Docket #0152 Date Filed: 05/01/2026

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 SCHEDULE SUPPLEMENT TO STALKING HORSE AGREEMENT

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On January 25, 2026, Shannon Wind, LLC (the "**Debtor**"), filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of Texas (the "**Court**"). The Debtor is authorized to continue to operate its business and manage its properties as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. On February 13, 2026, the Debtor filed a motion seeking approval of certain procedures for the sale of substantially all of the Debtor's assets or the Debtor's equity in a bankruptcy plan [Docket No. 55] (the "**Bidding Procedures**"). The Court entered an order approving the Bidding Procedures on February 18, 2026 [Docket No. 66] (the "**Bidding Procedures Order**").

3. Pursuant to the Bidding Procedures Order, the Debtor is authorized, in consultation with the Consultation Parties,[2] to (a) designate a stalking horse bidder (the "**Stalking Horse Bidder**"), whose Qualified Bid shall serve as the stalking horse bid and (b) agree to Bid Protections, in each case, subject to Court approval.

4. On April 29, 2026, 1370 Clean Energy LLC (the "**Purchaser**") delivered to the Debtor an Asset Purchase Agreement by and among the Purchaser and the Debtor (as amended, supplemented, or otherwise modified by the parties thereto, and including the exhibits, schedules or attachments thereto, the "**Stalking Horse Agreement**") that had been executed by the Purchaser.

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[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.

[2] Capitalized terms used but not defined in this summary have the meanings assigned to them in the Bidding Procedures Order or the Stalking Horse Agreement, as applicable.

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5. The Debtor, in consultation with the Consultation Parties, determined to designate the Purchaser as the Stalking Horse Bidder and the Stalking Horse Agreement as the Stalking Horse Bid.

6. Accordingly, pursuant to the Bidding Procedures Order, on April 30, 2026, the Debtor filed the *Notice of Filing of Stalking Horse Designation* [Docket No. 146] (the "**Stalking Horse Designation Notice**") including, the material terms of the Stalking Horse Agreement and an executed copy of the Stalking Horse Agreement.

7. Subsequent to filing of the Stalking Horse Designation Notice, Debtor and the Stalking Horse Bidder have agreed to the terms of the Schedule Supplement to Stalking Horse Agreement, in the form attached hereto as **Exhibit A**.

8. As provided in the Bidding Procedures Order and Stalking Horse Designation Notice, objections to the Debtor's designation of the Stalking Horse Bid, approval of the Bid Protections, and entry into the Stalking Horse Agreement must (a) be in writing, (b) comply with the applicable provisions of the Bankruptcy Rules, Local Rules, and Bidding Procedures, (c) state with particularity the legal and factual basis for the objection and the specific grounds therefor, and (d) be filed with the Court via ECF by no later than **May 5, 2026 at 4:00 p.m. (CT).**

9. If no timely objection is filed, the Debtor will submit a certification to the Court requesting entry of the Stalking Horse Approval Order in the form attached to the Stalking Horse Designation Notice without further notice or hearing.

[*The remainder of this page is intentionally left blank.*]

Dated: May 1, 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

Schedule Supplement to Stalking Horse Agreement

SCHEDULE SUPPLEMENT

TO

ASSET PURCHASE AGREEMENT

by and between

1370 CLEAN ENERGY LLC,

as Purchaser

and

SHANNON WIND, LLC,

as Seller

DATED AS OF APRIL 30, 20216

EXPLANATORY STATEMENT

The following schedule supplement (this "**Schedule Supplement**") supplement and amend the original "**Disclosure Schedules**", dated April 29, 2026 ("**Execution Date**") to the Asset Purchase Agreement dated of even date therewith (the "**Agreement**") with respect to certain matters arising after the Execution Date, or of which the Seller has become aware of after the Execution Date. The sections of the Schedule Supplement correspond to certain section references contained in the Agreement by and between 1370 Clean Energy LLC, a Delaware series limited liability company ("**Purchaser**") and Shannon Wind, LLC, a Delaware limited liability company ("**Seller**"). The Purchaser and Seller may sometimes be referred to herein individually as a "Party", and collectively as the "Parties".

Capitalized terms not otherwise defined in these Schedule Supplement shall have the same meanings as assigned to them in the Agreement or the Disclosure Schedule, and this Schedule Supplement shall be interpreted in accordance with the other definitional provisions as set out in Section 9.1 of the Agreement. The specific disclosures set forth in this Schedule Supplement have been organized to correspond to Section references in the Agreement to which each of the disclosures relate.

This Schedule Supplement and the Disclosure Schedules shall constitute the entire Disclosure Schedules of Seller. Where a conflict exists between this Schedule Supplement and the Disclosure Schedule, this Schedule Supplement shall prevail.

Nothing in this Schedule Supplement is intended to broaden the scope of any representation or warranty contained in the Agreement or to create any covenant. Inclusion of any item in this Schedule Supplement (1) does not represent a determination that such item is material or establish a standard of materiality, (2) does not represent a determination that such item did not arise in the ordinary course of business, and (3) shall not constitute, or be deemed to be, an admission to any third party concerning such item, unless, in each instance, specifically set forth as such. This Schedule Supplement includes brief descriptions or summaries of certain agreements and instruments. Such descriptions do not purport to be comprehensive and are qualified in their entirety by reference to the text of the documents described, true and complete copies of which have been provided or made available to Purchaser or its counsel or representatives. The information provided herein is being provided solely for the purpose of making disclosures under the Agreement. In disclosing this information, Seller does not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed herein.

Section 3.3

Conflicts; Consents

Section 3.3 of the Disclosure Schedules are hereby amended and restated as follows:

(iii)

1. That certain Account Control Agreement, dated June 29, 2015, by and among Shannon Wind, LLC, Tenaska Power Services Co., Citibank N.A., and Wilmington Trust National Association.

2. That certain ERCOT Standard Generation Interconnection Agreement, dated April 4, 2013, by and between South Clay Wind Farm, LLC and Oncor Electric Delivery Company, LLC, as assigned to Shannon Wind, LLC pursuant to that certain Assignment of ERCOT Standard Generation Interconnection Agreement and Generation Interconnection Study Reports, dated November 4, 2014, by and among South Clay Wind Farm, LLC, Shannon Wind, LLC and Oncor Electric Delivery Company, LLC, and as amended by that certain Amendment No. 1, dated October 21, 2013, that certain Amendment No. 2, dated June 2, 2014, and that certain Amendment No. 3, dated July 1, 2022.

3. That certain Agreement to Provide QSE and Energy Management Services, dated June 29, 2015, by and between Shannon Wind, LLC and Tenaska Power Services Co., including that certain Guarantee of Tenaska Energy, Inc. and Tenaska Energy Holdings, LLC, dated June 27, 2015, by Tenaska Energy, Inc. and Tenaska Energy Holdings, LLC in favor of Shannon Wind, LLC.

(iv)

1. That certain Full Service Agreement dated October 1, 2019, by and between General Electric International, Inc. (now known as GE Vernova International LLC) and Shannon Wind, LLC as amended by that certain Amendment No. 1 to the Full Service Agreement, dated May 27, 2020, and that certain Amendment No. 2 to the Full Service Agreement, dated August 1, 2022.

2. That certain Contract for the Sale of Power Generation Equipment and Related Services, dated July 18, 2014, by and between General Electric Company and Shannon Wind, LLC, as amended by that certain First Amendment to Contract for the Sale of Power Generation Equipment and Related Services, dated December 25, 2014, that certain Second Amendment to Contract for the Sale of Power Generation Equipment and Related Services, dated April 8, 2015 (effective as of March 31, 2015), that certain Third Amendment to Contract for the Sale of Power Generation Equipment and Related Services, dated May 7, 2015 (effective as of April 30, 2015), that certain Fourth Amendment to Contract for the Sale of Power Generation Equipment and Related

Services, dated June 10, 2015, and that certain Fifth Amendment to Contract for the Sale of Power Generation Equipment and Related Services, dated June 11, 2015.

3. That certain Agreement to Provide REP and Marketing Services, dated May 25, 2015, by and between Shannon Wind, LLC, as customer, and Tenaska Power Services Co., as service provider.

4. That certain Agreement to Provide QSE and Energy Management Services, dated June 29, 2015, by and between Shannon Wind, LLC and Tenaska Power Services Co., including that certain Guarantee of Tenaska Energy, Inc. and Tenaska Energy Holdings, LLC, dated June 27, 2015, by Tenaska Energy, Inc. and Tenaska Energy Holdings, LLC in favor of Shannon Wind, LLC.

5. That certain ERCOT Standard Generation Interconnection Agreement, dated April 4, 2013, by and between South Clay Wind Farm, LLC and Oncor Electric Delivery Company, LLC, as assigned to Shannon Wind, LLC pursuant to that certain Assignment of ERCOT Standard Generation Interconnection Agreement and Generation Interconnection Study Reports, dated November 4, 2014, by and among South Clay Wind Farm, LLC, Shannon Wind, LLC and Oncor Electric Delivery Company, LLC, and as amended by that certain Amendment No. 1, dated October 21, 2013, that certain Amendment No. 2, dated June 2, 2014, and that certain Amendment No. 3, dated July 1, 2022.

6. That certain ISDA Master Agreement, dated June 29, 2015, by and between Tenaska Power Services Co. and Shannon Wind, LLC, including that certain ISDA Schedule to the ISDA Master Agreement, dated June 29, 2015, between Tenaska Power Services Co. and Shannon Wind, LLC (as supplemented by that certain ISDA Credit Support Annex to the Schedule to the ISDA Master Agreement, dated June 29, 2015, between Tenaska Power Services Co. and Shannon Wind, LLC).