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 FILING OF AMENDED COMBINED DISCLOSURE STATEMENT AND CHAPTER 11 PLAN

PLEASE TAKE NOTICE THAT on April 10, 2026, Shannon Wind, LLC (the "**Debtor**"), the debtor and debtor in possession in the above-captioned chapter 11 case, filed its *Combined Disclosure Statement and Chapter 11 Plan* (the "**Combined Disclosure Statement and Plan**") at Docket No. 128.

PLEASE TAKE NOTICE THAT on April 22, 2026, the Court entered its order at Docket No. 138 conditionally approving the Disclosure Statement (as defined in the Combined Disclosure Statement and Plan) for solicitation purposes (the "**Conditional Approval and Procedures Order**").

PLEASE TAKE NOTICE THAT on April 27, 2026, the Debtor filed the *Amended Combined Disclosure Statement and Chapter 11 Plan* (the "**Amended Combined Disclosure Statement and Plan**") at Docket No. 141 that will be served as the solicitation version of the Debtor's proposed disclosure statement and plan. A changed-pages only redline of the Amended

[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**").

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Combined Disclosure Statement and Plan marked against the Combined Disclosure Statement and Plan is attached hereto as **Exhibit A**.

PLEASE TAKE NOTICE THAT parties in interest should refer to the Conditional Approval and Procedures Order and the Claims Agent Website for further information regarding the deadlines for raising any objections to the Amended Combined Disclosure Statement and Plan and the scheduled Combined Hearing.

Dated: April 27, 2026

Respectfully submitted,

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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

EXHIBIT A

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

In re:	)	Chapter 11
SHANNON WIND, LLC,	)	Case No. 26-90124 (ARP)
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AMENDED COMBINED DISCLOSURE STATEMENT AND CHAPTER 11 PLAN

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1.31. "***Claims Objection Deadline***" means the deadline for objecting to a Claim, which shall be on the date that is the later of (a) 180 days after the Effective Date and (b) such other deadline as may be specifically fixed by the Plan Administrator, or by an order of the Bankruptcy Court for objecting to such Claims, including any order of the Bankruptcy Court extending any deadline to object to Claims under this Plan.

1.32. "***Claims Register***" means the official register of Claims maintained by the Claims Agent.

1.33. "***Class***" means a category of Claims or Interests established under Article III of this Plan pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code.

1.34. "***Collateral***" means any property, wherever located, or interest in property of the Estate subject to a Lien to secure the payment or performance of a Claim.

1.35. **"*Collateral Agreements***" means all agreements, instruments, and documents by or among any of the Debtor, the Prepetition Secured Parties, Holdings, and any other party, that provide for, evidence, implement, or perfect a Lien or other security interest in property of the Debtor to secure the payment or performance of the Prepetition Secured Obligations.

1.36. "***Combined Disclosure Statement and Plan***" means this combined disclosure statement and chapter 11 plan, including, without limitation, all exhibits, supplements, appendices, and schedules hereto, either in their present form or as the same may be altered, amended, or modified from time to time.

1.37. **"*Conditional Approval and Procedures Order***" means the *Order (I) Conditionally Approving the Adequacy of the Disclosure Statement, (II) Approving the Solicitation Procedures and Solicitation Packages, (III) Scheduling a Combined Hearing, (IV) Establishing Procedures for Objecting to the Plan, (V) Approving the Form, Manner, and Sufficiency of Notice of The Combined Hearing, and (VI) Granting Related Relief* [ECF No. —138].

1.38. "***Confirmation Date***" means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court.

1.39. "***Confirmation Hearing***" means a hearing to be held by the Bankruptcy Court regarding confirmation of this Plan, as such hearing may be adjourned or continued from time to time.

1.40. "***Confirmation Order***" means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code, as may be amended, modified, or supplemented from time to time, which shall be in form and substance reasonably acceptable to CEI.

1.41. **"*Credit Documents***" means, collectively, the Senior Secured Promissory Note, the Energy Hedge Agreements, and the Collateral Agreements.

1.120. "***Proof of Interest***" means a proof of Interest filed by a Holder of any Interest in the Debtor in the Chapter 11 Case.

1.121. "***Related Parties***" means collectively with respect to any Person or Entity, each of, and in each case solely in its capacity, such Person's or Entity's predecessors, successors, assigns and present and former Affiliates (whether by operation of law or otherwise) and subsidiaries, and each of their respective current and former officers, directors, principals, employees, shareholders, members (including ex officio members and managing members), managers, managed accounts or funds, management companies, fund advisors, advisory or subcommittee board members, partners, agents, financial advisors, attorneys, accountants, investment bankers, investment advisors, consultants, representatives, and other professionals, and any Person or Entity claiming by or through any of them, including such Related Parties' respective heirs, executors, estates, servants, and nominees.

1.122. "***Release Objection"*** means an objection to the releases set forth in Article XIII of this Plan filed by any Holders of Claims or Interests prior to the deadline to object to confirmation of the Plan.

1.123. "***Released Parties***" means, collectively, and each solely in its capacity as such: (a) the Debtor, its Estate, and the Reorganized Debtor; (b) the Plan Administrator, including as trustee on behalf of the Liquidation Trust; (c) the Prepetition Secured Parties; (d) the CRO; (e) the Independent Manager; (f) Professional Persons retained by the Debtor; and (g) solely with respect to (b) through (f), each of such parties' Affiliates and Related Parties.

1.124. "***Releasing Parties***" means, collectively, and each solely in its capacity as such: (a) the Debtor, its Estate, and the Reorganized Debtor; (b) the Plan Administrator, including as trustee on behalf of the Liquidation Trust; (c) the Prepetition Secured Parties; (d) the CRO; (e) the Independent Manager; (~~e~~f) the Successful Bidder; and (~~f~~g) all Holders of Claims or Interests that (i) vote to accept or reject the Plan and do not timely make the Third-Party Release Opt-Out Election by checking the relevant box on their Ballots or submitting a Third-Party Release Opt-Out Form, thereby indicating such Holders' decision not to participate in the releases set forth in Article XIII of the Plan; (ii) are deemed to accept or reject the Plan and either do not timely make the Third-Party Release Opt-Out Election by submitting the Third-Party Release Opt-Out Form or do not file a Release Objection; (iii) do not vote to accept or reject the Plan, and either do not timely make the Third-Party Release Opt-Out Election by submitting the Third-Party Release Opt-Out Form or do not file a Release Objection; and (iv) all unimpaired creditors of the Debtor who either do not timely make the Third-Party Release Opt-Out Election by submitting the Third-Party Release Opt-Out Form or file a Release Objection.

1.125. "***Reorganized Debtor***" means on or after the Effective Date, the Debtor, as reorganized pursuant to this Plan pursuant to the New Equity Transaction, or any successors thereto, by merger, consolidation, reorganization or otherwise.

1.126. "***Restructuring Transactions***" means either (a) the New Equity Transaction or (b) the Sale Transaction, or (c) both the New Equity Transaction and the Sale Transaction, as the context requires.

Time, as the last date and time for each governmental unit to file Proofs of Claim against the Debtor.

- **Rejection Damages Bar Date**. Solely as to claims arising from the Debtor's rejection of executory contracts and unexpired leases, the later of (a) the Claims Bar Date or the Governmental Bar Date, as applicable, and (b) 5:00 p.m., prevailing Central Time, on the date that is 30 days following entry of the order approving the Debtor's rejection of the applicable executory contract or unexpired lease as the last date and time by which claimants holding claims based upon such rejection must file Proofs of Claim against the Debtor.

- **Amended Schedules Bar Date**. In the event that the Debtor amends its Schedules, the later of (a) the Claims Bar Date or the Governmental Bar Date, as applicable, and (b) 5:00 p.m., prevailing Central Time, on the date that is 30 days from the date on which the Debtor serves notice of the amendment of the Schedules, as the last date and time by which claimants holding claims affected by the amendment must file Proofs of Claim against the Debtor

ARTICLE VI.
CONFIRMATION AND VOTING PROCEDURES

6.1. *Confirmation Procedure.*

On ~~[__]~~April 22, 2026, the Bankruptcy Court entered the Conditional Approval and Procedures Order conditionally approving the Combined Disclosure Statement and Plan for solicitation purposes only and authorizing the Debtor to solicit votes to accept or reject the Plan. The Confirmation Hearing has been scheduled for ~~[__]~~**June 3, 2026 at ~~[__]~~9:00 a.m. (prevailing Central Time)** to consider (a) final approval of the Combined Disclosure Statement and Plan as providing adequate information pursuant to section 1125 of the Bankruptcy Code and (b) confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code. The Confirmation Hearing may be adjourned from time to time by the Debtor without further notice, except for an announcement of the adjourned date made at the Confirmation Hearing or by filing a notice with the Bankruptcy Court.

6.2. *Procedure for Objections.*

Any objection to final approval of the Combined Disclosure Statement and Plan as providing adequate information pursuant to section 1125 of the Bankruptcy Code and/or confirmation of the Plan must (i) be made in writing; (ii) state the name and address of the objecting party and the nature of the Claim or Interest of such party; (iii) state with particularity the legal and factual basis and nature of any objection to the Combined Disclosure Statement and Plan; and (iv) be filed with the Bankruptcy Court, together with proof of service, and served so that they are received on or before ~~[__]~~**May 27, 2026 at 4:00 p.m. (prevailing Central Time)** by the following parties: (a) the Debtor; (b) counsel to the Debtor: Bradley Arant Boult Cummings LLP, 600 Travis Street, Suite 5600, Houston, TX 77002, Attn: Jarrod Martin (jbmartin@bradley.com), Michael Riordan (mriordan@bradley.com) and James Bailey

required to be made to or on behalf of such Holder pursuant to this Plan unless and until such Holder has made arrangements satisfactory to the Plan Administrator, the Disbursing Agent or the Claims Agent, as applicable, for the payment and satisfaction of such tax obligations or has, to their satisfaction, established an exemption therefrom.

9.14. ***Claims Paid or Payable by Third Parties***

(a) Claims Paid by Third Parties

The Debtor or Plan Administrator, as applicable, shall reduce in full an Allowed Claim, and such Claim shall be Disallowed without a Claim objection having to be filed and without any further notice to or action, order, or approval of the Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not the Debtor, the Liquidation Trust, or the Plan Administrator; provided that the Debtor or Plan Administrator, as applicable, shall provide 21 days' notice to the Holder prior to any disallowance of such Claim during which period the Holder may object to such disallowance, and if the parties cannot reach an agreed resolution, the matter shall be decided by the Court. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a distribution on account of such Claim and thereafter receives payment from a party that is not the Debtor, the Liquidation Trust, or the Plan Administrator on account of such Claim, such Holder shall, within 14 days of receipt thereof, repay or return the distribution to the Debtor, the Liquidation Trust, or the Plan Administrator, as applicable, to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the Petition Date. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the Debtor, the Liquidation Trust, or the Plan Administrator, as applicable, annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the 14-day grace period specified above until the amount is repaid.

(b) Claims Payable by Insurers

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtor's insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtor's insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim shall be expunged without a Claim objection having to be filed and without any further notice to or action, order, or approval of the Court.

If an applicable insurance policy has a self insured retention ("***SIR***") or a deductible, the Holder of an Allowed Claim that is payable pursuant to such insurance policy, upon the Allowance of such Claim, shall have an Allowed General Unsecured Claim against the Debtor up to the amount of the SIR or deductible amount that may be established upon the liquidation of the Claim, and such Holder's recovery from the Debtor, shall be solely in the form of its distribution on account of such Allowed General Unsecured Claim under this Plan. Such SIR shall be considered satisfied pursuant to this Plan through allowance of the General Unsecured Claim solely up to the amount of the applicable SIR or deductible, if any; provided, however,

that nothing herein obligates the Debtor, Wind Down Debtor, or any of their successors or assigns to satisfy any SIR under any insurance policy, including any D&O Liability Insurance Policies. Any recovery on account of the Claim in excess of the SIR or the deductible established upon the liquidation of the Claim shall be recovered solely from the Debtor's insurance coverage, if any, and only to the extent of available insurance coverage and any proceeds thereof. For the avoidance of doubt, nothing herein or in the Confirmation Order shall modify or impair any of the Debtor's insurers' rights to be reimbursed or paid in the ordinary course according to the terms of the applicable insurance policy, including, without limitation, with respect to any amounts owed to such insurers under an applicable SIR. Nothing in this Plan shall be construed to limit, extinguish, expand, or diminish the insurance coverage that may exist or shall be construed as a finding that liquidated any Claim payable pursuant to an insurance policy. Nothing herein relieves any Entity from the requirement to timely file a Proof of Claim by the applicable Bar Date.

(c) Applicability of Insurance Policies

Nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtor or any Entity may hold against any insurers under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

ARTICLE X.
PROCEDURES FOR RESOLVING CLAIMS

10.1. ***Claims Process.***

Except as otherwise required by order of the Bankruptcy Court, Holders of Claims must file Proofs of Claim with the Claims Agent or the Bankruptcy Court and shall be subject to the Bankruptcy Court claims process as set forth in this Plan and/or Confirmation Order.

10.2. ***Objections to Claims.***

Other than with respect to Fee Claims, only the Plan Administrator and Wind Down Debtor, as applicable, shall be entitled to object to Claims on and after the Effective Date, except that nothing herein shall be understood to waive the Reorganized Debtor's, Plan Administrator's, or the Wind Down Debtor's right to argue that a Claim filed against the Debtor has been discharged under the Plan. Any objections to Claims (other than Administrative Expense Claims) shall be served and filed on or before the later of: (a) one hundred eighty (180) days following the later of (x) the Effective Date and (y) the date that a Proof of Claim is filed or amended or a Claim is otherwise asserted or amended in writing by or on behalf of a Holder of such Claim; and (b) such other date as may be fixed by the Bankruptcy Court, whether fixed before or after the date specified in clause (a) hereof. From and after the Effective Date, either the Plan Administrator or the Wind Down Debtor, as applicable, may settle or compromise any Disputed Claim without approval of the Bankruptcy Court.

regarding a Debtor's, Reorganized Debtor's, Plan Administrator's, or Liquidation Trust's liability under an assumed Executory Contract or Unexpired Lease, the Reorganized Debtor or Plan Administrator, as applicable, shall be authorized to move to have such dispute heard by the Bankruptcy Court pursuant to Article XIV.

11.6. ***Insurance Policies.***

All of the Debtor's insurance policies (including all D&O Liability Insurance Policies) and any agreements, documents, or instruments relating thereto, are treated as and deemed to be Executory Contracts under the Plan. On the Effective Date, the Debtor shall be deemed to have assumed for the benefit of the Estate and the Liquidation Trust all insurance policies and any agreements, documents, and instruments related thereto ~~for the benefit of the Estate and the Liquidation Trust~~that have not been previously rejected or the subject of a motion to reject. Following the Effective Date, the Plan Administrator shall have all rights to enforce the terms of any of the Debtor's insurance policies.

11.7. ***Modifications, Amendments, Supplements, Restatements, or Other Agreements.***

Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and Executory Contracts and Unexpired Leases related thereto, if any, including easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtor during the Chapter 11 Case shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

11.8. ***Nonoccurrence of Effective Date.***

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

ARTICLE XII.
CONDITIONS PRECEDENT TO CONSUMMATION OF THE PLAN

12.1. ***Conditions Precedent to Confirmation.***

Confirmation of this Plan is subject to the satisfaction or waiver of the following conditions:

consummate a transaction of the type contemplated by this Plan to the extent not otherwise listed above.

12.3. ***Satisfaction and Waiver of Conditions Precedent.***

Except as otherwise provided herein, any actions taken on the Effective Date shall be deemed to have occurred simultaneously and no such action shall be deemed to have occurred prior to the taking of any other such action. Any of the conditions set forth in Section 12.1 and Section 12.2 of this Plan may be waived in whole or part upon agreement by the Debtor and the Prepetition Secured Parties, and as the case may be, without notice and a hearing, and the Debtor's benefits under any "mootness" doctrine, but only to the extent applicable, shall be unaffected by any provision hereof. The failure to assert the non-satisfaction of any such conditions shall not be deemed a waiver of any other rights hereunder, and each such right shall be deemed an ongoing right that may be asserted or waived (as set forth herein) at any time or from time to time.

12.4. ***Effect of Failure of Conditions.***

If all of the conditions to effectiveness have not been satisfied (as provided in Section 12.1 and Section 12.2 hereof) or duly waived (as provided in Section 12.3 hereof) and the Effective Date has not occurred on or before the first Business Day that is more than 30 days after the Confirmation Date, or by such later date as set forth by the Debtor, in consultation with the Prepetition Secured Parties, in a notice filed with the Bankruptcy Court prior to the expiration of such period, then this Plan shall be null and void in all respects. If the Confirmation Order is vacated pursuant to this Section 12.4, this Plan shall be null and void in all respects, the Confirmation Order shall be of no further force or effect, no distributions under this Plan shall be made, the Debtor and all Holders of Claims and Interests shall be restored to the *status quo ante* as of the day immediately preceding the Confirmation Date as though the Confirmation Date had never occurred, and upon such occurrence, nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims against or Interests in the Debtor; (b) prejudice in any manner the rights of the Holder of any Claim against or Interest in the Debtor; or (c) constitute an admission, acknowledgment, offer or undertaking by of the Debtor or any other Person with respect to any matter set forth in the Plan.

12.5. ***Binding Effect.***

Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code and subject to the occurrence of the Effective Date, on and after the Confirmation Date, the provisions of this Plan shall bind any Holder of a Claim against, or Interest in, the Debtor and inure to the benefit of and be binding on such Holder's respective successors and assigns, whether or not the Claim or Interest of such Holder is impaired under this Plan and whether or not such Holder has accepted this Plan.

The requirements under Bankruptcy Rule 3020(e) that an order confirming a plan is stayed until the expiration of fourteen days after entry of the order shall be waived by the Confirmation Order. The Confirmation Order shall take effect immediately and shall not be

stayed pursuant to the Bankruptcy Code, Bankruptcy Rules 3020(e), 6004(h), 6006(d), or 7062 or otherwise.

12.6. ***Substantial Consummation.***

Substantial consummation of this Plan under Bankruptcy Code section 1101(2) shall be deemed to occur on the Effective Date.

ARTICLE XIII.
RELEASE, INJUNCTION, AND RELATED PROVISIONS

13.1. ***Discharge of Claims and Termination of Equity Interests; Compromise and Settlement of Claims, Equity Interests, and Controversies.***

Pursuant to and to the fullest extent permitted by section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in full and final satisfaction, settlement, release, and discharge, effective as of the Effective Date, of all Equity Interests and Claims of any nature whatsoever, including any interest accrued on Claims from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against the Debtor, the Reorganized Debtor or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims or Equity Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, 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 or Proof of Interest is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim is Allowed; or (3) the Holder of such Claim or Equity Interest has accepted the Plan. Except as otherwise provided herein, any default by the Debtor with respect to any Claim that existed immediately prior to or on account of the filing of the Chapter 11 Case shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring, except as otherwise expressly provided in the Plan. For the avoidance of doubt, (i) nothing in this Section 13.1 shall affect the rights of Holders of Claims to seek to enforce the Plan, including the distributions to which Holders of Allowed Claims are entitled under the Plan, and (ii) notwithstanding any other Plan provision to the contrary, in the event a Sale Transaction is consummated, the Debtor shall not receive a discharge, pursuant to section 1141(d)(3) of the Bankruptcy Code.

In consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the

Respectfully submitted,

Dated: April ~~10~~27, 2026

SHANNON WIND, LLC

/s/ John Shepherd
Name: John Shepherd
Title: Chief Restructuring Officer