation of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as may be modified from time to time, the “Disclosure Statement”).

On [●], 2024, the Court entered an order [Docket No. [●]] (the “Disclosure Statement Order”)¹ (a) approving the Disclosure Statement as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code, (b) approving the Solicitation Procedures, (c) approving the solicitation materials and notices to be distributed in connection with the solicitation of the Plan, and (d) authorizing the Debtor to solicit votes on the Plan, among other things.

You are receiving this notice because you are or may be a Holder of a Claim against or Interest in the Debtor that is not entitled to vote on the Plan.

The hearing at which the Court will consider confirmation of the Plan (the “Confirmation Hearing”) will be held on [●], 2024 at [●] a.m./p.m. (prevailing Eastern Time) before the Honorable Keith L. Phillips in the United States Bankruptcy Court for the Eastern District of Virginia, 701 East Broad Street, Courtroom 5100, Richmond, Virginia 23219-1888. The Confirmation Hearing may be continued or adjourned from time to time by the Court or the Debtor

¹ Capitalized terms used but no defined herein have the meanings given to them in the Plan, Disclosure Statement, or Disclosure Statement order, as applicable.

without further notice other than as may be announced in open court or by notice filed on the docket in this chapter 11 case.

Confirmation Objection Deadline. The deadline for filing objections to confirmation of the Plan is [●], 2024, at 4:00 p.m. (prevailing Eastern Time) (the “Confirmation Objection Deadline”). All objections to confirmation of the Plan **must** (a) be in writing, (b) set forth in detail the name and address of any party filing the objection, the grounds for the objection, any relevant and admissible evidence in support of the objection, and the amount of the objector’s claim(s) or such other grounds that give the objector standing to assert the objection, (c) conform to the Bankruptcy Rules and the Bankruptcy Local Rules, (d) be filed with the Court, and (e) served in accordance with the Bankruptcy Rules and Bankruptcy Local Rules upon the Notice Parties (defined below) so as to be actually received on or before the Confirmation Objection Deadline. ***Any objection not properly and timely filed shall be deemed to be waived and to be consent to the entry of an order confirming the Plan.***

Objections to confirmation of the Plan must be served on the following parties (the “Notice Parties”):

- a. Counsel to the Debtor: Hunton Andrews Kurth LLP, (i) Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, VA 23219 (Attn: Tyler P. Brown (tpbrown@HuntonAK.com) and Henry P. (Toby) Long, III (hlong@HuntonAK.com)) and (ii) 600 Travis Street, Suite 4200, Houston, TX 77002 (Attn: Joseph P. Rovira (josephrovira@HuntonAK.com) and Catherine A. Rankin (crankin@HuntonAK.com).
- b. Office of the United States Trustee for the Eastern District of Virginia: 701 East Broad Street, Suite 4304, Richmond, VA 23219 (Attn: [●]).

Release, Exculpation, and Injunction. Please be advised that Article X of the Plan contains the following release, exculpation, and injunction Provisions:

Section 10.1, Exculpation. *None of the Exculpated Parties shall have or incur any liability to any holder of a Claim or Interest, including, without limitation, the Asbestos PI Claims, for any act or omission in connection with, related to, or arising out of: (a) the Chapter 11 Case; (b) pursuit of confirmation of the Plan; (c) consummation of the Plan, or administration of the Plan or the property to be distributed under the Plan or the Trust Distribution Procedures; (d) the Plan; (e) the negotiation, formulation and preparation of the Plan and the Plan Documents; or (f) any of the terms and/or settlements and compromises reflected in the Plan and the Plan Documents; except for willful misconduct or gross negligence as determined by a Final Order. In all respects, the Exculpated Parties shall be entitled to rely on the advice of counsel and financial and other experts or professionals employed by them with respect to their duties and responsibilities in the Chapter 11 Case, and such reliance shall conclusively establish the absence of willful misconduct and gross negligence. In addition, any act or omission taken with the approval of the Bankruptcy Court shall be conclusively deemed not to constitute willful misconduct or gross negligence.*

Section 10.2, General Injunction. *Except as otherwise expressly provided in this Plan or in the Confirmation Order, and except in connection with the enforcement of the terms of this Plan or any documents provided for or contemplated in this Plan, all Entities who have held, hold or may hold Claims against or Interests in the Debtor or the Estate that arose prior to the Effective Date are permanently enjoined from: (i) commencing or continuing in any manner, directly or indirectly, any action or other proceeding of any kind against the Debtor, or any property of the Debtor, with respect to any such Claim or Interest; (ii) the enforcement, attachment, collection or recovery by any manner or means, directly or indirectly, of any judgment, award, decree or order against the Debtor, or any property of the Debtor, with respect to any such Claim or Interest; (iii) creating, perfecting or enforcing, directly or indirectly, any lien or encumbrance of any kind against the Debtor, or any property of the Debtor, with respect to any such Claim or Interest; (iv) effecting, directly or indirectly, any setoff or recoupment of any kind against any obligation due to the Debtor, or any property of the Debtor, with respect to any such Claim or Interest, unless approved by the Bankruptcy Court; and (v) any act, in any manner, in any place whatsoever, that does not conform to or comply with the provisions of this Plan with respect to such Claim or Interest.*

Nothing in this Section 10.2 shall (i) prohibit the Holder of an Asbestos PI Claim from asserting such Claim against the Liquidation Trust, (ii) prohibit the Liquidation Trust from taking any action with respect to any action with respect to any Asbestos Insurance Policies or any Asbestos Insurance Rights, or (iii) prohibit the Holder of a Disputed Claim from litigating its right to seek to have such Disputed Claim declared an Allowed Claim and paid in accordance with the distribution provisions of this Plan, or enjoin or prohibit the enforcement by the Holder of such Disputed Claim of any of the obligations of the Debtor under this Plan.

Section 10.4, Policy Injunction. *Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, and to give further effect to the Approved Asbestos Insurance Settlement Agreements, the Confirmation Order shall contain an injunction permanently and forever prohibiting and enjoining the commencement, conduct, or continuation of any Claim (including a Direct Action Asbestos Claim and an Asbestos PI Claim), action or cause of action, whether known or unknown, present or future, the employment of process or any act to collect, recover from, or offset any Claim, known or unknown, present or future, against any Asbestos Protected Party based on, arising from, or attributable to, in any way, an Asbestos Insurance Policy settled pursuant to an Approved Asbestos Insurance Settlement Agreement, including (without limitation) any Claim released in an Approved Asbestos Insurance Settlement Agreement, whether such Asbestos Insurance Settlement Agreement is approved by the Bankruptcy Court pursuant to separate order previously entered or the Confirmation Order²; but such injunction pursuant to section 105(a) of the Bankruptcy Code shall not affect or modify the rights of any person who is insured, by agreement, under the express terms of any policy of insurance, except to the extent such rights were released or enjoined in an order previously entered by the Bankruptcy Court or the Confirmation Order that approved an Asbestos Insurance Settlement Agreement. For the avoidance of doubt, this Policy Injunction bars any Claim released in an Approved Asbestos Insurance Settlement Agreement, and any Claim otherwise barred or*

² Except to the extent expressly stated otherwise in the Confirmation Order, the Policy Injunction in the Plan shall supplement but not eliminate any injunctive relief approved by the Bankruptcy Court in a prior Order entered in conjunction with an Approved Asbestos Insurance Settlement Agreement.

enjoined pursuant to the Confirmation Order or other order entered by the Bankruptcy Court, as to which a person asserts to be an insured on a third-party beneficiary theory or other similar theory or by virtue of having a judgment or Allowed Claim against the Debtor.

The protection of the foregoing injunction includes, but is not limited to, any and all Claims that are based, in whole or in part, on the insurance relationship between the Settling Asbestos Insurance Entity and the Debtor arising from, attributable to, in any way, or under an Asbestos Insurance Policy subject to an Approved Asbestos Insurance Settlement Agreement, whether arising from statute, common law, or otherwise.

Section 10.7, Debtor's Release of Directors and Officers. *In addition to the protections afforded to former or current officers and directors of Hopeman as Asbestos Protected Parties, for good and valuable consideration, the Debtor's hereby release and waive any and all Claims or Causes of Action the Debtor holds against based upon, attributable to, or arising from any acts or omissions of such officer or director occurring prior to the Effective Date.*

Section 10.8, Holders' Release of Hopeman's Directors and Officers. *In addition to the protections afforded to former or current officers and directors of Hopeman as Asbestos Protected Parties, the acceptance of any Distribution by a Releasing Party as it pertains to its Claim against Hopeman, and, with respect to Asbestos PI Claims, the acceptance by a Releasing Party of payment from the Liquidation Trust, will constitute a waiver and release of any and all Causes of Action that such holder, including the Liquidation Trust and any holder of an Asbestos PI Claim, did commence or could have commenced against any former or current officer or director of Hopeman (serving in such capacity) that is based upon, attributable to, or arising from any acts or omissions of such officer or director occurring prior to the Effective Date.*

HOW TO OBTAIN ADDITIONAL INFORMATION

If you would like to receive copies of the Plan, Disclosure Statement, or any other pleading filed in this chapter 11 case free of charge, or if you have any questions, you may contact the Balloting Agent by: (i) accessing the Debtor's restructuring website at <https://www.veritaglobal.net/hopeman/>; (ii) writing to Hopeman Brothers, Inc. c/o Kurtzman Carson Consultants LLC d/b/a Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (iii) calling (877) 709-4752 (toll free) or +1(424) 236-7232 (international); or (iv) submit an inquiry here: <https://www.veritaglobal.net/hopeman/inquiry>. You may also access any pleadings filed in this chapter 11 case for a fee via PACER on the Bankruptcy Court's website at www.vaeb.uscourts.gov.

Please note that the Balloting Agent cannot provide you with legal or financial advice. You are strongly encouraged to review the terms of the Disclosure Statement and the Plan and to consult with your legal and financial advisors regarding your rights.

Dated: [●], 2024
Richmond, Virginia

/s/ [DRAFT]

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Proposed Counsel for the Debtor and Debtor in Possession

EXHIBIT 5

Confirmation Hearing Notice

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

In re:	:	Chapter 11
	:	
HOPEMAN BROTHERS, INC.,	:	Case No. 24-32428 (KLP)
	:	
Debtor.	:	
	:	

**NOTICE OF HEARING TO CONSIDER
CONFIRMATION OF PLAN OF LIQUIDATION**

YOU ARE RECEIVING THIS NOTICE BECAUSE YOUR RIGHTS MAY BE AFFECTED BY THE PLAN. THEREFORE, YOU SHOULD READ THIS NOTICE CAREFULLY AND DISCUSS IT WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.

PLEASE TAKE NOTICE THAT on [●], 2024, Hopeman Brothers, Inc. (the “Debtor”) filed the *Plan of Liquidation of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as may be modified from time to time, the “Plan”) and the *Disclosure Statement with Respect to the Plan of Liquidation of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as may be modified from time to time, the “Disclosure Statement”).

On [●], 2024, the Court entered an order [Docket No. [●]] (the “Disclosure Statement Order”)¹ (a) approving the Disclosure Statement as containing “adequate information” under section 1125 of the Bankruptcy Code, (b) approving the Solicitation Procedures, (c) approving the solicitation materials and notices to be distributed in connection with the solicitation of the Plan, and (d) authorizing the Debtor to solicit votes on the Plan, among other things.

The hearing at which the Court will consider confirmation of the Plan (the “Confirmation Hearing”) will be held on [●], 2024 at [●] a.m./p.m. (prevailing Eastern Time) before the Honorable Keith L. Phillips in the United States Bankruptcy Court for the Eastern District of Virginia, 701 East Broad Street, Courtroom 5100, Richmond, Virginia 23219-1888. The Confirmation Hearing may be continued or adjourned from time to time by the Court or the Debtor without further notice other than as may be announced in open court or by notice filed on the docket in this chapter 11 case.

¹ Capitalized terms used but no defined herein have the meanings given to them in the Plan, Disclosure Statement, or Disclosure Statement Order, as applicable.

INFORMATION REGARDING VOTING ON THE PLAN

Voting Record Date. The Voting Record Date is [●], 2024. All holders of Claims in Classes 3 and 4 as of the Voting Record Date are entitled to vote to accept or reject the Plan.

Voting and Release Opt-Out Deadline. The deadline for submitting votes to accept or reject the Plan is [●], 2024, at 4:00 p.m. (prevailing Eastern Time). If you received a Solicitation Package with a Ballot or Master Ballot and intend to vote on the Plan, you **must** (a) follow the instructions in your Ballot or Master Ballot carefully; (b) complete all the required information on the Ballot or Master Ballot; and (c) execute and return you Ballot or Master Ballot so that it is **actually received** by the Debtor’s claims, noticing, and administrative agent, Kurtzman Carson Consulting LLC d/b/a Verita Global (the “Balloting Agent”), on or before the Voting and Release Opt-Out Deadline. ***If you return your Ballot or Master Ballot after the Voting and Release Opt-Out Deadline or fail to follow the instructions included with your Ballot or Master Ballot, your vote may not be counted.***

INFORMATION REGARDING OBJECTING TO THE PLAN

Article X of the Plan contains release, exculpation, and injunction provisions. For a description of the causes of action to be enjoined and the identities of the entities that would be subject to the injunctions, please see Article IV.G of the Disclosure Statement and Article X of the Plan. You are advised to review and consider the Plan carefully because your rights might be affected thereunder even if you abstain from voting.

Confirmation Objection Deadline. The deadline for filing objections to confirmation of the Plan is [●], 2024, at 4:00 p.m. (prevailing Eastern Time) (the “Confirmation Objection Deadline”). All objections to confirmation of the Plan **must** (a) be in writing, (b) set forth in detail the name and address of any party filing the objection, the grounds for the objection, any relevant and admissible evidence in support of the objection, and the amount of the objector’s claim(s) or such other grounds that give the objector standing to assert the objection, (c) conform to the Bankruptcy Rules and the Bankruptcy Local Rules, (d) be filed with the Court, and (e) served in accordance with the Bankruptcy Rules and Bankruptcy Local Rules upon the Notice Parties (defined below) so as to be actually received on or before the Confirmation Objection Deadline. ***Any objection not properly and timely filed shall be deemed to be waived and to be consent to the entry of an order confirming the Plan and approving the Insurance Settlements, as applicable.***

Objections to confirmation of the Plan must be served on the following parties (the “Notice Parties”):

- a. Counsel to the Debtor: Hunton Andrews Kurth LLP, (i) Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, VA 23219 (Attn: Tyler P. Brown (tpbrown@HuntonAK.com) and Henry P. (Toby) Long, III (hlong@HuntonAK.com)) and (ii) 600 Travis Street, Suite 4200, Houston, TX 77002 (Attn: Joseph P. Rovira (josephrovira@HuntonAK.com) and Catherine A. Rankin (crankin@HuntonAK.com)).

- b. Office of the United States Trustee for the Eastern District of Virginia: 701 East Broad Street, Suite 4304, Richmond, VA 23219 (Attn: Kathryn R. Montgomery (kathryn.montgomery@usdoj.gov)).

IMPORTANT INFORMATION REGARDING ASBESTOS CLAIMS

Proof of an Asbestos PI Claim does not have to be filed with the Bankruptcy Court at this time. The Bankruptcy Court has established special procedures for holders of Asbestos PI Claims to vote on the Plan. Lawyers for holders of Asbestos PI Claims may vote on the Plan on behalf of their clients if the lawyers are authorized to do so. If you are unsure whether your lawyer is authorized to vote on your behalf, please contact your lawyer.

If you (i) believe you hold an Asbestos PI Claim but did not assert such Claim against the Debtor prior to the Petition Date; and (ii) wish to vote to accept or reject the Plan, you may obtain a copy of the Class 4 Intake Form by either downloading the form directly by visiting the Debtor's case website maintained by the Balloting Agent: <https://www.veritaglobal.net/hopeman>, or by submitting an inquiry to the Balloting Agent through the following webpage link: <https://www.veritaglobal.net/hopeman/inquiry>. Claimants who timely submit a completed Class 4 Intake Form to the Balloting Agent via the following e-mail address: hopemanballots@veritaglobal.com by no later than **●**, **2024 at 4:00 p.m. (prevailing Eastern Time)** shall each be deemed holders of Class 4 Claims and each such Claim will be temporarily allowed, for voting purposes only, in the amount of \$1.00 per claimant, unless the Claim is the subject of an objection.

HOW TO OBTAIN ADDITIONAL INFORMATION

If you received Solicitation Package materials in electronic format and desire paper copies, if you need to obtain additional Solicitation Packages, or if you have any questions, you may contact the Balloting Agent by: (i) accessing the Debtor's restructuring website at <https://www.veritaglobal.net/hopeman>; (ii) writing to Hopeman Brothers, Inc. c/o Kurtzman Carson Consultants LLC d/b/a Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (iii) calling (877) 709-4752 (toll free) or +1 (424) 236-7232 (international); or (iv) submit an inquiry here: <https://www.veritaglobal.net/hopeman/inquiry>. You may also access any pleadings filed in this chapter 11 case for a fee via PACER on the Bankruptcy Court's website at www.vaeb.uscourts.gov.

Please note that the Balloting Agent cannot provide you with legal or financial advice. You are strongly encouraged to review the terms of the Disclosure Statement and the Plan and to consult with your legal and financial advisors regarding your rights.

Dated: [●], 2024
Richmond, Virginia

/s/ [DRAFT]

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Proposed Counsel for the Debtor and Debtor in Possession