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

In re:	Chapter 11
SHANNON WIND, LLC,	Case No. 26-90124 (ARP)
Debtor.[1]	

NOTICE OF POTENTIAL ASSUMPTION OR ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES

PLEASE READ THIS NOTICE CAREFULLY. YOU ARE RECEIVING THIS NOTICE BECAUSE YOU MAY BE A COUNTERPARTY TO A CONTRACT OR LEASE WITH THE DEBTOR AND YOUR RIGHTS MAY BE AFFECTED BY THE TRANSACTIONS DESCRIBED HEREIN.

PLEASE TAKE NOTICE OF THE FOLLOWING:

On January 25, 2026, Shannon Wind, LLC (the "**Debtor**"), the debtor and debtor in possession in the above-captioned chapter 11 case, filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court.[2]

On February 13, 2026, the Debtor filed a motion [ECF No. 55] (the "**Motion**") in the bankruptcy case to approve the sale of substantially all assets of the Debtor (the "**Assets**") free and clear of all liens, claims, encumbrances, and other interests under 11 U.S.C. § 363(f) and free and clear of any successor liability or similar claims or remedies of any kind.

On February 18, 2026, the Court entered an order [ECF No. 66] (the "**Bidding Procedures Order**") pursuant to which the Court authorized the Debtor to solicit bids and conduct the Auction for the Sale of the Assets in accordance with the Bidding Procedures.

Pursuant to the Bidding Procedures and the Bidding Procedures Order, the Debtor may potentially assume or assume and assign to the Successful Bidder one or more of those executory

[1] The last four digits of the Debtor's federal tax identification number are 3562. For the purpose of this chapter 11 case, the Debtor's address is 1920 McKinney Ave, Suite 950, Dallas, TX, 75201. Additional information regarding the Debtor's case can be found on the website of the Debtor's proposed claims and noticing agent at https://www.veritaglobal.net/shannon (the "**Claims Agent Website**").

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion and/or the Bidding Procedures Order.

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contracts and unexpired leases listed on **Schedule A** annexed hereto (collectively, the "**Potentially Assigned Agreements**" and each, a "**Potentially Assigned Agreement**"), pursuant to section 365 of the Bankruptcy Code.[3]

The Debtor has indicated on **Schedule A** annexed hereto the cure amounts, if any that the Debtor believes must be paid to cure any prepetition defaults and pay all amounts accrued under the Potentially Assigned Agreements (in each instance, the "**Cure Cost**").

Any party seeking to object to the validity of the Cure Cost as determined by the Debtor or otherwise assert that any other amounts, defaults, conditions or pecuniary losses must be cured or satisfied under any of the Potentially Assigned Agreements in order for such contract or lease to be assumed or assumed and assigned, must file an objection (the "**Contract Objection**") that (a) is in writing, (b) sets forth the specific monetary amount the objector asserts to be due, and the specific types of the alleged defaults, pecuniary losses, accrued amounts and conditions to assignment and the support therefor, (c) is filed with the Clerk of the Bankruptcy Court and (d) is served on counsel to the Debtor: Bradley Arant Boult Cummings LLP, 600 Travis Street, Suite 5600, Houston, Texas 77002, Attn: Jarrod B. Martin (jbmartin@bradley.com), James Bailey (jbailey@bradley.com) and Michael K. Riordan (mriordan@bradley.com) by no later than **4:00 p.m. (prevailing Central time) on May 4, 2026** (the "**Contract Objection Deadline**").

Upon the later of one business day of the conclusion of the Auction or **May 20, 2026**, the Debtor shall file a notice identifying the Successful Bidder and any Backup Bidder with the Bankruptcy Court and serve such notice as provided in the Bidding Procedures Order. The deadline for objecting to the assignment of the Potentially Assigned Agreements to such Successful Bidder on the basis of adequate assurance of future performance ("**Adequate Assurance Objection**") shall be **May 27, 2026 at 4:00 p.m.** (prevailing Central time) (the "**Adequate Assurance Objection Deadline**").

Unless adjourned in accordance with the Bidding Procedures Order, the Bankruptcy Court will conduct a hearing (the "**Sale Hearing**") to consider the Sale and proposed assumption or assumption and assignment of Potentially Assigned Agreements to the Successful Bidder on **June 3, 2026 at 9:00 a.m.** (prevailing Central time).

UNLESS A CONTRACT OBJECTION IS TIMELY AND PROPERLY FILED AND SERVED BEFORE THE CONTRACT OBJECTION DEADLINE OR AN ADEQUATE ASSURANCE OBJECTION IS TIMELY RAISED BEFORE THE ADEQUATE ASSURANCE OBJECTION DEADLINE, THE NON-DEBTOR PARTY TO A POTENTIALLY ASSIGNED AGREEMENT SHALL (A) BE FOREVER BARRED FROM OBJECTING TO THE CURE COST AND FROM ASSERTING ANY ADDITIONAL CURE OR OTHER AMOUNTS WITH RESPECT TO SUCH POTENTIALLY ASSIGNED AGREEMENT, AND THE DEBTOR AND THE SUCCESSFUL BIDDER(S) SHALL BE ENTITLED TO RELY SOLELY UPON THE CURE COST; (B) BE DEEMED TO HAVE CONSENTED TO ANY ASSUMPTION OR ASSUMPTION AND ASSIGNMENT OF SUCH POTENTIALLY ASSIGNED AGREEMENT; AND (C) BE FOREVER BARRED

[3] For the avoidance of doubt, the Potentially Assigned Agreements on Schedule A include all modifications, amendments, supplements, or restatements of such Potentially Assigned Agreements.

AND ESTOPPED FROM ASSERTING OR CLAIMING AGAINST THE DEBTOR OR THE SUCCESSFUL BIDDER(S) THAT ANY ADDITIONAL AMOUNTS ARE DUE OR OTHER DEFAULTS EXIST, THAT CONDITIONS TO ASSIGNMENT MUST BE SATISFIED UNDER SUCH POTENTIALLY ASSIGNED AGREEMENT OR THAT THERE IS ANY OBJECTION OR DEFENSE TO THE ASSUMPTION OR ASSUMPTION AND ASSIGNMENT OF SUCH POTENTIALLY ASSIGNED AGREEMENT.

IN ADDITION, THE PROPOSED CURE COST SET FORTH IN SCHEDULE A HERETO SHALL BE BINDING UPON THE NON-DEBTOR PARTIES TO THE POTENTIALLY ASSIGNED AGREEMENTS FOR ALL PURPOSES IN THIS CHAPTER 11 CASE AND WILL CONSTITUTE A FINAL DETERMINATION OF THE CURE COST REQUIRED TO BE PAID BY THE DEBTOR IN CONNECTION WITH ANY ASSUMPTION OR ASSUMPTION AND ASSIGNMENT OF THE POTENTIALLY ASSIGNED AGREEMENTS.

Where a non-Debtor counterparty to a Potentially Assigned Agreement timely and properly files an objection asserting a cure cost higher or different than the proposed Cure Cost, (the "**Disputed Cure Cost**"), then (a) the cure cost shall be as agreed between the parties or (b) to the extent the parties are unable to consensually resolve the dispute, then such objection will be adjudicated at the Sale Hearing or at such other date and time as may be determined by the Debtor or fixed by the Court with no less than seven (7) days' notice to the affected counterparties. An adjourned dispute over Disputed Cure Costs may be resolved after the closing of the Sale in the Debtor's and Successful Bidder's discretion. Notwithstanding the foregoing, if an objection relates solely to a Disputed Cure Cost, the applicable Potentially Assigned Agreement may be assumed or assumed and assigned by the Debtor and assigned to the Successful Bidder provided that the cure amount the non-Debtor counterparty asserts is required to be paid under section 365(b)(1)(A) and (B) of the Bankruptcy Code (or such lower amount as agreed to by the non-Debtor counterparty) is deposited in a segregated account by the Debtor pending the Court's adjudication of the Disputed Cure Cost or the parties' consensual resolution of the Disputed Cure Cost.

If you agree with the Cure Cost indicated on **Schedule A**, and otherwise do not object to the Debtor's assumption or assignment of your lease or contract, you need not take any further action.

The Debtor's decision to assume or assume and assign the Potentially Assigned Agreements is subject to Bankruptcy Court approval and consummation of the sale of the Assets.

Inclusion of any document on the list of Potentially Assigned Agreements shall not constitute or be deemed to be a determination or admission by the Debtor or the Successful Bidder(s) that such document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code, and all rights with respect thereto are being expressly reserved.

The Debtor and/or the Successful Bidder reserve the right, in their sole discretion, at any time prior to the closing of the Sale, to amend, modify, supplement, or delete any executory contract or unexpired lease from the list of contracts proposed to be assumed or assumed and assigned, notwithstanding the service of this notice or the inclusion of such

contract or lease in this notice or any prior notice or filing.

A Contract Objection shall not constitute an objection to the relief generally requested in the Motion to approve the sale of the Assets free and clear of all liens, claims, encumbrances, and other interests under 11 U.S.C. § 363(f) and free and clear of any successor liability or similar claims or remedies of any kind. Parties wishing to otherwise object to the relief requested in Motion or the Sale must file and serve a separate objection (a "**Sale Objection**"), stating with particularity such party's grounds for objection, on proposed counsel for the Debtor listed above no later than **May 4, 2026 at 4:00 p.m.** (prevailing Central time) **(**the "**Sale Objection Deadline**").

IF A SALE OBJECTION IS NOT FILED AND SERVED ON OR BEFORE THE SALE OBJECTION DEADLINE IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER, THE OBJECTING PARTY SHALL BE BARRED FROM OBJECTING TO THE SALE AND SHALL NOT BE HEARD AT THE SALE HEARING, AND THE BANKRUPTCY COURT MAY ENTER THE SALE ORDER WITHOUT FURTHER NOTICE TO SUCH PARTY.

ANY PARTY WHO FAILS TO TIMELY FILE AND SERVE AN OBJECTION TO THE MOTION BEFORE THE SALE OBJECTION DEADLINE SHALL BE DEEMED TO HAVE CONSENTED TO THE SALE AND TRANSFER OF THE ASSETS AND FOREVER BARRED FROM ASSERTING ANY OBJECTION TO SUCH SALE, INCLUDING WITH RESPECT TO THE SALE OF THE ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS THAT SUCH PARTY MAY HAVE AGAINST THE DEBTOR OR THE ASSETS.

Dated: March 23, 2026

Respectfully submitted,

BRADLEY ARANT BOULT CUMMINGS LLP
Jarrod B. Martin (TX Bar No. 24070221)
Michael K. Riordan (TX Bar No. 24070502)
600 Travis Street, Suite 5600
Houston, Texas 77002
Telephone: (713) 576- 0300
Facsimile: (713) 547-0301
Email: jbmartin@bradley.com
mriordan@bradley.com

-and-

James Bailey (TX Bar No. 24108289)
1819 Fifth Avenue N.
Birmingham, AL 35203
Telephone: (205) 521-8000
Facsimile: (205) 488-6913
Email: jbailey@bradley.com

-and-

/s/ Alexandra E. Dugan
Alexandra E. Dugan (admitted *pro hac vice*)
1221 Broadway, Suite 2400
Nashville, TN 37203
Telephone: (615) 252-4638
Facsimile: (615) 252-4705
Email: adugan@bradley.com

Counsel to Shannon Wind, LLC

Certificate of Service

I certify that on the date hereof, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas. Additionally, the foregoing document will be served as set forth in a forthcoming affidavit filed by the Debtor's Claims and Noticing Agent.

/s/ Alexandra E. Dugan
Alexandra E. Dugan

Schedule A

Contract Counterparty	Nature of Contract	Combined Address	Total Cure Amount
CAMS RENEWABLE SERVICES, LLC	ASSET MANAGEMENT AGREEMENT DATED MARCH 4, 2022	910 LOUISANA ST. Ste. 2400 HOUSTON, TX 77002	$0.00
GE VERNOVA	FULL SERVICE AGREEMENT DATED OCTOBER 1, 2019	1 RIVER ROAD SCHENECTADY, NY 12345	$0.00
TENASKA POWER SERVICES CO	AGREEMENT TO PROVIDE REP AND MARKETING SERVICES DATED MAY 25, 2015	14302 FNB PARKWAY OMAHA, NE 68154	$0.00
ERCOT	ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT DATED APRIL 4, 2013	8000 METROPOLIS DRIVE BUILDING E SUITE 100 AUSTIN, TX 78744	$0.00
RISK WORK	ERCOT NOGRR-245 COMPLIANCE EVALUATION DATED OCTOBER 3, 2025	220 ROXBURY LN NOBLESVILLE, IN 46062	$0.00
CUMMINGS WESTLAKE	PROPERTY TAX CONSULTING SERVICES DATED MARCH 11, 2026	16410 N. ELDRIDGE PKWY TOMBALL, TX 77377-9074	$0.00
PRAIRIE GROVE RANCH PARTNERSHIP, LLC	SURFACE LEASE	ATTN: MICHAEL GARRETT 1999 MCKINNEY AVE STE. 408 DALLAS, TX 75201	$22,991.96
ARTHUR H. LITTEKEN AND SHIRLEY D. LITTEKEN	SURFACE LEASE	ATTN: SHIRLEY LITTEKEN 377 LITTEKEN DRIVE WINDTHORST, TX 76389	$30,121.21
ROBERT E. STEINBERGER, SR. AND CAROLYN SUE COX STEINBERGER	SURFACE LEASE	ATTN: ROBERT STEINBERGER, SR. PO BOX 68 WINDTHORST, TX 76389	$5,094.28
ROBERT ALVIN SCHROEDER AND REBECCA LYNN SCHROEDER	SURFACE LEASE	ATTN: ROBERT SCHROEDER 317 SCHROEDER LANE WINDTHORST, TX 76389	$0.00

EDWARD C. MOER, JR. AND DEBRA K. MOER	SURFACE LEASE	ATTN: EDWARD MOER, JR. 2196 COBB RD WINDTHORST, TX 76389	$5,822.00
MICHAEL L. GARRETT AND ANTOINETTE I. GARRETT TRUSTEES OF THE GARRETT FAMILY TRUST	SURFACE LEASE	ATTN: MICHAEL GARRETT 1999 MCKINNEY AVE. STE 408 DALLAS, TX 75201	$1,277.32
DOUGLAS J. WOLF AND BETTY S. WOLF	SURFACE LEASE	ATTN: DOUGLAS WOLF 411 WOLF LANE WINDTHORST, TX 76389	$3,638.76
LLOYD A. WOLF, SR.	SURFACE LEASE	ATTN: LLOYD WOLF 1100 PARKER RD WICHITA FALLS, TX 76310	$3,638.76
JEROME T. HORN, VERGIE M. HORN AND KEVIN HORN	SURFACE LEASE	ATTN: JEROME HORN 219 VIRGIE LANE WINDTHORST, TX 76389	$2,910.96
KAYE SCHREIBER NICHOLS, BOB SCHREIBER AND PAULINE A. SCHREIBER	SURFACE LEASE	ATTN: KAYE NICHOLS 15823 FM 172 SCOTLAND, TX 76389	$2,910.96
TERRENCE LEE SCHROEDER AND SCOTTA LEA SCHROEDER	SURFACE LEASE	ATTN: TERRENCE SCHROEDER PO BOX 14 WINDTHORST, TX 76389	$2,910.96
CLETUS J. SCHROEDER AND DARLA J. SCHROEDER	SURFACE LEASE	ATTN: CLETUS SCHROEDER 2824 FM 2581 WINDTHORST, TX 76389	$2,183.24
DAVID LYNN JACKSON AND CHERYL DAWNE JACKSON	SURFACE LEASE	ATTN: DAVID JACKSON 3722 US HWY 287 S HENRIETTA, TX 76365	$1,455.52
MICHAEL DALE JACKSON AND JUDY KAY JACKSON	SURFACE LEASE	ATTN: MICHAEL JACKSON 19556 FM 1148 GRAHAM, TX 76450	$1,455.52

JIMMY M. HORN	SURFACE LEASE	ATTN: JIMMY HORN 219 VIRGIE LN WINDTHORST, TX 76389	$727.72
JOEY R. HORN AND JESSICA JUAN WANG	SURFACE LEASE	ATTN: JOEY HORN 219 VIRGIE LN WINDTHORST, TX 76389	$727.72
TEDDY W. CONRADY AND ADANNA J. CONRADY	SURFACE LEASE	ATTN: TEDDY CONRADY 1159 C BAR RD WINDTHORST, TX 76389	$0.00
SAFETY KLEEN	UTILITY AGREEMENT	42 LONGWATER DR NORWELL, MA 02061	$1,154.49
WASTE CONNECTION	UTILITY AGREEMENT	PO BOX 819 IOWA PARK, TX 76367-0819 DISTRICT NO. 5187	$241.06
J-A-C ELECTRIC COOPERATIVE, INC.	UTILITY AGREEMENT	1784 FM 172 Henrietta, TX 76365-7108	$0.00
WATERPRO INC.	UTILITY AGREEMENT	PO BOX 3277 LUBBOCK, TX 79452	$0.00
COMCELL COMMUNITY	UTILITY AGREEMENT	PO BOX 130 WINDTHORST, TX 76389-0130	$0.00
AFCO CREDIT CORPORATION	INSURANCE PROVIDER	150 N. FIELD DRIVE SUITE 190 LAKE FOREST, IL 60045	$0.00
MOORE-MCNEIL	INSURANCE PROVIDER	PO BOX 843164 DALLAS, TX 75284	$0.00
HOMELAND INSURANCE COMPANY OF NEW YORK	INSURANCE PROVIDER	ATTN: SAMANTHA DISABELLA 275 MADISON AVE STE 092 NEW YORK, NY 10016	$0.00
UNITED SPECIALTY UNDERWRITERS	INSURANCE PROVIDER	CO PPS SPECIALTY UNDERWRITERS INC c/o MONIKA JAHNKE 26895 ALISO CREEK RD NO B 70 ALISO VIEJO, CA 92656	$0.00

FEDERAL INSURANCE COMPANY (CHUBB)	INSURANCE PROVIDER	VICTORIA O'KEEFE 5400 LYNDON B JOHNSON FREEWAY STE 700 DALLAS TX, 75240	$0.00
FIRST INSURANCE	INSURANCE PROVIDER	450 SKOKIE BLVD STE 1000 NORTHBROOK, IL 60062	$0.00
ALLIANT INSURANCE SERVICES	INSURANCE BROKER AGREEMENT	125 HIGH STREET SUITE 2205 BOSTON, MA 02110	$0.00
WHITAKER SERVICES	LAWN CARE AND FENCING AGREEMENT	P.O. BOX 713 ARCHER CITY, TX 76351	$0.00
CAMS BLUEWIRE TECHNOLOGIES	TECHNICAL SUPPORT SERVICES AGREEMENT	910 LOUISANA ST. SUITE 2400 HOUSTON, TX 77002	$0.00
CAMS ESPARC	SPCC PLAN AGREEMENT	910 LOUISANA ST. SUITE 2400 HOUSTON, TX 77002	$0.00
DAVES BUG PRO LLC	WATER HAULING AGREEMENT	PO BOX 9486 WICHITA FALLS, TX 76308	$0.00
ESE PARTNERS LLC	PHASE 1 ENVIRONMENTAL SITE ASSESSMENT DATED DECEMBER 16, 2025	2002 WEST GRAND PKWY NORTH STE 140 KATY, TX 77449	$0.00
ONCOR ELECTRIC DELIVERY COMPANY, LLC	ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT DATED APRIL 4, 2013	ATTN: LES HALL 2233 B MOUNTAIN CREEK PARKWAY DALLAS, TX 75211-6711	$0.00
TEDDY W. CONRADY AND ADANNA J. CONRADY	EASEMENT	ATTN: TEDDY CONRADY 1159 C BAR RD WINDTHORST, TX 76389	$0.00
TEDDY W. CONRADY AND ADANNA J. CONRADY	LETTER AGREEMENT RE: EASEMENT	ATTN: TEDDY CONRADY 1159 C BAR RD WINDTHORST, TX 76389	$0.00