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

In re:	Chapter 11
PLENTY UNLIMITED TEXAS LLC, *et al.*,[1]	Case No. 25-90105 (CML)
Debtors.	(Jointly Administered)

NOTICE OF FILING OF THE RIGHTS OFFERING PROCEDURES AND SUBSCRIPTION FORM

PLEASE TAKE NOTICE THAT on March 23, 2025, the above-captioned debtors and debtors in possession (collectively, the "Debtors")[2] filed the *Debtors' Emergency Motion for Entry an Order (I) Scheduling a Combined Disclosure Statement Approval and Plan Confirmation Hearing; (II) Conditionally Approving the Disclosure Statement, (III) Establishing a Plan and Disclosure Statement Objection Deadline and Related Procedures; (IV) Approving the Solicitation Procedures; (V) Approving the Combined Notice; (VI) Establishing Procedures for the Assumption and Rejection of Executory Contracts and Unexpired Leases; (VII) Approving the Rights Offering Procedures and Related Materials; and (VI) Granting Related Relief* (the "Motion") [Docket No. 30], which sought, among other things, approval of the Rights Offering, including the Rights Offering Procedures and forms in connection therewith.

PLEASE TAKE FURTHER NOTICE THAT on March 24, 2025, the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") entered an order

[1] The Debtors in these chapter 11 cases, together with the last four digits of each of the Debtors' federal tax identification numbers, are: Plenty Unlimited Texas LLC (3500); Plenty Unlimited Inc. (0916); MJNN LLC (N/A); White Farms LLC (N/A); Blue Gardens LLC (8487); Bright Agrotech, Inc. (4106); and P F2 VA LLC (9633). The Debtors' service address is 1461 Commerce Drive, Laramie, WY 82070.

[2] Capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Motion or the Scheduling Order, as applicable.

[Docket No. 56] and as modified on April 1, 2025 [Docket No. 123] (the "Scheduling Order"), which, among other things, established certain dates relating to the Rights Offering, including April 7, 2025 as the deadline for the Debtors to file the Rights Offering Procedures.

PLEASE TAKE FURTHER NOTICE THAT, in accordance with the Scheduling Order, the Debtors hereby file a proposed order approving the Rights Offering (the "Proposed Order"), which includes the Rights Offering Procedures, substantially in the form attached thereto as **Exhibit A** and the Subscription Form (as defined in the Proposed Order), substantially in the form attached thereto as **Exhibit B**.

PLEASE TAKE FURTHER NOTICE THAT, in accordance with the Scheduling Order, any objections to the Rights Offering must be filed by **April 10, 2025 at 4:00 p.m. (CST)** (the "Objection Deadline").

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider approval of the Rights Offering (the "Rights Offering Hearing") is set for **April 15, 2025, at 1:00 p.m.** (prevailing Central Time), before the Honorable Christopher M. Lopez, in the United States Bankruptcy Court for the Southern District of Texas, located at 515 Rusk Street, Courtroom 401, Houston, Texas, 77002.

PLEASE TAKE FURTHER NOTICE THAT that you may participate at the hearing either in person or by an audio or video connection. Audio communication will be by use of the Court's dial-in facility. You may access the facility at **(832) 917-1510**. Once connected, you will be asked to enter the conference room number. Judge Lopez's conference room number is **590153**. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Lopez's home page. The meeting code is "**JudgeLopez**". Click the settings icon in the upper right corner and enter your name under the personal information setting. Please be advised that the Rights Offering Hearing may be continued from time to time by the Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Court and served on other parties entitled to notice.

[*Remainder of page intentionally left blank.*]

Dated: April 7, 2025
Houston, Texas

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

In re:	Chapter 11
PLENTY UNLIMITED TEXAS LLC, *et al.*[1]	Case No. 25-90105 (CML)
Debtors.	(Jointly Administered)

ORDER (I) APPROVING THE RIGHTS OFFERING PROCEDURES AND RELATED MATERIALS, (II) SCHEDULING CERTAIN DATES RELATED THERETO, AND (III) GRANTING RELATED RELIEF

(Related to Docket No. 30)

Upon consideration of the motion ("Motion")[2] of Plenty Unlimited Texas LLC, and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (this "Order") (a) approving the Rights Offering Procedures and Subscription Form; (b) scheduling certain dates and deadlines related thereto, and (c) granting related relief, each as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and the Court being able to issue a final order consistent with Article III of the United States Constitution; and venue of this proceeding being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and appropriate notice of and opportunity for a hearing on the Motion having been given; and the relief requested in the Motion being in the best interests of the Debtors' estates, their creditors and other parties in interest; and the Court having determined that the legal and factual

[1] The Debtors in these chapter 11 cases, together with the last four digits of each of the Debtors' federal tax identification numbers, are: Plenty Unlimited Texas LLC (3500); Plenty Unlimited Inc. (0916); MJNN LLC (N/A); White Farms LLC (N/A); Blue Gardens LLC (8487); Bright Agrotech, Inc. (4106); and P F2 VA LLC (9633). The Debtors' service address is 1461 Commerce Drive, Laramie, WY 82070.

[2] Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Motion or Rights Offering Procedures, as applicable.

bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Rights Offering Procedures, substantially in the form attached hereto as **Exhibit A**, are approved.

2. The subscription form for all Eligible Holders participating in the Rights Offering (the "Subscription Form"), substantially in the form attached hereto as **Exhibit B**, is approved.

3. All Subscription Forms must be properly executed, completed, and returned so that they are actually received by the Rights Offering Subscription Agent by no later than the Rights Offering Expiration Time on May 14, 2025 at 11:59 p.m. (prevailing Central Time). The Debtors are authorized to extend the Rights Offering Expiration Time in consultation with the Plan Sponsors in accordance with the terms of the Rights Offering Procedures.

4. The Debtors may modify the Rights Offering Procedures (including with respect to the Rights Offering Amount or Minimum Participation Amount), or adopt additional procedures consistent with the Rights Offering Procedures, in each case, with the approval of the Plan Sponsors and without the need for further approval of the Bankruptcy Court, to effectuate the Rights Offering and to issue the Rights Offering Securities. Within one (1) Business Day of any material modification or adoption, the Debtors shall provide prompt notice of the material of the modification or adoption to the Rights Offering Procedures by: (i) posting a notice (the "Modification Notice") specifying the material terms of any material modification or amendment on the Rights Offering Subscription Agent's website at https://cases.stretto.com/PlentyUnlimited or by providing such notice to each Eligible Holder (in accordance with standard noticing procedures); and (ii) filing a copy of the Modification Notice on the docket of the Debtors' Chapter 11 Cases; *provided, further,* that any modification with respect to the Rights Offering Amount or

decrease of the Minimum Participation Amount shall not be considered a material modification and shall be announced through the Notice of Final Rights Offering Amount. In so doing, the Debtors may execute and enter into agreements and take further action that the Debtors (with the consent of the Plan Sponsors) determine in good faith is necessary and appropriate to effectuate and implement the Rights Offering and the issuance of the Rights Offering Securities and New Equity Interests to be issued upon effectiveness of the Plan.

5. The Debtors reserve the right to request reasonable additional documentation and diligence from any potential participant in the Rights Offering to confirm that such potential participant is an Eligible Holder.

6. For the avoidance of doubt, all questions concerning the timeliness, viability, form, and eligibility of any exercise of Subscription Rights shall be determined by the Debtors in accordance with the Rights Offering Procedures. In accordance with the Rights Offering Procedures, the Debtors are authorized, but not directed, to waive any defect or irregularity, or permit a defect or irregularity to be corrected within such time frames as they may determine, or to reject the purported exercise of rights.

7. The following dates and deadlines are hereby established, subject to modification, with respect to the Rights Offering.

Event	Date
Record Date for Rights Offering	March 23, 2025
Subscription Commencement Date	May 7, 2025
Rights Offering Expiration Time	May 14, 2025 at 11:59 p.m. (CST)
Notice of Final Rights Offering Amount	May 15, 2025 at 11:59 p.m. (CST)

8. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

9. The Debtors and the Rights Offering Subscription Agent are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

10. Notwithstanding the relief granted in this Order, any payment made or to be made by the Debtors pursuant to the authority granted herein shall be subject to and in compliance with any interim and final orders, as applicable, authorizing the Debtors' use of postpetition debtor-in-possession financing (such orders, the "DIP Order") including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof, and the DIP Documents (as defined in the DIP Order). Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order or the DIP Documents.

11. To the extent there is any inconsistency between the terms of the DIP Order or the DIP Documents and the terms of this Order or any action taken or proposed to be taken hereunder, the terms of the DIP Order or the DIP Documents, as applicable, shall control.

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

13. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

14. The Court retains jurisdiction with respect to all matters arising from or relating to the implementation, interpretation, and enforcement of this Order.

Dated: _______________, 2025
Houston, Texas

____
Christopher Lopez
UNITED STATES BANKRUPTCY JUDGE

<u>Exhibit A</u>

Rights Offering Procedures

PLENTY UNLIMITED TEXAS LLC, ET AL.

RIGHTS OFFERING PROCEDURES[1]

To Eligible Holders:

The Plan provides for the Debtors to conduct the Rights Offering pursuant to which eligible participants (as described in more detail herein and in the Plan) ("Eligible Holders") comprised of (i) Holders of Allowed Bridge Facility Claims, (ii) Holders of Allowed Virginia Mechanic's Lien Claims, (iii) Holders of Allowed General Unsecured Claims, and (iv) Holders of Existing Preferred Equity Interests, may purchase New Money Rights Offering Equity Interests, which shall be in the form of common and preferred New Equity Interests of the Reorganized Parent ("Reorganized Plenty") issued by Reorganized Plenty in accordance with these Rights Offering Procedures. The aggregate New Money Rights Offering Equity Interests issuable in accordance with these Rights Offering Procedures shall be referred to as the "Rights Offering Securities."

All Rights Offering Securities will be issued in reliance on the exemption from registration under the Securities Act of 1933, as amended (the "Securities Act"), provided by section 1145 of the Bankruptcy Code ("Section 1145") to the maximum extent permitted by law and, to the extent such exemption is unavailable, will be issued to Eligible Holders in reliance on and in compliance with the exemption from registration provided by Section 4(a)(2) of the Securities Act ("Section 4(a)(2)"), Regulation D promulgated thereunder ("Regulation D"), and/or Regulation S promulgated thereunder ("Regulation S") and/or another available exemption from registration, as applicable.

You should read these Rights Offering Procedures, including the Subscription Form (as defined herein), in their entirety; key provisions are highlighted below:

- Pursuant to the Plan, each Eligible Holder of (i) Allowed Bridge Facility Claims, (ii) Allowed Virginia Mechanic's Lien Claims, (iii) General Unsecured Claims, and (iv) Existing Preferred Equity Interests shall have the right (such rights, the "Subscription Rights"), but not the obligation, to subscribe for up to its *Pro Rata* portion of the applicable Rights Offering Amount (as defined below) offered by Reorganized Plenty in connection with the Rights Offering (such New Money Rights Offering Equity Interests subscribed for by such holders, the "Subscription Securities").

- The Rights Offering Amount (as defined below) is expected to be between $[30] million and $[35] million in aggregate, which will account for at least 50% of Reorganized Plenty's New Equity Interests. The Debtors anticipate finalizing the Rights Offering Amount following the Rights Offering Expiration Time, taking into account Reorganized Plenty's anticipated liquidity needs at that time, the elections to participate in the Rights Offering, aggregate amounts of Allowed Claims in classes 3, 4 and 5 under the Plan, and other

[1] Capitalized terms used and not defined herein shall have the meaning ascribed to them in the Debtors' *Joint Chapter 11 Plan of Reorganization of Plenty Unlimited Texas LLC and Its Debtor Affiliates*, dated March 23, 2025 [Docket No. 26] (as may be amended from time to time in accordance with its terms, the "Plan").

relevant factors. The Debtors' determination of the final Rights Offering Amount (the "Final Rights Offering Amount") will be made in consultation with, and subject to the approval of, the Plan Sponsors. The Debtors will file a notice on the docket specifying the Final Rights Offering Amount within one (1) Business Day of the Rights Offering Expiration Time. The aggregate price per share of Subscription Securities shall be $[•] (the "Rights Offering Equity Interest Price"). Subscription rights to participate in the Rights Offering with respect to the purchase of Rights Offering Securities shall be offered in accordance with the bullets below. Each Eligible Holder may subscribe for all or a portion of its *Pro Rata* share of the applicable Rights Offering Amount.

- The Debtors expect that between $[4] million to $[5] million shall be available for ratable subscription to Holders of Allowed Bridge Facility Claims at the Rights Offering Equity Interest Price (the "Bridge Facility Claims Rights Offering Amount");

- The Debtors expect that between $[10] million to $[12] million shall be available for ratable subscription to Holders of Allowed Virginia Mechanic's Lien Claims at the Rights Offering Equity Interest Price (the "Virginia Mechanic's Lien Claims Rights Offering Amount");

- The Debtors expect that between $[15] million to $[18] million shall be available for ratable subscription to Holders of Allowed General Unsecured Claims at the Rights Offering Equity Interest Price (the "GUC Rights Offering Amount"); and

- The amount equal to the Rights Offering Securities that are not subscribed for by Holders of Allowed Bridge Facility Claims, Allowed Virginia Mechanic's Lien Claims and Allowed General Unsecured Claims (the "Remaining Amounts"), shall be offered for ratable participation by Holders of Existing Preferred Interests at the Rights Offering Equity Interest Price (the "Existing Preferred Interests Rights Offering Amount" and together with the Bridge Facility Claims Rights Offering Amount, the Virginia Mechanic's Lien Claims Rights Offering Amount and GUC Rights Offering Amount, the "Rights Offering Amount"). Any Remaining Amounts for which a Holder of Existing Preferred Equity Interests (an "Existing Preferred Equity Party") has not elected to subscribe for its *Pro Rata*[2] portion of Rights Offering Securities, shall constitute the "Oversubscription Amount" and be allocated to each Existing Preferred Equity Party that has elected to subscribe for a portion of the Oversubscription Amount up to the amount specified by such Existing Preferred Equity Party on the Subscription

[2] Ratable participation will be determined based on an amount equivalent to such Holder's number of Existing Preferred Interests multiplied by the applicable liquidation preference set forth in the Debtors' organizational documents as compared to the total number of Existing Preferred Interests multiplied by the applicable liquidation preferences. The liquidation preferences are as follows: $0.233 per share for the Series SAFE Preferred Stock; $0.291 per share for the Series A Preferred Stock; $1.22567 per share for the Series SAFE 2 Preferred Stock; $1.36186 per share for the Series B Preferred Stock; $0.6922 per share for the Series C-1 Preferred Stock; $0.6922 per share for the Series C-2 Preferred Stock; $0.6922 per share for the Series D Preferred Stock; $0.6922 per share for the Series D-1 Preferred Stock; $0.6922 per share for the Series E Preferred Stock; and $0.6922 per share for the Series E-1 Preferred Stock.

Form, not to exceed such Existing Preferred Equity Party's *Pro Rata* share of the Oversubscription Amount, pursuant to this Rights Offering.

- Eligible Holders who exercise Subscription Rights in connection with the Rights Offering must deliver the Subscription Form and Rights Offering Documentation (as defined below) to Stretto, Inc. (the "Rights Offering Subscription Agent") and **PAY** the applicable Rights Offering Equity Interest Price in connection with such exercise in accordance with the procedures described below.

- Eligible Holders are not required to exercise any of their Subscription Rights, but they may if they wish to do so and, in that case, must follow the required procedures.

- Additional information regarding the Rights Offering is provided in these Rights Offering Procedures and in the enclosed Subscription Form. Eligible Holders should carefully review these Rights Offering Procedures and the Subscription Form in their entirety.

The Subscription Rights distributed pursuant to these Rights Offering Procedures and the Rights Offering Securities issued in connection with the exercise of such Subscription Rights, are being distributed and issued by Reorganized Plenty without registration under the Securities Act, in reliance upon the exemption from registration provided by Section 1145 to the maximum extent permitted by law and, to the extent such exemption is unavailable, in reliance on the exemption from registration provided by Section 4(a)(2), Regulation D, Regulation S and/or another available exemption from registration, as applicable.

Neither the distribution of the Subscription Rights nor the offer and sale of the Rights Offering Securities pursuant to these Rights Offering Procedures have been nor will be registered under the Securities Act, or any state or local law requiring registration for offer and sale of a security.

The exercise of the Subscription Rights, once made, cannot be revoked after the Rights Offering Expiration Time unless the Rights Offering is terminated, or as otherwise agreed by the Debtors.

The Disclosure Statement is being distributed in connection with the Debtors' solicitation of votes to accept or reject the Plan and sets forth important information, including risk factors, that should be carefully read and considered by each Eligible Holder prior to making a decision to participate in the Rights Offering. Electronic copies of the Disclosure Statement are available on the Debtors' restructuring website at cases.stretto.com/PlentyUnlimited.

The Rights Offering is being conducted by the Debtors in good faith and in compliance with the Bankruptcy Code. In accordance with section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participate, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security offered or sold under the plan of the debtor, or an affiliate participating in a joint plan with the debtor, or of a newly organized successor to the debtor under the plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale, or purchase of securities.

The distribution or communication of these Rights Offering Procedures and the issuance of the Rights Offering Securities in certain jurisdictions may be restricted by applicable law. No action has been taken or will be taken to permit the distribution or communication of these Rights Offering Procedures in any jurisdiction where any action for that purpose may be required. Accordingly, these Rights Offering Procedures may not be distributed or communicated, and the Rights Offering Securities may not be subscribed for or issued, in any jurisdiction except in circumstances where such distribution, communication, subscription, or issuance would comply with all applicable laws without the need for the Debtors to take any action or obtain any consent, approval, or authorization therefor, except for any notice filings required under U.S. federal and applicable state securities laws. Further, the Rights Offering Securities offered hereby have not been approved or disapproved by the U.S. Securities and Exchange Commission or any other state securities commission or any other regulatory or governmental authority, nor have any of the

foregoing passed upon the accuracy or adequacy of the information presented, and any representation to the contrary is a criminal offense.

The New Equity Interests will be subject to transfer restrictions as set forth in Reorganized Plenty's new organizational documents.

Eligible Holders should note the following times relating to the Rights Offering:

Date	Calendar Date	Event
"Record Date"	March 23, 2025	The date fixed by the Debtors for the determination of the holders eligible to participate in the Rights Offering.
"Subscription Commencement Date"	May 7, 2025	Commencement of the Rights Offering and the first date on which Eligible Holders receive copies of these Rights Offering Procedures and the Subscription Form, and may exercise Subscription Rights.
"Rights Offering Expiration Time"	11:59 p.m. CST on May 14, 2025	The deadline for Eligible Holders to exercise Subscription Rights and subscribe for the Subscription Securities.
"Notice of Final Rights Offering Amount"	11:59 p.m. CST on May 15, 2025	Debtors shall have filed a notice on the docket that includes (i) the Final Rights Offering Amount, (ii) the final ratio of preferred equity interests and common equity interests that will comprise the Rights Offering Securities, and (iii) the Initial Funding Date and Preferred Equity Party Funding Date (each as defined below). The Debtors shall also provide to each Eligible Holder that has validly submitted the Rights Offering Documentation notice of the aggregate Rights Offering Equity Interest Price with respect to such Eligible Holder (including with respect to the calculation of the Remaining Amounts and Oversubscription Amount, if applicable).

Date	Calendar Date	Event
		For All Eligible Holders Participating in the Rights Offering Eligible Holders must deliver their subscription form with an accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable (the "Subscription Form"), and supporting documentation (collectively, the "Rights Offering Documentation") to the Rights Offering Subscription Agent by the Rights Offering Expiration Time. *For All Non-Existing Preferred Equity Parties* Each Eligible Holder who is not an Existing Preferred Equity Party and who elects to participate in the Rights Offering must deliver a wire transfer of its respective Rights Offering Equity Interest Price for its Subscription Securities no later than the Initial Funding Date (as defined below). **After Subscription Rights are exercised with respect to any Allowed Claims, any purported trading, assignment, or transfer of such Allowed Claims shall be deemed null and void.** *For Existing Preferred Equity Parties Only* Eligible Holders who are Existing Preferred Equity Parties and who elect to participate in the Rights Offering must deliver a wire transfer of its respective Rights Offering Equity Interest Price for its Subscription Securities no later than the Preferred Equity Party Funding Date (as defined below).

Date	Calendar Date	Event
		Following the Rights Offering Expiration Time, the Debtors anticipate (i) finalizing the Rights Offering Amount, (ii) determining the respective Rights Offering Equity Interest Price with respect to each Eligible Holder that has elected to participate in the Rights Offering (including with respect to the calculation of the Remaining Amounts and Oversubscription Amount), (iii) the final ratio of preferred equity interests and common equity interests that will comprise the Rights Offering Securities and (iv) establishing the date by which each Eligible Holder who is not an Existing Preferred Equity Party must fund its Rights Offering Equity Interest Price (the "Initial Funding Date") and the date by which each Eligible Holder who is an Existing Preferred Equity Party must fund its Rights Offering Equity Interest Price (the "Preferred Equity Party Funding Date"). The Initial Funding Date is expected to be within two (2) business days of the filing of the Notice of Final Rights Offering Amount. The Preferred Equity Party Funding Date is expected to be within two (2) business days after the Initial Funding Date.

On March 23, 2025, the Debtors filed the Plan and the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Plenty Unlimited Texas LLC and Its Debtor Affiliates* [Docket No. 27] (as may be amended from time to time in accordance with its terms, the "Disclosure Statement").

The Rights Offering

Pursuant to and subject to the terms hereof, Eligible Holders are being given notice of their rights to acquire the Subscription Securities.

Pursuant to the Plan, each Eligible Holder will have the right, but not the obligation, to participate in the Rights Offering in respect of their applicable Subscription Rights for the Subscription Securities. In the event of any conflict between these Rights Offering Procedures or any Subscription Form, the terms of these Rights Offering Procedures will control.

Allocation of Subscription Securities

Subject to the terms and conditions set forth in the Plan, these Rights Offering Procedures, and the Subscription Form:

(a) The Debtors shall conduct the Rights Offering for the offer and sale of the Rights Offering Securities at the Rights Offering Equity Interest Price for an aggregate purchase price expected to be between $[30] million and $[35] million.

(1) The Bridge Facility Claims Rights Offering Amount shall be offered for ratable participation by Holders of Allowed Bridge Facility Claims at the Rights Offering Equity Interest Price;

(2) The Virginia Mechanic's Lien Claims Rights Offering Amount shall be offered for ratable participation by Holders of Allowed Virginia Mechanic's Lien Claims, at the Rights Offering Equity Interest Price;

(3) The GUC Rights Offering Amount shall be offered for ratable participation by Holders of Allowed General Unsecured Claims at the Rights Offering Equity Interest Price; and

(4) The Existing Preferred Equity Offering Amount shall be offered for ratable participation by Existing Preferred Equity Parties at the Rights Offering Equity Interest Price. Existing Preferred Equity Holders that elect to receive their ratable share of the Remaining Amounts may also elect to receive a portion of the Oversubscription Amounts, up to such Existing Preferred Equity Holder's ratable share of the Oversubscription Amounts.

(b) Participation by an Eligible Holder in the Rights Offering must be for a minimum aggregate Rights Offering Equity Interest Price of $500,000 (the "Minimum Participation Amount"), and to the extent an Eligible Holder's Allowed Claim or Interest is less than the amount necessary to meet the Minimum Participation Amount, such Eligible Holder shall not be entitled to participate in the Rights Offering and such Eligible Holder's ratable portion of the applicable Rights Offering Amount will be considered Remaining Amounts.

(c) Each Eligible Holder that holds Allowed Claims or is an Existing Preferred Equity Party is entitled to participate in the Rights Offering to subscribe for up to its ratable portion of the applicable Rights Offering Amount.

(d) No Eligible Holder shall be entitled to participate in the Rights Offering unless it:

(i) represents and certifies to the Debtors that it is a "qualified institutional buyer" as defined in Rule 144A under the Securities Act or an "accredited investor" as defined in the Securities Rules;

(ii) as it relates to each Eligible Holder participating in the Rights Offering in respect of such Eligible Holder's Allowed Bridge Facility Claim, Allowed Virginia Mechanic's Lien Claim or Allowed General Unsecured Claim, with respect to participation in the Rights Offering in respect of its Allowed Claim, represents and certifies to the Debtors that it is participating in the Rights Offering as a result of being a "qualified creditor"[3] as such term is defined under section 1.382-9(d)(1) of the United States Treasury Regulations;

(iii) properly executes and delivers its executed Subscription Form by the Rights Offering Expiration Time; and

(iv) pays the Rights Offering Equity Interest Price for the Subscription Securities for which it subscribes, and such Rights Offering Equity Interest Price is received by the Rights Offering Subscription Agent at or prior to the Initial Funding Date or the Preferred Equity Party Funding Date, as applicable.

One Madison Group – Plenty, LLC has indicated to the Debtors that it intends (but is under no obligation or commitment) to exercise its *Pro Rata* Subscription Rights with respect to any Remaining Amounts (inclusive of the Oversubscription Amount), in full.

No interest is payable on any advance funding of the Rights Offering Equity Interest Price for the Subscription Securities. If the Rights Offering is terminated for any reason or subject to a reduction pursuant to the Plan, all or the applicable portion of the Rights Offering Equity Interest Price for the Subscription Securities previously received by the Rights Offering Subscription Agent will be returned to Eligible Holders as provided in Section 5 herein. No interest will be paid on any returned Rights Offering Equity Interest Price.

Additional Considerations.

The Rights Offering Securities are expected to account for at least 50% of Reorganized Plenty's New Equity Interests. A small number of holders, upon consummation

[3] A creditor is a "qualified creditor" for U.S. federal income tax purposes if such creditor's Claim either (a) has been owned by such creditor for 18 or more months prior to the Petition Date (i.e., since September 22, 2023), (b) arose in the ordinary course of the debtor's business and was at all times beneficially owned by such creditor, or (c) if clauses (a) and (b) are not met, if such creditor is not, immediately following the Rights Offering, either a five-percent shareholder or an entity through which a five-percent shareholder owns an indirect ownership interest in the debtor.

of the Plan may own a significant percentage of the New Equity Interests (including the Rights Offering Securities). These holders may be in a position to control the outcome of all actions requiring equity holder approval in Reorganized Plenty, including the election of directors, without the approval of other equity holders. This concentration of ownership could also facilitate or hinder a negotiated change of control of Reorganized Plenty and, consequently, have an impact upon the value of the New Equity Interests.

Reorganized Plenty does not anticipate paying any dividends on the New Equity Interests (including the Rights Offering Securities) as it expects to retain any future cash flows to support its operations. In addition, to the extent that Reorganized Plenty incurs the Exit Facility, covenants in the Exit Facility Documents may restrict the ability of the Reorganized Debtors to pay cash dividends and may prohibit the payment of dividends and certain other payments. As a result, the success of an investment in the New Equity Interests (including the Rights Offering Securities) will depend entirely upon any future appreciation in the value of the New Equity Interests. There is, however, no guarantee that the New Equity Interests (including the Rights Offering Securities) will appreciate in value or even maintain its initial value.

The New Equity Interests may not initially be registered under the Securities Act or any state securities laws, and Reorganized Plenty makes no representation regarding the right of any Eligible Holder of New Equity Interests to freely resell the New Equity Interests. The New Equity Interests are subject to transfer restrictions as set forth in Reorganized Plenty's new organizational documents.

To participate in the Rights Offering, an Eligible Holder must (i) complete all of the steps outlined below at or prior to the Rights Offering Expiration Time and (ii) pay the Rights Offering Equity Interest Price for the Subscription Securities for which it subscribes, and such Rights Offering Equity Interest Price must be received by the Rights Offering Subscription Agent at or prior to the Initial Funding Date or the Preferred Equity Party Funding Date, as applicable. If an Eligible Holder does not complete all of the steps outlined below at or prior to the Rights Offering Expiration Time and pay the Rights Offering Interest Price by the Initial Funding Date or Preferred Equity Party Funding Date, as applicable, such Eligible Holder shall be deemed to have forever and irrevocably relinquished and waived its right to participate in the Rights Offering.

If you are an Eligible Holder of an Allowed General Unsecured Claim, and you do not elect to receive the right to participate *Pro Rata* in the Rights Offering pursuant to the Rights Offering Procedures, you will receive your Pro Rata share of the GUC Cash Pool, as set forth in Article III.B.5 of the Plan. If you are an Eligible Holder of an Allowed General Unsecured Claim and you wish to give up the right to receive your *Pro Rata* share of the GUC Cash Pool, and instead participate in the Rights Offering, you must follow these Rights Offering Procedures.

1. Rights Offering

Eligible Holders have the right, but not the obligation, to participate in the Rights Offering.

Subject to the terms and conditions set forth in the Plan, these Rights Offering Procedures and the Subscription Form, each Eligible Holder of Allowed Claims is entitled to subscribe for the Subscription Securities up to its *Pro Rata* participation in the applicable Rights Offering Amount.

There will be no over-subscription privilege in the Rights Offering except as related to the Oversubscription Amount with respect to the Existing Preferred Equity Parties.

SUBJECT TO THE TERMS AND CONDITIONS OF THESE RIGHTS OFFERING PROCEDURES, ALL SUBSCRIPTIONS SET FORTH IN THE SUBSCRIPTION FORM ARE IRREVOCABLE.

2. Subscription Period

The Rights Offering will commence on the Subscription Commencement Date and will expire at the Rights Offering Expiration Time. Each Eligible Holder intending to subscribe for the Subscription Securities in the Rights Offering must affirmatively elect to exercise its Subscription Rights in the manner set forth in the Subscription Form at or prior to the Rights Offering Expiration Time and must pay for any exercised Subscription Rights for the Subscription Securities at or prior to the Initial Funding Date or the Preferred Equity Party Funding Date, as applicable.

Subject to the terms and conditions set forth herein, any exercise of the Subscription Rights after the Rights Offering Expiration Time will not be allowed and any purported exercise received by the Rights Offering Subscription Agent after the Rights Offering Expiration Time will not be honored, regardless of when the documents relating to such exercise were sent. Subject to the terms and conditions set forth herein, any payment of the Rights Offering Equity Interest not received by the Rights Offering Subscription Agent at or prior to the Initial Funding Date or the Preferred Equity Party Funding Date, as applicable, will not be allowed and any payment received after the applicable funding date will not be accepted, regardless of when such payment was sent.

The Rights Offering Expiration Time may be extended by the Debtors with the consent of the Plan Sponsors not to be unreasonably withheld, or as required by law, without the need for further approval of the Bankruptcy Court.

As more fully described below, in order for an Eligible Holder to purchase Subscription Securities in the Rights Offering, the Subscription Form must be received by the Rights Offering Subscription Agent at or prior to the Rights Offering Expiration Time and each Eligible Holder's Rights Offering Equity Interest Price for its Subscription Securities must be received (by wire transfer of immediately available funds) by the Rights Offering Subscription Agent at or prior to the Initial Funding Date or, with respect to Existing Preferred Equity Parties, the Preferred Equity Party Funding Date, as applicable.

3. Delivery of Subscription Documents

Each Eligible Holder may exercise all or any portion of such Eligible Holder's Subscription Rights, subject to the terms and conditions contained herein. In order to facilitate the exercise of the Subscription Rights, beginning on the Subscription Commencement Date, the

Subscription Form and these Rights Offering Procedures will be sent to each Eligible Holder, including appropriate instructions for the proper completion, due execution, and timely delivery of the executed Subscription Form, and the payment of such Eligible Holder's Rights Offering Equity Interest Price for such Eligible Holder's Subscription Securities.

4. Exercise of Subscription Rights

An Eligible Holder electing to participate in the Rights Offering must:

- (a) duly complete and execute a Subscription Form (including accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable), in accordance with these Rights Offering Procedures, and (b) deliver its executed Subscription Form to the Rights Offering Subscription Agent such that the Subscription Form is actually received by the Rights Offering Subscription Agent at or prior to the Rights Offering Expiration Time via the Rights Offering Subscription Agent's E-Portal (as defined below); and

- (b), coordinate payment of its Rights Offering Equity Interest Price at or prior to the Initial Funding Date or the Preferred Equity Party Funding Date, as applicable, for the Subscription Securities for which it has subscribed by wire transfer **ONLY** of immediately available funds to the Rights Offering Subscription Agent.

- The Debtors reserve the right to request reasonable additional documentation and diligence from Eligible Holders electing to participate in the Rights Offering in their reasonable discretion to ensure that such Eligible Holders satisfy the foregoing requirements, including in order to determine whether an Eligible Holder is a "qualified institutional buyer" as defined in Rule 144A under the Securities Act or an "accredited investor" as defined in the Securities Rules. Any dispute about whether an Eligible Holder satisfies such requirements shall be finally resolved by the Bankruptcy Court unless otherwise consensually resolved by such Eligible Holder and the Debtors prior to such hearing.

Delivery of the Subscription Documents. Eligible Holders must deliver their Subscription Form to the Rights Offering Subscription Agent at or prior to the Rights Offering Expiration Time via the Rights Offering Subscription Agent's Electronic Upload Portal at https://cases.stretto.com/PlentyUnlimited (the "E-Portal"). Click on "Submit Rights Offering Form" and follow the instructions to complete and submit your Subscription Form and associated information through the E-Portal.

THE E-PORTAL IS THE ONLY VALID METHOD OF SUBMISSION AND NO OTHER METHODS WILL BE ACCEPTED. Delivery of the Subscription Form in any way other than as set out above will not constitute a valid exercise of Subscription Rights. Delivery of the Subscription Form to any person other than the Rights Offering Subscription Agent does not constitute delivery to the Rights Offering Subscription Agent.

Payment of the Rights Offering Equity Interest Price. Payment of the Rights Offering Equity Interest Price for the Subscription Securities must be made by wire transfer of immediately available funds to the account of the Rights Offering Subscription Agent. The funds must be received in the account of the Rights Offering Subscription Agent at or prior to the Initial Funding Date or, with respect to Existing Preferred Equity Parties, the Preferred Equity Party Funding Date, as applicable.

In the event that the funds received by the Rights Offering Subscription Agent from any Eligible Holder do not correspond to the applicable Rights Offering Equity Interest Price payable for the Subscription Securities for which such Eligible Holder has elected to subscribe, the submission will be deemed invalid until such irregularities are resolved pursuant to the procedures described in Section 9.

The cash deposited with the Rights Offering Subscription Agent in accordance with these Rights Offering Procedures will be deposited and held by the Rights Offering Subscription Agent in a segregated account. The Rights Offering Subscription Agent may not use such cash for any other purpose prior to the Plan Effective Date and may not encumber or permit such cash to be encumbered with any lien or similar encumbrance. The cash held by the Rights Offering Subscription Agent hereunder shall not be deemed part of the Debtors' bankruptcy estates.

5. Termination/Reduction of Rights Offering Amount/Return of Payment

Unless and until the Plan Effective Date has occurred, the Rights Offering may be terminated by mutual agreement of the Debtors and Plan Sponsors, without the need for further approval of the Bankruptcy Court.

In the event that the Rights Offering is terminated, any payments received pursuant to these Rights Offering Procedures will be returned, without interest, to the applicable Eligible Holder or relevant payee as soon as reasonably practicable, but in any event within seven (7) Business Days after the date of termination, and upon receipt by the Rights Offering Subscription Agent of the final refund instructions from the Debtors (or such earlier date set forth in the agreement governing the Subscription Account).

6. Revocation; Transfers of Subscription Rights

Once an Eligible Holder has properly exercised its Subscription Rights, subject to the terms and conditions contained in these Rights Offering Procedures, such exercise will be irrevocable unless the Rights Offering is terminated or as otherwise agreed by the Debtors (with the consent of the Plan Sponsors).

7. Settlement of the Rights Offering and Distribution of the New Equity Interests

The settlement of the Rights Offering is conditioned on confirmation of the Plan by the Bankruptcy Court, compliance by the Debtors with these Rights Offering Procedures, and the occurrence of the Plan Effective Date.

The Debtors intend that the New Equity Interests will be issued by Reorganized Plenty in book-entry form on the books and records of Reorganized Plenty as issuer directly to each applicable Eligible Holder and such Eligible Holder will be the holder of record.

8. Fractional Shares

All allocations of the New Equity Interests will be calculated and rounded down to the nearest whole unit and no fractional units will be issued. No compensation shall be paid, whether in cash or otherwise, in respect of any rounded amounts.

9. Validity of Exercise of Subscription Rights

Except as otherwise provided herein, all questions concerning the timeliness, viability, form, and eligibility of any exercise of Subscription Rights will be determined in good faith by the Debtors, with the consent of the Plan Sponsors, and, if necessary, subject to a final and binding determination by the Bankruptcy Court. Subject to the foregoing, the Debtors may waive or reject any defect or irregularity in or permit such defect or irregularity to be corrected within such time as they may determine in good faith, with the consent of the Plan Sponsors, the purported exercise of any Subscription Rights. Subscriptions will be deemed not to have been received or accepted until all irregularities have been waived or cured within such time as the Debtors determine in good faith, with the consent of the Plan Sponsors. In addition, the Rights Offering Subscription Agent shall have no obligation to notify parties of or cure any defects to the forms returned in exercising the Subscription Rights.

As noted above, before exercising any Subscription Rights, Eligible Holders should carefully read the Disclosure Statement and the Plan in their entirety for information relating to the Debtors and the risk factors to be considered in deciding whether to participate in the Rights Offering.

All calculations, including, to the extent applicable, the calculation of (a) the value of any Eligible Holder's Allowed Claim or Interest for the purposes of the Rights Offering and (b) any Eligible Holder's *Pro Rata* participation amount per its respective Allowed Claim or Interest shall be made in good faith by the Debtors, and any disputes regarding such calculations shall be subject to a final and binding determination by the Bankruptcy Court.

10. Modification of Procedures

The Debtors reserve the right to modify these Rights Offering Procedures (including with respect to the Rights Offering Amount or Minimum Participation Amount), or adopt additional procedures consistent with these Rights Offering Procedures, in each case, with the approval of the Plan Sponsors and without the need for further approval of the Bankruptcy Court, to effectuate the Rights Offering and to issue the Rights Offering Securities. Within one (1) Business Day of any material modification or adoption, the Debtors shall provide prompt notice of the material of the modification or adoption to these Rights Offering Procedures by: (i) posting a notice (the "Modification Notice") specifying the material terms of any material modification or amendment on the Rights Offering Subscription Agent's website at https://cases.stretto.com/PlentyUnlimited or by providing such notice to each Eligible Holder (in accordance with standard noticing procedures); and (ii) filing a copy of the Modification Notice on the docket of the Debtors' Chapter 11 Cases; *provided*, *further*, that any modification with respect to the Rights Offering Amount or decrease of the Minimum Participation Amount shall not be considered a material modification and shall be announced through the Notice of Final Rights Offering Amount. In so doing, the Debtors may execute and enter into agreements and take further action that the Debtors (with the consent of the Plan Sponsors) determine in good faith is necessary and appropriate to effectuate and implement the Rights Offering and the issuance of the Rights Offering Securities and New Equity Interests to be issued upon effectiveness of the Plan.

The Debtors reserve the right to request reasonable additional documentation and diligence from any potential participant in the Rights Offering to confirm that such potential participant is an Eligible Holder.

11. Inquiries and Transmittal of Documents; Rights Offering Subscription Agent

Questions relating to the Rights Offering should be directed to the Rights Offering Subscription Agent as follows (a) calling (866) 211-8569 (Toll Free) or (949) 889-3099 (International) or (b) emailing PlentyUnlimitedRightsOffering@stretto.com (please reference "Plenty Rights Offering" in the subject line). Please note that the Rights Offering Subscription Agent is only able to respond to procedural questions regarding the Rights Offering and cannot provide any information beyond that included in these Rights Offering Procedures and the Subscription Forms.

The risk of non-delivery of any instructions, documents, and payments to the Rights Offering Subscription Agent is on the Eligible Holder electing to exercise its Subscription Rights and not the Debtors or the Rights Offering Subscription Agent.

12. Failure to Exercise Subscription Rights

Unexercised Subscription Rights will be forever and irrevocably relinquished at the Rights Offering Expiration Time. If, at or prior to the Rights Offering Expiration Time, the Rights Offering Subscription Agent for any reason does not receive from an Eligible Holder a duly completed and executed applicable Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable), or if, at or prior to the Initial Funding Date or, with respect to Existing Preferred Equity Parties, the Preferred Equity Party Funding Date, as applicable, the Rights Offering Subscription Agent for any reason does not receive from an Eligible Holder payment of its Rights Offering Equity Interest Price with respect to its Subscription Securities, such Eligible Holder shall be deemed to have forever and irrevocably relinquished and waived its right to participate in the Rights Offering.

Subject to the terms and conditions set forth herein, any attempt to exercise Subscription Rights after the Rights Offering Expiration Time shall be null and void and the Debtors shall not be obligated to honor any such purported exercise received by the Rights Offering Subscription Agent after the Rights Offering Expiration Time regardless of when the documents relating thereto were sent.

The method of delivery of the applicable Subscription Form, and/or any other required documents is at each Eligible Holder's option and sole risk. In all cases, you should allow sufficient time to ensure timely delivery of the applicable Subscription Form, or other

required documents at or prior to the Rights Offering Expiration Time, the Initial Funding Date or the Preferred Equity Party Funding Date, as applicable. Each Eligible Holder must coordinate timely payment of its Rights Offering Equity Interest Price with respect to the Rights Offering at or prior to the Initial Funding Date or, with respect to Existing Preferred Equity Parties, the Preferred Equity Party Funding Date, as applicable.

PLENTY UNLIMITED TEXAS LLC, ET AL.

RIGHTS OFFERING INSTRUCTIONS
FOR ELIGIBLE HOLDERS OF ALLOWED CLAIMS AND INTERESTS

Capitalized terms used and not defined herein shall have the meaning assigned to them in the Rights Offering Procedures. To elect to participate in the Rights Offering, you must follow the instructions set out below:

1. **Complete** Item 1 which includes (a) the name of the "record date" Holder of such Allowed Claims and Interests, and (b) number of Subscription Securities such Holder elects to subscribe.

2. **Complete** the calculation in Item 1 of your Subscription Form, which calculates the Rights Offering Equity Interest Price for the Subscription Securities that you elect to purchase.

3. **Read and complete** all applicable information, including payment instructions, refund instructions, and registration information in Items 2, 3 and 4 of your Subscription Form.

4. **Read, complete, and sign** the certification in Item 5 of your Subscription Form.

5. **Read, complete, and sign** an IRS Form W-9 if you are a U.S. person. If you are a non-U.S. person, read, complete, and sign an appropriate IRS Form W-8. These forms may be obtained from the IRS at its website: www.irs.gov.

6. **Read and complete** the Eligible Holder Certification, attached as Exhibit A to the Subscription Form.

7. **Return** your signed Subscription Form (with accompanying Exhibits and accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to the Rights Offering Subscription Agent prior to the Rights Offering Expiration Time via the Rights Offering Subscription Agent's E-Portal found at https://cases.stretto.com/PlentyUnlimited. Click on "Submit Rights Offering Form" and follow the instructions to complete and submit your Subscription Form and Rights Offering Documentation. **The Rights Offering Expiration Time is 11:59 p.m. CST on May 14, 2025.**

8. **Arrange for the full payment** of the Rights Offering Equity Interest Price no later than the Initial Funding Date or, with respect to Existing Preferred Equity Parties, the Preferred Equity Party Funding Date, as applicable, by wire transfer of immediately available funds, calculated in accordance with Item 1 of your Subscription Form. Eligible Holders should follow the payment instructions in the Subscription Form and in the funding notice expected to be delivered following the Rights Offering Expiration Time.

<u>Exhibit B</u>

Subscription Form

PLENTY UNLIMITED TEXAS LLC, ET AL.

SUBSCRIPTION FORM
FOR RIGHTS OFFERING[1]

FOR USE BY ELIGIBLE HOLDERS OF
ALLOWED CLAIMS OR INTERESTS IN CONNECTION
WITH THE DEBTORS' PLAN

RIGHTS OFFERING EXPIRATION TIME

The Rights Offering Expiration Time is 11:59 p.m. CST on May 14, 2025.

To exercise the Subscription Rights with respect to the Allowed Claims or Interests, each Eligible Holder[2] of the underlying Allowed Claims or Interests as of the date of any such exercise of Subscription Rights must deliver its Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) and Rights Offering Documentation to the Rights Offering Subscription Agent via the Subscription Agent's E-Portal at or prior to the Rights Offering Expiration Time.

Eligible Holders should coordinate payment of the Rights Offering Equity Interest Price for receipt at or prior to the Initial Funding Date or, the Preferred Equity Party Funding Date, as applicable.

The Subscription Rights distributed pursuant to the Rights Offering Procedures and the Rights Offering Securities[3] issued in connection with the exercise of such Subscription Rights, are being distributed and issued by Reorganized Plenty pursuant to the Rights Offering Procedures without registration under the Securities Act of 1933, as amended (the "Securities Act"). Neither the distribution of the Subscription Rights nor the offer and sale of the New Equity Interests pursuant to the Rights Offering Procedures have been nor will be registered under the Securities Act, or any state or local law requiring registration for offer and sale of a security.

All New Equity Interests will be issued in reliance on the exemption provided by Section 1145 ("Section 1145") of the Bankruptcy Code to the maximum extent permitted by law and, to

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1 Capitalized terms used and not defined herein shall have the meaning ascribed to them in the Debtors' *Joint Chapter 11 Plan of Reorganization of Plenty Unlimited Texas LLC and Its Debtor Affiliates*, dated March 23, 2025 [Docket No. 26] (as may be amended from time to time in accordance with its terms, the "Plan"), or the Rights Offering Procedures, as applicable.

2 As used in this Subscription Form, "Eligible Holders" are those that meet the requirements set forth in the Rights Offering Procedures, including that such Holder is able to represent and certify to the Debtors that it is a "qualified institutional buyer" as defined in Rule 144A under the Securities Act or an "accredited investor" as defined in the Securities Rules.

3 As used in this Subscription Form, the term "Rights Offering Securities" refers to the New Equity Interests (including Oversubscription Amounts) issuable in accordance with the Rights Offering Procedures.

the extent such exemption is unavailable, will be issued to Eligible Holders in reliance on and in compliance with the exemption from registration provided by Section 4(a)(2), Regulation D, and/or Regulation S and/or another viable exemption from registration, as applicable. Any Eligible Holder that receives the New Equity Interests and is an "underwriter" under Section 1145(b) will be subject to restrictions under the Securities Act on its ability to resell those securities and will receive "restricted securities" (within the meaning of Rule 144 promulgated under the Securities Act).

The New Equity Interests are subject to transfer restrictions as set forth in Reorganized Plenty's new organizational documents.

Please consult the Plan, the Disclosure Statement and the Rights Offering Procedures (including the "Rights Offering Instructions for Eligible Holders of Allowed Claims and Interests" included therein) for additional information with respect to this Subscription Form.

If you have any questions, please contact the Rights Offering Subscription Agent by emailing PlentyUnlimitedRightsOffering@stretto.com (please reference "Plenty Rights Offering" in the subject line).

SUBJECT TO THE TERMS AND CONDITIONS OF THE RIGHTS OFFERING PROCEDURES, ALL SUBSCRIPTIONS SET FORTH IN THIS SUBSCRIPTION FORM ARE IRREVOCABLE.

To subscribe, review and/or complete Item 1, and read and complete Items 2, 3, 4 and 5 below.

Item 1. Calculation of Amount and Rights Offering Equity Interest Price

The undersigned hereby certifies that as of the Record Date, the undersigned is the Eligible Holder, or the authorized signatory of such Eligible Holder, of the Claims as set forth on the applicable lines below:

Name of Eligible Holder of Claims or Interests:

____

Classification of Claims or Interests (i.e., Bridge Facility Claim, Virginia Mechanic's Lien Claim, General Unsecured Claim or Holder of Existing Preferred Equity Interests):

____

Holders of Existing Preferred Equity Interests should skip Item 1(a) and Item 1(b) and go to directly to Item 1(c).

1(a) Calculation of Maximum Subscription Amount (for Bridge Facility Claims, Virginia Mechanic's Lien Claims and General Unsecured Claims ONLY).

Total Amount of Claims held as of Record Date:

$______________________________[4]

The number of Rights Offering Securities for which you may subscribe is calculated as follows:

<u>**CLAIMS**</u>:

Assuming the Rights Offering Amount is $[30] million.[5]

$____________________ *(Insert total amount of Claims held as of Record Date)*	**X**	**[ ]**	=	____________________ *(Number of Rights Offering Securities) (Round down to nearest whole number)*

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4 Total amount should not include any amounts that have been sold or otherwise transferred but remain unsettled or have been participated to another party <u>but should</u> include any amounts that have been purchased or otherwise acquired but remain unsettled or are held through a participation with another party.

5 The Debtors anticipate finalizing the Rights Offering Amount following the Rights Offering Expiration Time. To the extent the Rights Offering Amount is greater than $[30] million, the number of Rights Offering Securities will be proportionately increased.

Transferred Claims.

Complete the section below if you have either sold, participated or otherwise transferred Claims prior to the Record Date and all or any portion of such sold or otherwise transferred Claims (i) remain unsettled on the Record Date or (ii) have been participated to another party (a "Transferor") or you have purchased or otherwise acquired Claims prior to the Record Date and all or any portion of such purchased or otherwise acquired Claims (i) remain unsettled on the Record Date or (ii) are held through a participation with another party (a "Beneficial Holder").

☐ I am a Transferor.

$___________________________________

(Insert total amount of Claims that have been sold or otherwise transferred but have not yet been settled or are subject to participation.)

☐ I am a Beneficial Holder.[6]

$___________________________________

(Insert total amount of Claims that have been purchased or otherwise acquired but have not yet been settled or are subject to participation.)

[6] If you are a Beneficial Holder, the Debtors will separately require additional documentation to confirm your status as a Beneficial Holder.

1(b) Calculation of Rights Offering Equity Interest Price (for Bridge Facility Claims, Virginia Mechanic's Lien Claims and General Unsecured Claims ONLY). Participation by an Eligible Holder in the Rights Offering must be for a minimum aggregate Rights Offering Equity Interest Price of $500,000.

By filling in the following blanks, you are indicating that the undersigned Eligible Holder is electing to purchase the number of Rights Offering Securities specified below (the number of Rights Offering Securities must equal the amount calculated in Item 1(a) above and can be no less than and no greater than the total number of Rights Offering Securities set forth in Item 1(a)), on the terms and subject to the conditions set forth in the Rights Offering Procedures:

Assuming the Rights Offering Amount is $[30] million.[7]

______________________ *(Number of Rights Offering Securities you elect to purchase)*	**X**	**$[ ]**	=	**$**______________________ Rights Offering Equity Interest Price (*Round down to nearest whole number)*

1(c) Remaining Amounts Election (for Holders of Existing Preferred Equity Interests ONLY). By checking the box below, you are indicating that the undersigned Eligible Holder is electing to purchase the number of Rights Offering Securities equal to its *Pro Rata*[8] portion of the Remaining Amounts on the terms and subject to the conditions set forth in the Rights Offering Procedures:

☐ YES, the undersigned Existing Preferred Equity Party elects to participate in full to purchase the number of Rights Offering Securities equal to its *Pro Rata* portion of the Remaining Amounts on the terms and subject to the conditions set forth in the Rights Offering Procedures.

1(d) Oversubscription Amount Election (for Holders of Existing Preferred Equity Interests ONLY). By checking the box below, you are indicating that the undersigned Eligible Holder is electing to purchase the number of Rights Offering Securities equal to its *Pro Rata* portion of the

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7 The Debtors anticipate finalizing the Rights Offering Amount following the Rights Offering Expiration Time. To the extent the Rights Offering Amount is greater than $[]03 million, the Rights Offering Equity Interest Price will be proportionately increased.

8 As set forth in the Rights Offering Procedures, ratable participation will be determined based on an amount equivalent to such Holder's number of Existing Preferred Interests multiplied by the applicable liquidation preference set forth in the Debtors' organizational documents as compared to the total number of Existing Preferred Interests multiplied by the applicable liquidation preferences. The liquidation preferences are as follows: $0.233 per share for the Series SAFE Preferred Stock; $0.291 per share for the Series A Preferred Stock; $1.22567 per share for the Series SAFE 2 Preferred Stock; $1.36186 per share for the Series B Preferred Stock; $0.6922 per share for the Series C-1 Preferred Stock; $0.6922 per share for the Series C-2 Preferred Stock; $0.6922 per share for the Series D Preferred Stock; $0.6922 per share for the Series D-1 Preferred Stock; $0.6922 per share for the Series E Preferred Stock; and $0.6922 per share for the Series E-1 Preferred Stock.

Oversubscription Amount on the terms and subject to the conditions set forth in the Rights Offering Procedures:

☐ YES, the undersigned Existing Preferred Equity Party elects to participate in full to purchase the number of Rights Offering Securities equal to its *Pro Rata* portion of the Oversubscription Amount on the terms and subject to the conditions set forth in the Rights Offering Procedures.

For Eligible Holders that have elected to purchase its *Pro Rata* portion of the Oversubscription Amount, by checking the following box and completing the following line item, you are indicating a maximum dollar amount that the undersigned Eligible Holder is electing to purchase in the Rights Offering, inclusive of the Oversubscription Amount. If the following line is not completed, you will be allocated your *Pro Rata* portion of the Oversubscription Amount.

☐ Maximum Oversubscription Amount (in $): ________________________

Any elections to participate in the Rights Offering that result in a minimum aggregate Rights Offering Equity Interest Price of less than $500,000 will be reduced to zero and the Holder shall not be entitled to participate in the Rights Offering.

Only Eligible Holders of Allowed Claims and Interests are entitled to participate in the Rights Offering, and only with respect to such Allowed Claims and Interests. Subject to Section 9 of the Rights Offering Procedures, the eligibility of any exercise of Subscription Rights will be determined in good faith by the Debtors in consultation with the Plan Sponsors, and, if necessary, subject to a final and binding determination by the Bankruptcy Court.

Please provide your completed Subscription Form (or other required instruction, as applicable), with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, to the Rights Offering Subscription Agent via the Rights Offering Subscription Agent's E-Portal at or prior to the Rights Offering Expiration Time.

PLEASE NOTE: NO RIGHTS OFFERING SUBMISSION WILL BE VALID UNLESS YOU PAY THE RIGHTS OFFERING EQUITY INTEREST PRICE AT OR PRIOR TO THE INITIAL FUNDING DATE OR THE PREFERRED EQUITY PARTY FUNDING DATE, AS APPLICABLE.

Item 2. Payment Instructions.

For Eligible Holders of Allowed Claims or Interests, payment of the Rights Offering Equity Interest Price calculated pursuant to Item 1(b) above (or, in the case of Holders of Existing Preferred Equity Interests, the *Pro Rata* portion of the Remaining Amounts, as set forth in Item 1(c) above and, if applicable, the Oversubscription Amount as set forth in Item 1(d) above) shall be made to the Rights Offering Subscription Agent ONLY in accordance with the following instructions:

Wire Instructions:

Bank Name:	
Bank Address:	
ABA/Routing No.:	
SWIFT (for international wires):	
Account Name:	
Account No.:	
Reference:	[*Insert Form Number in memo field*][9]

[9] Upon submission of your Subscription Form, the Rights Offering Subscription Agent will provide you with a unique "Form Number" that must be included in the wire reference section. Please note that the failure to include the claimant name or form number in the reference field of any domestic or international wire payment may result in the rejection of the corresponding rights offering submission.

Item 3. Wire Refund

As provided in the Rights Offering Procedures, in the event that the Rights Offering is terminated any payments received pursuant to the Rights Offering Procedures will be returned, without interest, to the applicable Eligible Holder or relevant payee as soon as reasonably practicable, but in any event within seven (7) Business Days after the date of termination or reduction, as applicable, and upon receipt by the Rights Offering Subscription Agent of the final refund instructions from the Debtors (or such earlier date set forth in the agreement governing the Subscription Account). **Accordingly, please provide the wire information for the Rights Offering participant in the event a refund is needed:**

Account Name	
Bank Account No.	
ABA Routing No.	
Bank Name:	
Bank Address:	
Reference:	

Item 4. New Equity Interests Delivery Information

The Debtors intend that the New Equity Interests will be issued by Reorganized Plenty in book-entry form on the books and records of the Reorganized Plenty as issuer directly to each applicable Eligible Holder and such Eligible Holder will be the holder of record.

None of the Subscription Rights or the Rights Offering Securities issued and distributed pursuant to the Rights Offering Procedures have been or will be registered under the Securities Act, nor under any state or local law requiring registration for the offer or sale of a security.

Please indicate below in sections (A) and (B) the information of the Eligible Holder in whose name the Subscription Securities to be issued pursuant to the Rights Offering Procedures will be issued.

A. Please indicate on the lines provided below the registration name of the party in whose name the Subscription Securities issued pursuant to the Rights Offering Procedures will be issued:

Registration Name Line 1 (Maximum 35 Characters): ______________________________

Registration Name Line 2 (Maximum 35 Characters): ______________________________
(if needed)

Address 1: ____

Address 2: ____

City: ____

State: ____

Zip Code: ____

Country: ____

Telephone: ____

Email: ____

U.S. Federal Tax EIN/SSN (optional for non-U.S. persons): ______________________________

If non-U.S. person, check here and attach appropriate IRS Form W-8 ☐

If U.S. person, check here and attach IRS Form W-9 ☐

B. Account Type. Please indicate the "account type" that may be used in connection with registration of your Subscription Securities issued pursuant to the Rights Offering Procedures. Please check **only one** box:

☐ **INDIVIDUAL ACCOUNT**;

☐ **IRA ACCOUNT**;

☐ **CORPORATIONS (S-CORP)**: (ASSOCIATED, ASSOCIATES, ASSOCIATION, CO, CO. COMPANY, CORP, CORPORATE/PARTNER, ENTERPRISE(S), FUND,

GROUP, INCORPORATED, INC, INTERNATIONAL, INTL, LIMITED, LTD, LIFETIME LIMITED COMPANY, LLC, L.L.C., PARTNER, PARTNERS, PLC, PUBLIC LIMITED COMPANY);

- ☐ **PARTNERSHIP**: (LP, L P, L.P., LLP, LIMITED PARTNERSHIP, LIFETIME LIMITED PARTNERSHIP);
- ☐ **BANK**;
- ☐ **NOMINEE ACCOUNTS**;
- ☐ **C-CORP**;
- ☐ **NON-PROFIT**: (CEMETERY, CHURCH, COLLEGE, COMMISSION FOR CHILDREN WITH, COMMISSION FOR HANDICAPPED, COMMISSION MINISTRIES INC, COMMISSION OF PUBLIC WORKS, COMMISSION OF BANKING & FOUNDATIONS, HOSPITAL, SCHOOL, SYNAGOGUE, UNIVERSITY);
- ☐ **FIDUCIARY ACCOUNT**: (CUSTODIAN, CO-TRUSTEE, ESTATE, EXECUTOR, EXECUTRIX, FBO, F/B/O, FAO, FIDUCIARY TRUST, ITF, LIFE TEN, PENSION PLAN, INDIVIDUAL NAME PROFIT SHARING PLAN, RETIREMENT PLAN, 401K PLAN, SELL TRANSFER PLEDGE, STATE UNIFORM TRANSFER TO MINOR'S ACT, TTEE, TTEES, UW, UTMA, UGMA, USUFRUCT, UNIFIED, UNIF GIFT MIN ACT, UNIF TRUST MIN ACT, UNIFIED GIFT TO MINORS ACT, UNIFORM GIFT TO MINORS, UNIFORM TRANSFER TO MINORS, GRANT (GRANTOR ANNUITY TRUST));
- ☐ **TENANTS IN COMMON**;
- ☐ **TENANTS BY ENTIRETY**: (TEN ENT, TENANTS ENT, TENANTS ENTIRETY, TENANTS BY ENTIRETY, TENANTS BY ENTIRETIES);
- ☐ **JOINT TENANTS**: (JT TEN, JT TEN WROS, JT WROS, J/T/W/R/S, JOINT TENANCY, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, JT OWNERSHIP, IF JT ACCOUNT WITH TOD); or
- ☐ **COMMUNITY PROPERTY**: (COM PROP, COMM PROP, COM PROPERTY, COMM PROPERTY, MARITAL PROPERTY, HWACP, HUSBAND & WIFE AS COMMUNITY PROPERTY).

Item 5. Certification.

The undersigned hereby certifies that (a) the undersigned is the beneficial holder of the Allowed Claims or Interests above as of the date hereof (for purposes hereof, the "Eligible Holder"), or the authorized signatory (the "Authorized Signatory") of such beneficial holder acting on behalf of such Eligible Holder, (b) the Eligible Holder has reviewed a copy of the Plan, the Disclosure Statement and the Rights Offering Procedures, and (c) the Eligible Holder understands that the exercise of the Subscription Rights under the Rights Offering is subject to all the terms and conditions set forth in the Plan and the Rights Offering Procedures.

The Eligible Holder (or the Authorized Signatory on behalf of such Eligible Holder) acknowledges that, by executing this Subscription Form, the Eligible Holder named below (1) has elected to subscribe for Subscription Securities for the Rights Offering Equity Interest Price calculated as set forth above, (2) will be bound to pay such Rights Offering Equity Interest Price for the Subscription Securities for which it has subscribed and (3) understands and agrees that the final Rights Offering Amount is expected to be determined by the Debtors following the Rights Offering Expiration Time, and as a result, the exact amount of the Rights Offering Equity Interest Price for the Subscription Securities will not be known at the time that the Subscription Form is required to be delivered to the Rights Offering Subscription Agent and that the Debtors' final determination of the Rights Offering Amount will be binding.

The Eligible Holder (or the Authorized Signatory on behalf of such Eligible Holder) acknowledges that, by executing this Subscription Form, the Eligible Holder has elected to subscribe for the Subscription Securities as set forth herein, and will be bound to pay the Rights Offering Equity Interest Price for the Subscription Securities for which it has subscribed.

Date: ___________________________

Name of Eligible Holder: ____

U.S. Federal Tax EIN/SSN: ___________________________

Signature: _____________________________

Name of Signatory: ___________________________

Title: ___________________________

Telephone Number: ___________________________

Email: ________________________________

Please deliver your completed Subscription Form (with an accompanying IRS Forms W-9 or appropriate IRS Form W-8, as applicable and Eligible Holder Certification Questionnaire) to the Rights Offering Subscription Agent, via the Agent's E-Portal. To access the E-Portal, visit https://cases.stretto.com/PlentyUnlimited, click on the "Submit Rights Offering Form" section of the website and follow the instructions to submit your Rights Offering Documentation.

THE E-PORTAL IS THE ONLY VALID METHOD OF SUBMISSION AND NO OTHER METHODS WILL BE ACCEPTED. Delivery of the Subscription Form in any way other than as set out above will not constitute a valid exercise of Subscription Rights. Delivery of this Subscription Form to any person other than the Rights Offering Subscription Agent does not constitute delivery to the Rights Offering Subscription Agent.

EXHIBIT A

Eligible Holder Certification.

IN ORDER TO PARTICIPATE IN THE RIGHTS OFFERING, YOU MUST COMPLETE THIS QUESTIONNAIRE FOR EACH ELIGIBLE HOLDER.

In order to participate in the Rights Offering, Eligible Holders are required to (i) (a) be a "qualified institutional buyer" within the meaning of Rule 144A of the Securities Act or (b) be an "accredited investor" within the meaning of Rule 501(a) under the Securities Rules and (ii) with respect to Eligible Holders participating in the Rights Offering in respect of such Eligible Holder's Allowed Bridge Facility Claims, Allowed Virginia Mechanic's Lien Claim or Allowed General Unsecured Claim, be participating in the Rights Offering as a result of being a "qualified creditor" as such term is defined under section 1.382-9(d)(1) of the United States Treasury Regulations or be an Existing Preferred Equity Party, as applicable, with respect to each of its Claims.

Accordingly, each Eligible Holder that submits this Subscription Form must complete the questionnaire below and certify that both of the following statements are true:

☐ It is a "qualified institutional buyer" within the meaning of Rule 144A of the Securities Act; or an "accredited investor" within the meaning of Rule 501(a) under the Securities Rules; and

☐ It is either:

1. an Existing Preferred Equity Party that is not participating in the Rights Offering in respect of any of its Claims and is participating in the Rights Offering solely in respect of its Existing Preferred Equity Interests; or
2. a "qualified creditor" as such term is defined under section 1.382-9(d)(1) of the United States Treasury Regulations because all of such creditor's Claims have (i) been owned by such creditor for 18 or more months prior to the Petition Date (*i.e.*, since September 22, 2023) and/or (ii) arose in the ordinary course of the Debtors' business and were at all times beneficially owned (as determined for the applicable tax purposes) by such creditor.

This Subscription Form and Rights Offering Documentation must be returned to the Rights Offering Subscription Agent via the E-Portal on or before 11:59 p.m. CST on May 14, 2025.