

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

In re:

JERVOIS TEXAS, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-____ (____)

(Jointly Administered)

**MASTER BALLOT FOR ACCEPTING OR
REJECTING THE JOINT PREPACKAGED CHAPTER 11 PLAN OF
REORGANIZATION FOR JERVOIS TEXAS, LLC
AND ITS DEBTOR AFFILIATES**

CLASS 4: PREPETITION ICO BOND CLAIMS

ISIN #: N00011041568

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR
COMPLETING THIS MASTER BALLOT CAREFULLY BEFORE COMPLETING THIS BALLOT.

**THIS MASTER BALLOT MUST BE
COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS
ACTUALLY RECEIVED BY THE CLAIMS AND BALLOTING AGENT PRIOR TO 5:00 P.M.
PREVAILING CENTRAL TIME ON [FEBRUARY 25, 2025] (THE "VOTING DEADLINE").**

The above-captioned debtors and debtors in possession (together, the "Debtors") intend to file chapter 11 cases in the above-captioned bankruptcy court (the "Bankruptcy Court") and are soliciting votes with respect to the proposed *Joint Prepackaged Chapter 11 Plan of Reorganization of Jervois Texas, LLC and its Debtor Affiliates* (as amended, supplemented or otherwise modified from time to time, the "Prepackaged Plan") and the *Disclosure Statement for Joint Prepackaged Chapter 11 Plan of Reorganization of Jervois Texas, LLC and its Debtor Affiliates* (as amended, supplemented, or otherwise modified from time to time, the "Disclosure Statement") pursuant to sections 1125 and 1126(b) of title 11 of the United States Code (the "Bankruptcy Code").²

¹ The Debtors in these chapter 11 cases, together with the last four digits of the Debtors' federal tax identification number, are: Jervois Global Limited (N/A), Jervois Suomi Holding Oy (N/A), Jervois Finland Oy (N/A), Jervois Americas LLC (8097), Jervois Japan Inc. (N/A), Formation Holdings US, Inc. (0103), Jervois Mining USA Limited (1323), and Jervois Texas, LLC (9514). The Debtors' service address is Suite 2.03, 1-11 Gordon Street, Cremorne Melbourne, VIC 3121 Australia.

² Capitalized terms otherwise undefined herein have the meanings ascribed to them in the Disclosure Statement or the Prepackaged Plan, as applicable.

You are receiving this master ballot (the “Master Ballot”) because you are the Nominee (as defined below) of Beneficial Holders³ of the Prepetition ICO Bond Claims as of [January 27, 2025] (the “Voting Record Date”).

The only Holders of Prepetition ICO Bond Claims entitled to cast a vote on the Prepackaged Plan through this Master Ballot are those holders that are “accredited investors” within the meaning of rule 501(a) of Regulation D under the Securities Act of 1933, as amended (the “Securities Act”), or outside the United States, and not a U.S. person (and not purchasing for the account or benefit of a U.S. person) within the meaning of Regulation S under the Securities Act, and are the beneficial owners of Claims, as of the Voting Record Date, as reflected in the records maintained by Nominees holding through Euroclear, or other relevant security depositor or the Trustee.

This Master Ballot is to be used by you as a broker, bank, common representative or other nominee, as the agent of a broker, bank, common representative or other nominee (each of the foregoing, a “Nominee”), or as the proxy holder of a Nominee for Beneficial Holders of Prepetition ICO Bond Claims, to transmit to the Claims and Balloting Agent (defined below) the votes of such Beneficial Holders in respect of their Claims to accept or reject the Prepackaged Plan. This Master Ballot may not be used for any purpose other than for submitting votes and decisions to opt-out of the Third-Party Release (as defined below) on behalf of their Beneficial Holders with respect to the Prepackaged Plan.

VOTES ON THIS MASTER BALLOT MADE ON BEHALF OF BENEFICIAL HOLDERS INDICATED HEREIN SHALL BE APPLIED TO EACH APPLICABLE DEBTOR IN THE SAME MANNER AND IN THE SAME AMOUNT AS INDICATED IN ITEM 2.

The Prepackaged Plan can be confirmed by the Bankruptcy Court and thereby made binding on the Beneficial Holders, whether or not they vote, if the Prepackaged Plan (a) is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the claims in each impaired Class of claims who vote on the Prepackaged Plan and (b) otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Prepackaged Plan if it finds that the Prepackaged Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Prepackaged Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

The Beneficial Holders’ rights are described in the Disclosure Statement, which is accessible from the Debtors’ restructuring website (“Restructuring Website”), <https://cases.stretto.com/jervois>, along with copies of the Prepackaged Plan and certain other materials. If you desire paper copies, or if you need to obtain additional solicitation packages, you may (a) contact Stretto, Inc. (the “Claims and Balloting Agent” or “Stretto”), at 855-331-7764 (toll-free within the United States or Canada) or 1-949-208-9696, or by email at jervoiscaseteam@stretto.com with a reference to “Jervois” in the subject line, or (b) after the chapter 11 case has filed, you may download such documents (excluding ballots) from the Debtors’ restructuring website at the Restructuring Website. Copies of these documents may also be obtained for a fee at <https://pacer.gov> (account required). Please be advised that the Claims and Balloting Agent is not permitted to provide legal advice.

This Master Ballot may not be used for any purpose other than conveying the vote and decision regarding the opt-out of the releases on behalf of your Beneficial Holder clients. If you believe that you have received

³ A “Beneficial Holder” means an entity that beneficially owns Prepetition ICO Bonds whose claims have not been satisfied prior to the Voting Record Date pursuant to Bankruptcy Court order or otherwise, as reflected in the records maintained by the Nominee.

this Master Ballot in error, or if you believe that you have received the wrong Master Ballot, please contact the Claims and Balloting Agent immediately at the address or telephone number set forth above.

If the Prepackaged Plan is confirmed by the Bankruptcy Court, it will be binding on the Class 4 claimants whether or not they vote.

In addition to this Master Ballot, you should have received copies of (a) the Disclosure Statement and attached exhibits and (b) the Prepackaged Plan (the "Solicitation Package"). You are required to distribute the Solicitation Package to your Beneficial Holder clients immediately to enable each such Beneficial Holder to cast their votes and decisions to opt-out of the releases (or not) in a timely fashion. Any vote delivered to you by a Beneficial Holder shall not be counted for purposes of accepting or rejecting the Prepackaged Plan until you complete, sign and return this Master Ballot to the Claims and Balloting Agent, **so that it is received by the Voting Deadline, as indicated above.**

PLEASE COMPLETE ITEMS 1 THROUGH 5. IF THIS MASTER BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS MASTER BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Certification of Authority to Vote. The undersigned certifies that as of the Voting Record Date, the undersigned (please check appropriate box):

- Is a Nominee for the Beneficial Holders in the principal amount of the Prepetition ICO Bond Claims listed in Item 2 below, or
- Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a Nominee for the Beneficial Holders in the principal amount of the Prepetition ICO Bond Claims listed in Item 2 below, or
- Has been granted a proxy (an original of which is attached hereto) from a Nominee for the Beneficial Holders (or the Beneficial Holders itself/themselves) in the principal amount of the Prepetition ICO Bond Claims listed in Item 2 below,

and accordingly, has full power and authority to vote to accept or reject the Prepackaged Plan, on behalf of the Beneficial Holders of the Prepetition ICO Bond Claims described in Item 2.

Item 2. Votes on the Prepackaged Plan Cast By Beneficial Holders; Releases. The undersigned certifies that the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the Beneficial Holders of the Prepetition ICO Bond Claims, as identified by their respective account numbers, that (i) delivered a duly completed Beneficial Holder Ballot (a "Beneficial Holder Ballot") to the undersigned voting to accept or reject the Prepackaged Plan or (ii) conveyed their vote on the Prepackaged Plan and decision to opt-out of the releases (or not) via email, telephone, internet application, facsimile, voter information form, or other customary means of conveying such information.

Indicate in the appropriate column below the aggregate principal amount of the Prepetition ICO Bond Claims that voted for each account or attach such information to this Master Ballot in the form of the following table. Please note that each Beneficial Holder must vote all such Beneficial Holder's Claims in Class 4 to accept or reject the Prepackaged Plan and may not split any vote. Any Beneficial Holder Ballot received from a Beneficial Holder that does not indicate an acceptance or rejection of the Prepackaged Plan or indicates both an acceptance and a rejection of the Prepackaged Plan will not be counted. If the

Beneficial Holder checked the box on Item 3 of the Beneficial Holder Ballot pertaining to the release by Holders of Claims (i.e., Third-Party Release), please place an X in the Release Opt Out column below.

(Please complete the information requested below. Attach additional sheets if necessary.)

USE A SEPARATE MASTER BALLOT FOR EACH ISIN, INDICATE ISIN VOTED ON THIS MASTER BALLOT: N00011041568

BENEFICIAL HOLDER NAME OR ACCOUNT NUMBER	PRINCIPAL AMOUNT HELD AS OF VOTING RECORD DATE	Prepetition ICO Bond Claims Vote on the Prepackaged Plan		RELEASE OPT OUT	ELIGIBLE HOLDER CERTIFICATION
		To ACCEPT the Prepackaged Plan	To REJECT the Prepackaged Plan	PLACE AN "X" IF THE BOX IN ITEM 3 WAS CHECKED	PLACE AN "X" IF THE BOX IN ITEM 5 WAS CHECKED
1.	\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOTALS					

Item 3. Important Information Regarding the Release by Certain Holders of Claims

THE PREPACKAGED PLAN CONTAINS RELEASES. PARTIES SHOULD BE AWARE THAT, IF THE PREPACKAGED PLAN IS CONFIRMED and if the Effective Date occurs, the Released Parties, as defined in Section I.A.145 of the Prepackaged Plan and as reproduced below, will be receiving releases and certain parties will be giving releases and be bound by injunctions as set forth in Article VIII of the Prepackaged Plan, and with respect to the releases described in Article VIII of the Prepackaged Plan and as reproduced below, they are automatically deemed to have consented to the release provisions of the Prepackaged Plan, if either they (i) vote to accept the Prepackaged Plan, or (ii) vote to reject the Prepackaged Plan or fail to vote to accept or reject the Prepackaged Plan, but, in either case, do not mark the Ballot indicating their refusal to grant such a Third-Party Release. For the avoidance of doubt, any election to opt out of the Third-Party Release by a Holder of a Claim that votes to accept the Prepackaged Plan shall be automatically deemed void ab initio. EACH BENEFICIAL HOLDER WHO WISHES TO OPT OUT OF THE THIRD-PARTY RELEASE, MUST CHECK THE OPT OUT BOX ON ALL BALLOTS. IF THE BENEFICIAL HOLDER DOES NOT CHECK THE OPT OUT BOX ON ALL BALLOTS, THE BENEFICIAL HOLDER WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASE.

To provide additional information regarding the Third-Party Release, the following sections of the Prepackaged Plan have been copied immediately below: Article I.A.57 (Exculpated Parties), Article

I.A.144 (Related Party), Article I.A.145 (Released Parties), Article I.A.146 (Releasing Parties), Article VIII.A (Discharge), Article VIII.B (Release of Liens), Article VIII.C (Debtor Release), Article VIII.D (Third-Party Release), Article VIII.E (Exculpation), and Article VIII.F (Injunction). To the extent of any discrepancy between the following and the corresponding sections in the Prepackaged Plan, including any modifications or amendments thereto, the sections in the Prepackaged Plan control. Please carefully review the following.

Relevant Definitions:

“*Exculpated Parties*” means, collectively, and in each case in its capacity as such: (a) the Debtors; and (b) any statutory committee appointed in the Chapter 11 Cases and its members.

“*Related Party*” means, with respect to any Entity, each of, and in each case in its capacity as such, such Entity’s current and former directors, managers, officers, committee members, members of any governing body, advisory board members, members, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, management companies, fund advisors or managers, predecessors, participants, successors, assigns, representatives, subsidiaries, Affiliates, partners, limited partners, general partners, principals, employees, agents, trustees, financial advisors, attorneys (not including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an entity), accountants, investment bankers, investment advisors, consultants, and other professionals and advisors and any such Related Party’s respective heirs, executors, estates, and nominees.

“*Released Parties*” means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Plan Sponsor and any Additional New Money Investor; (d) the Consenting Lenders; (e) the DIP Agent and the DIP Lenders; (f) the Exit Revolver Facility Lenders and the Exit Revolver Facility Agent; (g) the Prepetition Convertible Noteholders; (h) the Prepetition ICO Bondholders and the Prepetition ICO Bond Trustee; (i) the Prepetition JFO Facility Lenders and the Prepetition JFO Facility Agent; (j) Millstreet Capital Management LLC, in all capacities; and (k) each current and former Affiliate of each Entity in clause (a) through the following clause (l); and (l) each Related Party of each Entity in clause (a) through this clause (l).

“*Releasing Parties*” means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Plan Sponsor and any Additional New Money Investor; (d) the Consenting Lenders; (e) the DIP Agent and the DIP Lenders; (f) the Exit Revolver Facility Lenders and the Exit Revolver Facility Agent; (g) the Prepetition Convertible Noteholders; (h) the Prepetition ICO Bondholders and the Prepetition ICO Bond Trustee; (i) the Prepetition JFO Facility Lenders and the Prepetition JFO Facility Agent; (j) Millstreet Capital Management, LLC, in all capacities; (k) all Holders of Claims or Interests that vote to accept the Prepackaged Plan; (l) all Holders of Claims or Interests that are deemed to accept the Prepackaged Plan and who do not affirmatively opt out of the releases provided in the Prepackaged Plan by checking the box on the applicable notice of non-voting status indicating that they opt not to grant the releases provided in the Prepackaged Plan; (m) all Holders of Claims or Interests that vote to reject the Prepackaged Plan or are deemed to reject the Prepackaged Plan and who do not affirmatively opt out of the releases provided by the Prepackaged Plan; (n) all Holders of Claims or Interests whose vote to accept or reject the Prepackaged Plan is solicited but who do not vote either to accept or to reject the Prepackaged Plan and do not affirmatively opt out of the releases provided in the Plan; (o) each current and former Affiliate of each Entity in clause (a) through the following clause (p); and (p) each Related Party of each Entity in clause (a) through this clause (p) solely to the extent such Related Party may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through an Entity in clause (a) through clause (o); provided that, in each case, an Entity shall not be a Releasing Party if it (x) elects to opt out of

the Third-Party Release or (y) timely objects to the Third-Party Release through a formal objection Filed on the docket of the Chapter 11 Cases that is not resolved before Confirmation.

Relevant Provisions:

Article VIII.A of the Prepackaged Plan provides for the discharge of Claims and Interests (the “Discharge”):

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Definitive Documents, the Prepackaged Plan, or in any contract, instrument, or other agreement or document created or entered into pursuant to the Prepackaged Plan, the distributions, rights, and treatment that are provided in the Prepackaged Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Prepackaged Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Prepackaged Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims (other than the Reinstated Claims) and Interests (other than the Intercompany Interests that are Reinstated) subject to the occurrence of the Effective Date.

Article VIII.B of the Prepackaged Plan provides for the release of Liens against the Debtors (the “Release of Liens”):

Except as otherwise provided in the Prepackaged Plan, the Restructuring Support Agreement, the Confirmation Order, the Purchase Agreement, or in any contract, instrument, release, or other agreement or document amended or created pursuant to the Prepackaged Plan (including, for purposes of clarity, the Exit Revolver Facility Documents), on the Effective Date and concurrently with the applicable distributions made pursuant to the Prepackaged Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other Secured Claims that the Debtors elect to Reinstate in accordance with this Prepackaged Plan, all mortgages, deeds of trust, charges, encumbrances, Liens, pledges, or other security interests against any property of the Estates (wherever recorded, filed, or otherwise noticed under applicable Law (whether domestic or foreign)) shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, charges, encumbrances, Liens, pledges, or other security interests shall revert to the Reorganized Debtors and their successors and assigns. Any Holder of such Secured Claim (and the applicable agents for such Holder) shall be authorized and directed, at the sole cost and expense of the Reorganized Debtors, to release any collateral or other property of any Debtor (including any Cash Collateral and possessory collateral) held by such Holder (and the applicable agents for such Holder), and to take such actions as may be reasonably requested by the Reorganized Debtors to evidence the release of such Liens and/or security interests, including the execution, delivery, and filing or recording of such releases or

other applicable instruments and documentation. The presentation or filing of the Confirmation Order to or with any federal, state, provincial, or local agency, records office, or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens. In connection with such releases and discharges, the Prepetition Intercreditor Agreement shall also be terminated and shall have no further force and effect on and after the Effective Date.

To the extent that any Holder of a Secured Claim that has been satisfied or discharged in full pursuant to the Prepackaged Plan, or any agent for such Holder, has filed or recorded publicly any Liens and/or security interests to secure such Holder's Secured Claim, then as soon as practicable on or after the Effective Date, such Holder (or the agent for such Holder) shall take any and all steps requested by the Debtors or the Reorganized Debtors that are necessary or desirable to record or effectuate the cancellation and/or extinguishment of such Liens and/or security interests, including the making of any applicable filings or recordings, and the Reorganized Debtors shall be entitled to make any such filings or recordings on such Holder's behalf.

Notwithstanding anything to the contrary in the Prepackaged Plan, none of the Liens or other security interests securing obligations on account of the Exit Revolver Facility or the Exit Revolver Facility Documents (or, as a predecessor thereto, the Prepetition JFO Facility and/or the DIP Facility or the Prepetition JFO Facility Loan Documents and/or the DIP Loan Documents, as applicable) shall be released, discharged, or terminated, and shall remain in full force and effect in all respects, and none of the provisions of this Article VIII.B shall apply to the Exit Revolver Facility (including as any amendment, restatement, or other modification to the Prepetition JFO Facility Loan Documents and/or the DIP Loan Documents to give effect thereto) or any Liens or other security interests with respect thereto.

Article VIII.C of the Prepackaged Plan provides for a release by the Debtors (the "Debtor Release"):

Effective as of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, to the fullest extent allowed by applicable law, each Released Party is hereby deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtors, their Estates, the Reorganized Debtors, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims and Causes of Action, and liabilities whatsoever, including any derivative claims, asserted by or assertable on behalf of any of the Debtors, their Estates, or the Reorganized Debtors, as applicable, whether known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, in law (or any applicable rule, statute, regulation, treaty, right, duty or requirement), equity, contract, tort, or otherwise, that the Debtors, their Estates, or the Reorganized Debtors would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, or that any Holder of any Claim against, or Interest in, a Debtor or other Entity could have asserted on behalf of the Debtors, based on or relating to, or in any manner arising from, in whole or in part, the Company-Related Matters. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any obligations arising pursuant to or after the Effective Date or any party or Entity under the Prepackaged Plan, the Confirmation Order, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Prepackaged Plan; (b) any Causes of Action included in the Schedule of Retained Causes of Action; or (c) any act or omission

determined by a court of competent jurisdiction to have resulted from willful misconduct, bad faith or gross negligence.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Prepackaged Plan and, further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for good and valuable consideration provided by the Released Parties; (b) a good faith settlement and compromise of the Claims or Causes of Action released by the Debtor Release; (c) in the best interests of the Debtors, their Estates, and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after reasonable investigation by the Debtors and after due notice and opportunity for a hearing; and (f) a bar to any of the Debtors, their Estates, or the Reorganized Debtors asserting any Claim or Cause of Action released pursuant to the Debtor Release.

Article VIII.D of the Prepackaged Plan provides for a release by Releasing Parties (the "Third-Party Release"):

Effective as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, to the fullest extent allowed by applicable law, each of the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged each of the Released Parties from any and all Claims, Causes of Action, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, in law (or any applicable rule, statute, regulation, treaty, right, duty or requirement), equity, contract, tort, or otherwise, that such Releasing Party would have been legally entitled to assert in its own right (whether individually or collectively) or otherwise based on or relating to, or in any manner arising from, in whole or in part, the Company-Related Matters. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any obligations arising pursuant to or after the Effective Date of any party or Entity under the Prepackaged Plan, the Confirmation Order, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Prepackaged Plan; (b) any Causes of Action included in the Schedule of Retained Causes of Action; or (c) any act or omission determined by a court of competent jurisdiction to have resulted from willful misconduct, bad faith or gross negligence.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Prepackaged Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Prepackaged Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the restructuring and implementing the Prepackaged Plan; (d) a good faith settlement and compromise of the Claims or Causes of Action released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for a hearing; and (h) a bar to any of the Releasing Parties asserting any Claim or Cause of Action pursuant to the Third-Party Release.

Article VIII.E of the Prepackaged Plan provides for the exculpation of Exculpated Parties (the “Exculpation”):

Effective as of the Effective Date, to the fullest extent permissible under applicable Law and without affecting or limiting either the Debtor Release or the Third-Party Release, and except as otherwise specifically provided in the Prepackaged Plan or the Confirmation Order, no Exculpated Party shall have or incur liability for, and each Exculpated Party hereby is exculpated from any Claim or Cause of Action related to, any act or omission in connection with, relating to, or arising out of the negotiation, solicitation, confirmation, execution, or implementation (to the extent on or prior to the Effective Date) of, as applicable, the Company-Related Matters except for claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted bad faith, fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely on the advice of counsel with respect to their duties and responsibilities pursuant to the Prepackaged Plan. Notwithstanding anything to the contrary in the foregoing, an Exculpated Party shall be entitled to exculpation solely for actions taken from the Petition Date through the Effective Date, and the exculpation set forth above does not exculpate (a) any obligations arising pursuant to or after the Effective Date of any party or Entity under the Prepackaged Plan, the Confirmation Order, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Prepackaged Plan; or (b) any Causes of Action included in the Schedule of Retained Causes of Action.

Article VIII.F of the Prepackaged Plan provides for a permanent injunction with respect to actions against the Released Parties and the Exculpated Parties (the “Injunction”):

Except as otherwise expressly provided in the Prepackaged Plan or for obligations issued or required to be paid pursuant to the Prepackaged Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims and Causes of Action, and liabilities whatsoever, including any derivative claims, whether known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, in law (or any applicable rule, statute, regulation, treaty, right, duty or requirement), equity, contract, tort, or otherwise, asserted or assertable on behalf of any of the Debtors, their Estates, or the Reorganized Debtors, as applicable, that have been released, settled, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind, except to the extent such assertions are used as a defense to Claims or Causes of Action by the Debtors arising prior to the Effective Date, against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable Law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to the Prepackaged Plan.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article VIII.C, Article VIII.D, Article VIII.E, and Article VIII.F of the Prepackaged Plan, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable.

The Bankruptcy Court will have sole and exclusive jurisdiction to adjudicate the underlying colorable Claim or Causes of Action.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and their respective current and former employees, agents, officers, directors, principals, and direct and indirect Affiliates shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Prepackaged Plan. Each Holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions under or Reinstatement of such Allowed Claim or Allowed Interest, as applicable, pursuant to the Prepackaged Plan, shall be deemed to have consented to the injunction provisions set forth in the Prepackaged Plan.

Item 4. Additional Ballots Submitted by Beneficial Holders. The undersigned certifies that the information provided below (including any information on additional sheets attached hereto) is a true and accurate schedule on which the undersigned has transcribed the information, if any, provided in Item 4 of each vote received from a Beneficial Holder.

(Please complete the information requested below. Attach additional sheets if necessary.)

Your Customer Account Number for Each Beneficial Holder Who Completed Item 3 of the Beneficial Holder Ballot	TRANSCRIBE FROM ITEM 3 OF THE BENEFICIAL HOLDER BALLOTS:			
	Account Number of Other Claims Voted	Euroclear Participant Name and Number	Principal Amount of Other Claims Voted	ISIN of Other Claims Voted
1.			\$	
2.			\$	
3.			\$	
4.			\$	
5.			\$	

Item 5. Additional Certifications. By signing this Master Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

- (a) that the undersigned has received a copy of the Solicitation Package and has delivered the same to the Beneficial Holders listed on Item 2 of this Master Ballot;

- (b) that the undersigned has received from each Beneficial Holder listed in Item 2 of this Master Ballot (i) a completed and signed Beneficial Holder Ballot or (ii) an e-mail, recorded telephone call, internet transmission, facsimile, voter information card, or other customary means of communication conveying a vote and decision to opt-out of the releases (or not);
- (c) that the undersigned is the Nominee (or agent of the Nominee) of the Prepetition ICO Bond Claims being voted, the Holder of the Prepetition ICO Bond Claims being voted listed in Item 2 above, or has been authorized by each such Beneficial Holder to vote on the Prepackaged Plan;
- (d) that the undersigned has properly disclosed for each Beneficial Holder who submitted Ballots or votes and opt-out decisions via other customary means: (A) the respective amounts of the Prepetition ICO Bond Claim owned by each Beneficial Holder; (B) each Beneficial Holder's respective vote concerning the Prepackaged Plan; (C) for each Beneficial Holder that has opted out of the Third-Party Release, such Beneficial Holder's election; and (D) the customer account or other identification number for each such Beneficial Holder; and
- (e) that each such Beneficial Holder has certified to the undersigned that it is eligible to vote on the Prepackaged Plan and it will maintain Ballots and evidence of separate transactions returned by Beneficial Holders including e-mails, recorded telephone conversations, facsimile transmissions, internet communications, voter information forms, or other official communications (whether properly completed or defective) for at least one year after the Effective Date and disclose all such information to the Bankruptcy Court or the Debtors, as the case may be, if requested.

Name of Nominee and/or Euroclear Participant:	(Print or Type)
Euroclear Participant Number (if applicable):	
Signature:	
Name of Signatory:	
Title:	
Address:	
Telephone Number:	
Email:	
Date Completed:	

PLEASE COMPLETE, SIGN, AND DATE THIS MASTER BALLOT AND RETURN IT PROMPTLY AND NO LATER THAN THE VOTING DEADLINE TO:

If via electronic mail (preferred method):

publicsecurities@stretto.com with a reference to
“Jervois Texas, LLC Class 4 Ballot” in the subject line.

IMPORTANT NOTE: For any Ballot cast via electronic mail, a format of the attachment must be found in the common workplace and industry standard format (i.e., industry-standard pdf file) and the received date and time in the Claims and Balloting Agent’s inbox will be used as a timestamp for receipt.

Nominees that cast a Master Ballot via electronic mail should NOT also submit a paper Master Ballot

If by first class mail, overnight courier or hand delivery to:

Jervois Texas, LLC Master Ballot Processing
c/o Stretto
410 Exchange, Suite 100
Irvine, CA 92602

IF THE CLAIMS AND BALLOTING AGENT DOES NOT ACTUALLY RECEIVE THIS MASTER BALLOT PRIOR TO THE VOTING DEADLINE, AND IF THE VOTING DEADLINE IS NOT EXTENDED, THE VOTES OR ELECTIONS TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE DEBTORS.

IF YOU HAVE ANY QUESTIONS CONCERNING THIS MASTER BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE CLAIMS AND BALLOTING AGENT BY TELEPHONE AT 855-331-7764 (TOLL-FREE WITHIN THE UNITED STATES OR CANADA) OR 1-949-208-9696 (INTERNATIONAL). THE CLAIMS AND BALLOTING AGENT IS NOT AUTHORIZED TO PROVIDE, AND WILL NOT PROVIDE, LEGAL OR FINANCIAL ADVICE.

**VOTING INFORMATION AND INSTRUCTIONS
FOR COMPLETING THIS MASTER BALLOT**

1. The Debtors are soliciting votes of Holders of Claims with respect to the Prepackaged Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Master Ballot or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Prepackaged Plan. **PLEASE READ THE PREPACKAGED PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS MASTER BALLOT.**
2. **The Bankruptcy Court may confirm the Prepackaged Plan and thereby bind the Beneficial Holders to the terms of the Prepackaged Plan, if it is accepted by the Holders of two-thirds in amount and more than one-half in number of Claims in each Impaired Class of Claims entitled to vote on the Prepackaged Plan. In the event the requisite acceptances are not obtained, the Bankruptcy Court may nevertheless confirm the Prepackaged Plan if it finds that the Prepackaged Plan accords fair and equitable treatment to the Class or Classes that have rejected the Prepackaged Plan and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. Please review the Disclosure Statement for more information.**
3. **Distribution of Solicitation Packages and Beneficial Holder Ballots.** You should immediately distribute the Solicitation Package to all Beneficial Holders of Prepetition ICO Bond Claims as of the Voting Record Date and take any action required to enable each such Beneficial Holders to vote timely the Claims that it holds. Any vote delivered to you by a Beneficial Holder shall not be counted for purposes of accepting or rejecting the Prepackaged Plan until you complete, sign and return this Master Ballot to the Claims and Balloting Agent, so that it is received by the Voting Deadline.
4. **Soliciting, Receiving and Compiling Votes.** You should solicit votes from your Beneficial Holder clients via the (a) delivery of duly completed Beneficial Holder Ballots or (b) conveyance of their vote on the Prepackaged Plan and decision to opt-out of the releases (or not) via e-mail, telephone, internet application, facsimile, voter information form, or other customary means of conveying such information.

If you are transmitting the votes of any Beneficial Holder other than yourself, you may either:

- (a) “Pre-validate” the individual Beneficial Holder Ballot contained in the Solicitation Package and then forward the Solicitation Package to the Beneficial Holder of the Claim for voting no later than five (5) Business Days after the receipt by such Nominee of the Solicitation Package, with the Beneficial Holder then returning the individual Beneficial Holder Ballot directly to the Claims and Balloting Agent in the return envelope to be provided in the Solicitation Package. A Nominee “pre-validates” a Beneficial Holder’s Ballot by signing the Beneficial Holder Ballot and including their Euroclear participant number; indicating the account number of the Beneficial Holder and the principal amount of Claims held by the Nominee for such Beneficial Holder accompanied by a medallion guarantee stamp certifying the Beneficial Holder’s position as of the Voting Record Date; and then forwarding the Beneficial Holder Ballot together with the Solicitation Package to the Beneficial Holder. The Beneficial Holder then completes the remaining information requested on the Beneficial Holder Ballot and returns the Beneficial Holder Ballot directly to the Claims and Balloting Agent. A list of the Beneficial Holders to whom “pre-

validated” Beneficial Holder Ballots were delivered should be maintained by Nominees for inspection for at least one year from the Effective Date; or

(b) No later than five (5) Business Days after receipt by such Nominee of the Solicitation Package, forward the Solicitation Package to the Beneficial Holder of the Claim for voting along with a return envelope provided by and addressed to the Nominee, with the Beneficial Holder then returning the individual Beneficial Holder Ballot to the Nominee. In such case, the Nominee will tabulate the votes of its respective owners on a Master Ballot that will be provided to the Nominee separately by the Claims and Balloting Agent, in accordance with any instructions set forth in the instructions to the Master Ballot, and then return the Master Ballot to the Claims and Balloting Agent. The Nominee should advise the Beneficial Holder to return their individual Beneficial Holder Ballots (or otherwise transmit their vote) to the Nominee by a date calculated by the Nominee to allow it to prepare and return the Master Ballot to the Claims and Balloting Agent so that the Master Ballot is actually received by the Claims and Balloting Agent on or before the Voting Deadline.

5. With regard to any Ballots returned to you by a Beneficial Holder, you must: (a) compile and validate the votes and other relevant information of each such Beneficial Holder on the Master Ballot using the customer name or account number assigned by you to each such Beneficial Holder; (b) execute the Master Ballot; (c) transmit the Master Ballot to the Claims and Balloting Agent; and (d) retain the Beneficial Holder Ballots in your files for a period of one year after the Effective Date. You may be ordered to produce the Beneficial Holder Ballots to the Debtors or the Bankruptcy Court.
6. Multiple Master Ballots may be completed and delivered to the Claims and Balloting Agent. Votes reflected by multiple Master Ballots will be counted except to the extent that they are duplicative of votes cast on other Master Ballots. If two or more Master Ballots are inconsistent, the latest-received properly executed valid Master Ballot received prior to the Voting Deadline will, to the extent of such inconsistency, supersede and revoke any prior Master Ballot. If more than one Master Ballot is submitted and the later Master Ballot(s) supplement(s) rather than supersede(s) the earlier Master Ballot(s), please mark the subsequent Master Ballot(s) with the words “Additional Vote” or such other language as you customarily use to indicate an additional vote that is not meant to revoke an earlier vote.
7. Each Beneficial Holder must vote its entire Prepetition ICO Bond Claim in Class 4 either to accept or reject the Prepackaged Plan. A Beneficial Holder may not split its votes.
8. If a Beneficial Holder casts more than one Beneficial Holder Ballot voting the same Claim prior to the deadline set by each Nominee, the last valid vote received (as determined by you) should be deemed to reflect such Beneficial Holder’s intent to either accept or reject the Prepackaged Plan.
9. The attached Master Ballot is not a letter of transmittal and may not be used for any purpose other than to transmit votes to accept or reject the Prepackaged Plan and elect to opt-out of the Third-Party Release. ***Holders of Prepetition ICO Bonds should not surrender certificates (if any) representing their Prepetition ICO Bonds at this time, and neither the Debtors nor the Claims and Balloting Agent will accept delivery of any such certificates transmitted together with a Master Ballot.***

10. This Master Ballot does not constitute and shall not be deemed a proof of claim or interest or an assertion of a Claim or Interest.
11. **The Master Ballot must be returned to the Claims and Balloting Agent so as to be actually received by the Claims and Balloting Agent on or before the Voting Deadline. The Voting Deadline is [February 25, 2025], at 5:00 p.m., prevailing Central Time.**
12. Please be sure to sign and date your Master Ballot. You should indicate that you are signing a Master Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity and, if required or requested by the Claims and Balloting Agent, must submit proper evidence to the requesting party to so act on behalf of such Beneficial Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Master Ballot.
13. If a Master Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the discretion of the Debtors. **Additionally, the following Master Ballots will not be counted:**
 - (a) Any Master Ballot that is illegible or contains insufficient information to permit the identification of the Nominee;
 - (b) Any Master Ballot cast by an entity that (i) does not have Beneficial Holder clients that are entitled to vote to accept or reject the Prepackaged Plan or (ii) is not otherwise entitled to cast a Master Ballot pursuant to the procedures described in any order of the Bankruptcy Court;
 - (c) Any Master Ballot that is not actually received by the Claims and Balloting Agent (by the Voting Deadline (unless, with the consent of the Plan Sponsor, the Debtors, determine otherwise or as permitted by the Court, as applicable));
 - (d) Any Master Ballot that does not contain an original signature (provided that signatures contained in Master Ballots submitted by electronic mail and “pre-validated” Beneficial Owner Ballots submitted by electronic mail will be deemed to be immediately legally effective);
 - (e) Any Master Ballot that does not contain an amount of claim denominated in U.S. currency;
 - (f) Any Master Ballot not marked to accept or reject the Prepackaged Plan or marked both to accept and reject the Prepackaged Plan;
 - (g) Any Master Ballot superseded by a later, timely submitted, valid, and properly executed Ballot;
 - (h) Any Master Ballot submitted via a method of delivery not set forth in the applicable Master Ballot;
 - (i) Any inconsistent or duplicate Master Ballots that are simultaneously cast with respect to the same Prepetition ICO Bond Claim;

- (j) any votes on a Master Ballot submitted by a Beneficial Holder who voted other Prepetition ICO Bond Claims in the same class differently; and
 - (k) any Beneficial Holder vote on a Master Ballot not marked to accept or reject the Prepackaged Plan or marked both to accept and reject the Prepackaged Plan.
14. The following additional rules shall apply to Master Ballots:
- (a) Votes cast by Beneficial Holders through a Nominee will be applied against the positions held by such entities holding the Class 4 Prepetition ICO Bond Claims as of the Record Voting Date, as evidenced by the record and depository listings;
 - (b) Votes submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Holder Ballot, will not be counted in excess of the record principal amount of the Class 4 Prepetition ICO Bond Claims held by such Nominee;
 - (c) To the extent that conflicting votes or “over-votes” are submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Holder Ballot, the Claims and Balloting Agent will attempt to reconcile discrepancies with the Nominee;
 - (d) To the extent that over-votes on a Master Ballot or pre-validated Beneficial Holder Ballot are not reconcilable prior to the preparation of the vote certification, the Claims and Balloting Agent will apply the votes to accept and reject the Prepackaged Plan in the same proportion as the votes to accept and reject the Prepackaged Plan submitted on the Master Ballot or pre-validated Beneficial Holder Ballots that contained the over-vote, but only to the extent of the Nominee’s amount of Class 4 Prepetition ICO Bond Claims; and
 - (e) For purposes of tabulating votes, each Beneficial Holder holding through a particular account will be deemed to have voted the principal amount relating to its holding in that particular account, although the Claims and Balloting Agent may be asked to adjust such principal amount to reflect the claim amount.
15. No fees or commissions or other remuneration will be payable to any broker, bank, dealer or other person in connection with this solicitation. Upon written request, however, the Debtor will reimburse you for customary mailing and handling expenses incurred by you in forwarding Solicitation Packages to your client(s).