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]	

SUPPLEMENTAL 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 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.

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.

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 proposed 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 8, 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 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 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.

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Dated: April 24, 2026

Respectfully submitted,

BRADLEY ARANT BOULT CUMMINGS LLP
Jarrod B. Martin (TX Bar No. 24070221)
Michael K. Riordan (TX Bar No. 24070502)
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-and-

/s/ James B. Bailey
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-and-

Alexandra E. Dugan (admitted *pro hac vice*)
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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/ James B. Bailey
James B. Bailey

Schedule A

Contract Counterparty	Nature of Contract	Address	Total Cure Amount
BRAZOS ELECTRIC POWER COOPERATIVE, INC.	LETTER APPROVING LINE CROSSINGS ACROSS EASEMENT DATED JANUARY 16, 2015	ATTN: DON MCKELVAIN P.O. BOX 2585, WACO, TEXAS 76702-2585 7616 BAGBY AVE., WACO, TEXAS 76712	$0.00
COUNTY OF CLAY, TEXAS	LETTER FROM CLAY COUNTY COURTHOUSE DATED FEBRUARY 24, 2015	ATTN: COUNTY JUDGE, COUNTY OF CLAY, TEXAS 214 NORTH MAIN STREET HENRIETTA, TEXAS 76365	$0.00
EDWARD VEITENHEIMER SR.	LETTER OF NO OBJECTION DATED APRIL 16, 2015	ATTN: EDWARD VEITENHEIMER SR. 574 WYATT ROAD WINDTHORST, TEXAS 76389	$0.00
ENTERPRISE CRUDE PIPELINE, LLC	LETTER OF NO OBJECTION DATED MARCH 30, 2015	ATTN: JAY JOHNSON 9420 WEST SAM HOUSTON PARKWAY NORTH HOUSTON, TEXAS 77064-6317	$0.00
GENERAL ELECTRIC COMPANY	CONTRACT FOR SALE OF POWER GENERATION EQUIPMENT AND RELATED SERVICES DATED JULY 18, 2014	ATTN: ROBERT KARL 1 RIVER ROAD SCHENECTADY, NY 12345	$0.00
J-A-C ELECTRIC COOPERATIVE, INC.	LETTER OF NO OBJECTION DATED AUGUST 12, 2014	ATTN: MELVIN KIM HOOPER 1784 FM 172, HENRIETTA, TEXAS 76365	$0.00

MIDWAY INDEPENDENT SCHOOL DISTRICT	AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES DATED DECEMBER 19, 2013	ATTN: HOLLIS ADAMS MIDWAY INDEPENDENT SCHOOL DISTRICT 12142 STATE HWY 148 S HENRIETTA, TEXAS 76365	$0.00
ONCOR ELECTRIC DELIVERY COMPANY LLC	ENCROACHMENT ON EASEMENT (DISTRIBUTION) DATED DECEMBER 26, 2014	ATTN: LES HALL 2233 B MOUNTAIN CREEK PARKWAY DALLAS, TX 75211-6711	$0.00
ONCOR ELECTRIC DELIVERY COMPANY LLC	ENCROACHMENT ON EASEMENT (TRANSMISSION) DATED DECEMBER 16, 2014	ATTN: LES HALL 2233 B MOUNTAIN CREEK PARKWAY DALLAS, TX 75211-6711	$0.00
TENASKA POWER SERVICES CO.	AGREEMENT TO PROVIDE QSE AND ENERGY MANAGEMENT SERVICES DATED JUNE 29, 2015	ATTN: DIRECTOR, CONTRACT ADMINISTRATION 1701 EAST LAMAR BOULEVARD, SUITE 100, ARLINGTON, TEXAS 76006	$0.00
TENASKA POWER SERVICES CO.	ISDA MASTER AGREEMENT DATED JUNE 29, 2015	ATTN: DIRECTOR, CONTRACT ADMINISTRATION 1701 E. LAMAR BOULEVARD, SUITE 100 ARLINGTON, TX 76006	$0.00
TENASKA POWER SERVICES CO.	ACCOUNT CONTROL AGREEMENT DATED JUNE 29, 2015	ATTN: DIRECTOR, CONTRACT ADMINISTRATION 1701 E. LAMAR BOULEVARD, SUITE 100 ARLINGTON, TX 76006	$0.00