Docket #0187 Date Filed: 05/20/2026

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 FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT by order dated April 22, 2026 [Docket No. 138] (the "**Order**"), the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**Court**") conditionally approved the disclosure statement (as amended, modified, or supplemented from time to time, the "**Disclosure Statement**")[2] embodied in the *Amended Combined Disclosure Statement and Chapter 11 Plan* [Docket No. 141] (the "**Combined Disclosure Statement and Plan**") as constituting adequate information within the meaning of section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "**Bankruptcy Code**") and approved certain procedures for solicitation of the Combined Disclosure Statement and Plan and for raising any objections thereto.

PLEASE TAKE FURTHER NOTICE THAT as contemplated by the Plan and the Order, the Debtor hereby provides notice of the filing of the Plan Supplement with the Court, including the following:

Exhibit	Document
A	Schedule of Retained Causes of Action
B	Plan Assumed Contracts List
C	Wind Down Budget
D	Liquidation Analysis
E	Liquidation Trust Agreement [to be filed before Combined Hearing]

PLEASE TAKE FURTHER NOTICE THAT the documents contained in the Plan Supplement remain subject to ongoing review, revision, and further negotiation among the Debtor and interested parties with respect thereto. The Debtor reserves the right to alter, amend, modify, or supplement any document in this Plan Supplement at any time before the Effective Date of the Plan; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the date of the Combined Hearing, the

[1] The last four digits of the Debtor's financial 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 defined herein shall have the meanings ascribed to them in the Combined Disclosure Statement and Plan or the Order, as applicable, or as the context otherwise requires.

Debtor will file a blackline of such document with the Court.

PLEASE TAKE FURTHER NOTICE THAT that the Plan Supplement shall be deemed incorporated into and part of the Plan as if set forth therein in full. The documents contained in the Plan Supplement are integral to, and are considered part of, the Plan. If the Plan is approved the documents contained in the Plan Supplement shall also be approved pursuant to the Confirmation Order. None of the information contained herein or in any Plan Supplement document shall be deemed final or binding on the Debtor or any other party prior to the Effective Date of the Plan.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider the adequacy of the Disclosure Statement and confirmation of the Plan (the "**Combined Hearing**") will commence on **June 3, 2026, at 9:00 a.m.**, prevailing Central Time, before the Honorable Judge Perez, in the United States Bankruptcy Court for the Southern District of Texas, located at 515 Rusk Street, Courtroom 400, Houston, Texas 77002.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to final approval of the Disclosure Statement or confirmation of the Plan is **May 27, 2026 at 4:00 p.m. (prevailing Central Time)** (the "**Objection Deadline**"). All objections to the relief sought at the Combined Hearing *must*: (a) be in writing; (b) conform to the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the Plan or the Disclosure Statement and, if practicable, a proposed modification to the Plan or the Disclosure Statement that would resolve such objection; and (d) be filed, together with proof of service, with the Court, and served so that they are actually received by the following parties on or before the Objection Deadline: (i) counsel for the Debtor, Attn: Jarrod Martin (jbmartin@bradley.com), Michael Riordan (mriordan@bradley.com) and James Bailey (jbailey@ bradley.com); (ii) counsel to Citibank, N.A. and Citigroup Energy, Inc, Willkie Farr & Gallagher LLP, Attn: Jennifer Hardy (jhardy2@willkie.com); and (iii) the U.S. Trustee, Attn: C. Ross Travis (C.Ross.Travis@usdoj.gov) and Andrew Jimenez (Andrew.Jimenez@usdoj.gov). **OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH HEREIN MAY NOT BE CONSIDERED BY THE COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.**

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Order, the Combined Disclosure Statement and Plan, the Plan Supplement and the exhibits thereto, or related documents, free of charge, you may (a) access the Debtor's restructuring website at https://www.veritaglobal.net/shannon (b) write to Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 9024; (c) call (310) 823-9000; or (d) email shannonwindinfo@veritaglobal.com. You may also obtain copies of any pleadings filed in this chapter 11 case for a fee via PACER at https://ecf.txsb.uscourts.gov/.

BRADLEY ARANT BOULT CUMMINGS LLP

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-and-

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Counsel to Shannon Wind, LLC

EXHIBIT A

Schedule of Retained Causes of Action

In accordance with and as provided by section 1123(b) of the Bankruptcy Code, the *Amended Combined Disclosure Statement and Chapter 11 Plan* [Docket No. 141] (including any exhibits, schedules, and supplements thereto, and as may be amended, supplemented, or otherwise modified from time to time in accordance with its terms, the "**Combined Disclosure Statement and Plan**"),[1] including Section 8.2 thereof, and the Confirmation Order, and except as otherwise set forth herein and in the Plan, any and all claims or Causes of Action of the Debtor, whether arising before or after the Petition Date, including, but not limited to, any actions specifically enumerated herein, and such rights to commence, pursue, prosecute, and/or settle such claims or Causes of Action (including, without limitation, any Avoidance Actions, preference, or other claim pursuant to section 362 or chapter 5 of the Bankruptcy Code, but excluding any claim against any of the Released Parties released pursuant to Article XIII of the Plan) (collectively, the "**Retained Causes of Action**") shall be preserved notwithstanding the occurrence of the Effective Date.

To the extent provided by Section 8.2 of the Plan and the Confirmation Order, the Debtor, its Estate, the Liquidation Trust, and the Plan Administrator shall have, retain, reserve and be entitled to assert, and may enforce all rights to commence and pursue, as appropriate, any and all claims or Causes of Action, rights of setoff or recoupment, and other legal or equitable defenses as fully as if the Chapter 11 Case had not been commenced.

Unless any Causes of Action against a Person or Entity are (i) expressly waived, relinquished, exculpated, released, compromised, or settled under the Plan or pursuant to a Bankruptcy Court order in the Chapter 11 Case or (ii) , the Debtor, its Estate, the Liquidation Trust, and the Plan Administrator expressly reserve all Causes of Action for later adjudication, and therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of confirmation or consummation of the Plan.

No Person or Entity (other than the Released Parties) may rely on the absence of a specific reference in the Confirmation Order, the Combined Disclosure Statement and Plan, or the Plan Supplement, to any Cause of Action against it as any indication that the Debtor, its Estate, the Liquidation Trust, and the Plan Administrator will not pursue any and all available Causes of Action against it. The Debtor, its Estate, the Liquidation Trust, and the Plan Administrator expressly reserve all rights to prosecute any and all Causes of Action against any Person or Entity, except as otherwise expressly provided in the Plan. For the avoidance of doubt, any Causes of Action that are sold to a Successful Bidder pursuant to the Sale Documents are not Retained Causes of Action under the Plan.

In accordance with section 1123(b)(3) of the Bankruptcy Code and the Plan, except as otherwise provided in the Plan, herein, or in the Confirmation Order, any Causes of Action that the Debtor or its Estate may hold against any Person or Entity shall vest in the Liquidation Trust

[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan.

on the Effective Date. The Liquidation Trust, through the Plan Administrator and its authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Plan Administrator, on behalf of the Liquidation Trust, shall have the exclusive right, authority, and discretion to determine, initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to, or action, order, or approval of, the Bankruptcy Court.

Any claim or Cause of Action that is not expressly released under the Plan[2] is deemed retained by the Debtor and its Estate and shall vest in the Liquidation Trust on the Effective Date. For the avoidance of doubt, the following specific types of Causes of Action are indicative, but are in no way exclusive, of the Causes of Action retained in connection with the Plan, and the failure to list any specific Cause of Action shall not be a bar and shall not have any impact on the Debtor's, its Estate's, the Liquidation Trust's, or the Plan Administrator's rights to bring any Cause of Action not otherwise expressly released under the Plan or any other order of the Bankruptcy Court:

- claims related to insurance contracts, insurance policies, occurrence policies, and occurrence contracts, in each case, to which the Debtor is or was a party or pursuant to which the Debtor or any of its Related Parties has any rights whatsoever including, but not limited to, (a) indemnity, contribution, reimbursement, and overpayment of premiums and fees and (b) Causes of Action against current or former insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, surety bond issuers, or third-party claims administrators relating to coverage, indemnity, subrogation, contribution, reimbursement, overpayment of premiums and fees, breach of contract, or any other matters;

- claims related to tax obligations and refunds, including, without limitation, claims against or related to all Persons or Entities that owe or that may in the future owe money related to tax refunds, credits, overpayments, recoupments, offsets, disputes, rebates, offsets, incentives, exemptions, or other claims that may be due and owing to the Debtor or its Estate. Furthermore, the Debtor and its Estate, for the benefit of the Liquidation Trust, expressly reserve all claims against or related to all Persons or Entities who assert or may assert that the Debtor or its Estate owes tax obligations;

- claims, defenses, cross-claims, indemnification, third-party claims, and counterclaims related to litigation and possible litigation, as well as all claims against or related to all Persons or Entities that are party to or that may in the future become party to arbitration or any other type of adversarial dispute resolution proceeding, whether formal or informal, or judicial or nonjudicial, regardless of whether such proceeding is disclosed in the Debtor's Schedules and regardless of whether such Person or Entity is identified in the Plan, the Plan Supplement, or any amendments thereto, including, without limitation, all actual or potential: (a) contract and tort claims or actions that may exist or subsequently arise; (b) claims or actions relating to environmental and product liability matters; (c) claims or actions arising out of, or relating to,

[2] For the avoidance of doubt, any Cause of Action against any Released Party subject to Article XIII of the Plan shall be deemed expressly released under the Plan. In the event of a conflict between the terms of the Plan and this Schedule of Retained Causes of Action, the terms of the Plan shall control.

the Debtor's intellectual property rights; (d) actions relating to any conduct that constitutes fraud; and (e) actions arising out of, or relating to, Winter Storm Uri, including without limitation any claims or actions that have been or could have been asserted the Winter Storm URI MDL. For the avoidance of doubt, nothing herein shall be read as an admission as to the validity or allowance of any claim against the Debtor or its Estate, and any and all prepetition claims against the Debtor that may be identified herein shall be treated in accordance with the Plan and the Bankruptcy Code;

- claims related to any and all contracts and leases (including all non-residential real property leases) to which the Debtor has any rights whatsoever (including rights as a third party beneficiary or otherwise), including, but not limited to, any Executory Contracts or Unexpired Leases. Furthermore, the Debtor expressly reserves all claims against or related to tenants, vendors, dealers, suppliers of goods or services, customers, or any other parties or Persons or Entities: (a) for prepayments, credits, overpayments, back charges, duplicate payments, improper holdbacks, deposits, warranties, guarantees, indemnities, recoupment, or setoff; (b) for wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (c) for failure to fully perform or to condition performance on additional requirements under contracts with the Debtor before the assumption or rejection, if applicable, of such contracts; (d) for payments, deposits, holdbacks, reserves, or other amounts owed by any creditor, utility, supplier, tenants, vendor, insurer, surety, factor, lender, bondholder, lessor, or other party; (e) counterclaims and defenses related to any contractual obligations; (f) any turnover actions arising under sections 542 or 543 of the Bankruptcy Code; and (g) for unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property, or any business tort claims;

- claims based in whole or in part upon tort against any Person or Entity;

- claims related to all Persons or Entities that owe or that may in the future owe money to the Debtor, as applicable, regardless of whether such Person or Entity is expressly identified in the Plan, the Plan Supplement, or any amendments thereto, including claims for late or denied payments. Furthermore, the Debtor, as applicable, expressly reserves all claims against or related to all Persons or Entities who assert or may assert that the Debtor owes money to them, including, without limitation, all Persons or Entities that have filed proofs of claim against the Debtor, are listed in the Debtor's Schedules, or any creditor matrix or similar filing, and regardless of whether any such Person or Entity is expressly identified in the Plan, the Plan Supplement, or any amendments to the Plan or the Plan Supplement;

- claims related to postings of a security deposit, adequate assurance payment, or any other type of deposit, prepayment, or collateral regardless of whether such posting of a security deposit, adequate assurance payment, or any other type of deposit, prepayment, or collateral is specifically identified herein;

- claims related to liens regardless of whether such lien is specifically identified herein;

- claims, defenses, appeals, cross-claims, and counterclaims related to any claims or actions asserted by any Governmental Unit;

- claims related to payments, deposits, holdbacks, reserves, or other amounts owed by any Governmental Unit;

- equitable subordination claims against any Holders of Claims;

- claims related to environmental matters, including claims, defenses, appeals, cross-claims, and counterclaims against any environmental regulator or any other Person or Entity asserting environmental claims against the Debtor and any Person or Entity that may be liable, co-liable, or required to indemnify the Debtor in connection with any environmental matters;

- claims related to Avoidance Actions, preferences, or other claims arising under chapter 5 of the Bankruptcy Code, including, without limitation, sections 502, 510, 542, 544, 547 through 553, and 724(a) of the Bankruptcy Code;

- claims related to Claims objections, including any Claim filed against the Debtor in the Chapter 11 Case and all rights of setoff, recoupment, or other legal or equitable rights and defenses with respect to any Claim;

- claims and Causes of Action against Persons or Entities that have filed, or may file, a Proof of Claim or request for payment of administrative expenses in this Chapter 11 Case; and

- claims, Causes of Action, and all rights of setoff, recoupment, or other legal or equitable rights and defenses with respect to the Sale Documents and the Successful Bidder.

The Debtor reserves all rights to amend, supplement, or otherwise modify this Schedule of Retained Causes of Action to the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

EXHIBIT B

Plan Assumed Contracts List

Pursuant to the Bidding Procedures Order [Docket No. 66] and Article XI of the Combined Disclosure Statement and Plan, the following Executory Contracts and Unexpired Leases have been previously designated for assumption or assumption and assignment by the Debtor pursuant to notices filed at Docket Nos. 115, 140, and 168 (the "**Prior Contract Notices**"). The Debtor incorporates the Prior Notices herein by reference. The procedures set forth in the Prior Contract Notices shall govern any objections or responses to the Debtor's proposed assumption or assumption and assignment of any Executory Contracts or Unexpired Leases.

Inclusion of any document on the Prior Contract Notice shall not constitute or be deemed to be a determination or admission by the Debtor or the Successful Bidder 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.

Pursuant to the Combined Disclosure Statement and Plan and the Bidding Procedures Order, the Debtor and/or the Successful Bidder reserve the right, in their sole discretion, at any time prior to the closing of the Sale or Effective Date of the Plan, as applicable, 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 filing or service of this Plan Assumed Contracts List or the Prior Contract Notices.

Contract Counterparty	Nature of Contract	Address	Total Cure Amount
CUMMING WESTLAKE LLC	PROPERTY TAX CONSULTING	ATTN: GREG MAXIM, PARTNER 16410 N. ELDRIDGE PARKWAY, TOMBALL, TEXAS 77377	$13,000.00
BRAZOS ELECTRIC POWER COOPERATIVE, INC.	LETTER APPROVING LINE CROSSINGS ACROSS EASEMENT DATED JANUARY 16,	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	$0.00

Contract Counterparty	Nature of Contract	Address	Total Cure Amount
		HOUSTON, TEXAS 77064-6317	
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	$0.00

Contract Counterparty	Nature of Contract	Address	Total Cure Amount
		ARLINGTON, TX 76006	
TENASKA POWER SERVICES CO.	AGREEMENT TO PROVIDE REP AND MARKETING SERVICES DATED MAY 25, 2015	14302 FNB PARKWAY OMAHA, NE 68154	$0.00
CAMS RENEWABLE SERVICES, LLC	ASSET MANAGEMENT AGREEMENT DATED MARCH 4, 2022	910 LOUISIANA 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
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
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.	SURFACE LEASE	ATTN: MICHAEL GARRETT 1999 MCKINNEY AVE. STE 408	$1,277.32

Contract Counterparty	Nature of Contract	Address	Total Cure Amount
GARRETT TRUSTEES OF THE GARRETT FAMILY TRUST		DALLAS, TX 75201	
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

Contract Counterparty	Nature of Contract	Address	Total Cure Amount
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 LOUISIANA ST. SUITE 2400 HOUSTON, TX 77002	$0.00
CAMS ESPARC	SPCC PLAN AGREEMENT	910 LOUISIANA ST. SUITE 2400	$0.00

Contract Counterparty	Nature of Contract	Address	Total Cure Amount
		HOUSTON, TX 77002	
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

EXHIBIT C

Wind Down Budget

The Wind Down Budget set forth herein represents the Debtor's good-faith estimate of anticipated costs and expenses associated with the post-confirmation Wind Down of the Debtor's estate and is subject to material change based on the circumstances of the Wind Down, including, without limitation, changes in the scope or complexity of claims reconciliation and distribution processes, unforeseen litigation or disputes, and other factors that may arise during the administration of the Liquidation Trust and Wind Down of the Debtor and its Estate.

		Estimate
Counsel to Plan Administrator and Trust	$	950,000
Plan Administrator	$	895,000
US Trustee Fees	$	342,297
Utilities & Other Service Providers	$	132,279
Claims Agent	$	130,000
Insurance	$	65,000
Tax Preparer for Trust	$	60,000
Bank Fees	$	24,000
Total Wind Down Estimate	**$**	**2,598,575**

Assumptions

1. Assumes substantially all operating expenses incurred prior to Effective Date are satisfied in ordinary course of business.

2. Assumes secured and priority tax claims are satisfied at closing of sale of substantially all of Debtor's assets or escrowed for future payment.

3. Assumes Professional Fee Escrow Account is separately funded with Cash no later than Effective Date of Plan.

4. Assumes Wind Down takes at least twelve months.

EXHIBIT D

NOTES TO LIQUIDATION ANALYSIS

INTRODUCTION

Under the "best interests of creditors" test set forth in section 1129(a)(7) of the Bankruptcy Code, a bankruptcy court may not confirm a plan under chapter 11 of the Bankruptcy Code unless each holder of an allowed claim or interest in an impaired class either: (a) accepts the plan; or (b) will receive or retain on account of such claim or interest property of a value, as of the Conversion Date (defined below) of the plan, that is not less than the amount such holder would receive or retain if the debtor was liquidated under chapter 7 of the Bankruptcy Code. 11 U.S.C. § 1129(a)(7).

To demonstrate that the proposed Plan satisfies the "best interests of creditors" test, the Debtor, with the assistance of its advisors, has prepared the following hypothetical liquidation analysis presenting recoveries available assuming a hypothetical liquidation (the "**Liquidation Analysis**"), which is based upon certain assumptions discussed in the Disclosure Statement and in the accompanying notes to this Liquidation Analysis.

This Liquidation Analysis sets forth an estimated recovery for claims and interests that may be realizable upon the disposition of assets pursuant to a hypothetical chapter 7 liquidation of the Debtor's estate. As illustrated by this Liquidation Analysis, Holders of General Unsecured Claims would receive a lower recovery in a hypothetical liquidation in chapter 7 than they would under the Plan. Further, no holder of a claim or interest would receive or retain property under the Plan of a value that is less than such holder would receive in a hypothetical chapter 7 liquidation. Accordingly, and as set forth in greater detail below, the Debtor believes that the Plan satisfies the "best interests of creditors" test set forth in section 1129(a)(7) of the Bankruptcy Code.

Basis of Presentation

This Liquidation Analysis has been prepared assuming that the Debtor converts its current chapter 11 case to a case under chapter 7 of the Bankruptcy Code on or about June 3, 2026 (the "**Conversion Date**"). On or after the Conversion Date, the Bankruptcy Court would appoint a chapter 7 trustee (a "**Trustee**") to administer the Debtor's estate and distribute available proceeds to holders of Allowed Claims. Except as otherwise noted herein, this Liquidation Analysis is based upon the unaudited financial statements of the Debtor, and those values, in total, are assumed to be representative of the Debtor's assets and liabilities as of the Conversion Date. Certain balances, including cash and certain receipts and expenses, have been projected forward or estimated as of the Conversion Date. The assets available to the Debtor in an actual liquidation may differ from the assets assumed to be available pursuant to this Liquidation Analysis.

In addition, this Liquidation Analysis includes estimates for claims not currently asserted in the Chapter 11 Case, but which could be asserted and allowed in a chapter 7 liquidation, including

unpaid chapter 11 administrative claims, chapter 7 administrative claims such as liquidation and wind-down expenses, trustee fees, tax liabilities, and professional fees attributable to the liquidation and wind-down. To date, the Bankruptcy Court has not estimated or otherwise fixed the total amount of allowed claims used for purposes of preparing this Liquidation Analysis. Therefore, the Debtor's estimate of allowed claims set forth in this Liquidation Analysis should not be relied on for any other purpose, including determining the value of any distributions to be made on account of allowed claims and interests under the Plan.

Conversion Date and Appointment of a Chapter 7 Trustee

This Liquidation Analysis assumes that on or after the Conversion Date, the Bankruptcy Court would appoint a chapter 7 trustee to oversee the liquidation of the Debtor's estate, during which the Debtor's assets would be sold or surrendered and the cash proceeds, net of liquidation-related costs, would be distributed to creditors in accordance with applicable law. There can be no assurance, however, that the liquidation would be completed within a certain timeframe, nor is there any assurance that the recoveries assigned to the assets would in fact be realized. In accordance with section 704 of the Bankruptcy Code, a trustee must, among other duties, collect and convert the property of the estate as expeditiously (generally at distressed prices) as is compatible with the best interests of parties in interest. The Liquidation Analysis is an estimate and is subject to material change and revision in all respects.

Additional Global Notes and Assumptions

This Liquidation Analysis should be read in conjunction with the following global notes and assumptions:

General Notes and Assumptions

Unaudited Financial Statements. This Liquidation Analysis contains numerous estimates. Except as otherwise noted herein, available recoveries are based upon the unaudited financial statements and balance sheet of the Debtor as projected as of the Conversion Date.

Certain Exclusions and Assumptions. This Liquidation Analysis does not include detailed estimates for the tax consequences that may be triggered upon the liquidation assumed in the analysis. Such tax consequences may be material.

Avoidance Actions and Causes of Action. This Liquidation Analysis does not attribute any recovery value to avoidance actions or other potential claims and causes of action that could be pursued by a chapter 7 trustee or other representative of the Debtor's estate.

Further notes are set forth in the Liquidation Analysis.

CHAPTER 11 PLAN SCENARIO

This represents the estimated recoveries if the Debtor proceeds with the sale of the Debtor's assets pursuant to the terms of the Stalking Horse Agreement, as defined in the *Order (I) Approving (A) Designation of Stalking Horse Bidder and (B) Stalking Horse Bid Protections and (II) Granting Related Relief* [Docket No. 163] pursuant to the Plan. The Plan is funded with the projected cash

receipts from the sale of substantially all the Debtor's assets pursuant to the Stalking Horse Agreement. The Gross Proceeds for Distribution also takes into account projected purchase price adjustments under the Stalking Horse Agreement, projected cash on hand at closing, and professional retainers. The Liquidation Analysis assumes the closing of the sale contemplated in the Stalking Horse Agreement occurs no later than June 24, 2026, with the funding of a Liquidation Trust and payments pursuant to the Plan. The Plan as proposed will pay all priority claims, administrative expenses and the Prepetition Secured Obligations in full. The Liquidation Analysis also assumes that the Debtor will prevail on its objections to disputed litigation claims (filed at Docket Nos. 169-181) and pay General Unsecured Claims in full. However, even if disputed litigation claims are ultimately allowed, the total distributable cash available for General Unsecured Claims is greater under the Plan than in the chapter 7 liquidation scenario.

CHAPTER 7 LIQUIDATION SCENARIO

The Chapter 7 liquidation scenario assumes that a chapter 7 trustee will cease operations of the Debtor's business and sell the Debtor's assets for salvage value. The Liquidation Analysis assumes this sale process would last through December 31, 2026.

Pursuant to section 726 of the Bankruptcy Code, allowed administrative claims incurred by the chapter 7 trustee are entitled to payment in full prior to any distribution to chapter 11 administrative claims or other priority claims. The estimates used in this Liquidation Analysis for these expenses include estimates for operational expenses and certain legal, accounting, and other professionals, as well as chapter 7 trustee fees calculated pursuant to 11 U.S.C. §§ 326 and 330. Any remaining net cash would then be distributed to creditors in accordance with applicable law.

Under the absolute priority rule, no junior creditor would receive any distribution until all senior creditors are paid in full, and no equity holder at such entity would receive any distribution until all creditors at such entity are paid in full. The assumed distributions to creditors as reflected in this Liquidation Analysis are estimated in accordance with the absolute priority rule.

In a chapter 7 liquidation, after satisfying all administrative expense claims, the Debtor's estimated recovery for the Prepetition Secured Obligations would be 6.18% with no recovery for General Unsecured Claims.

Furthermore, a salvage liquidation event would trigger the Debtor's Asset Retirement Obligation (the "**ARO**"). The ARO, established at the commencement of commercial operations, obligates the Debtor to decommission and dismantle all 119 turbines, remove all associated infrastructure, and restore the land to its original condition. The full ARO, inflated to reflect costs projected at the end of the project's 45-year useful life in approximately 2060, is estimated at $30.1 million. On a present-value basis, reflecting approximately eleven years of the project's useful life elapsed, the accreted Decommissioning Obligation is estimated at approximately $15.7 million. For purposes of this Liquidation Analysis, the ARO is treated as an additional unsecured claim against the Debtor's estate in a chapter 7 liquidation that would not be satisfied.

CONCLUSION

In this Liquidation Analysis, the most significant difference between the chapter 11 Plan and the

chapter 7 scenario is that in chapter 11 the Debtor will proceed with closing the sale of its assets as a going concern and proceed with an orderly wind down as set forth in the Plan. In the alternative, if the Debtor's case is converted to chapter 7, a trustee would cease operations and sell the Debtor's assets for salvage value. This results in materially lower recoveries for secured and unsecured creditors in the chapter 7 scenario as compared to the Plan.

THE DEBTOR HAS DETERMINED, AS SUMMARIZED IN THE FOLLOWING ANALYSIS, THAT CONSUMMATION OF THE PLAN WILL PROVIDE CREDITORS WITH A RECOVERY THAT IS GREATER THAN TO WHAT THEY WOULD OTHERWISE RECEIVE IN CONNECTION WITH A LIQUIDATION OF THE DEBTOR UNDER CHAPTER 7 OF THE BANKRUPTCY CODE.

LIQUIDATION ANALYSIS

Example for illustrative purposes, 000s	Chapter 7 Liquidation	Chapter 11 Plan	
	Salvage	Expected Sale	
Distributable Assets			
[+] Gross Proceeds from Salvage or Sale	**$ 15,000**	**$ 129,500**	
[+] Cash	1,259	2,437	Note 1
[+] Other Purchase Price Adjustments	-	3,821	Note 2
[+] -Professionals' Retainers	112	112	Note 3
Gross Proceeds for Distribution	**$ 16,371**	**$ 135,870**	
Liquidation Trust Funding / Wind Down Costs			
[-] Broker/Auctioneer Fees (Estimated at 8% of Gross Proceeds from Salvage)	(1,200)	-	
[-] Investment Banker Fee	-	(3,923)	Note 4
[-] Chapter 7 Trustee & Related Professionals Fees	(2,564)	-	
[-] Other Wind Down Costs (Including Plan Administrator Fees)	(1,920)	(1,744)	Note 5
Remaining Proceeds Available	**$ 10,687**	**$ 130,203**	
Administrative Claims and Priority Taxes			
[-] Property Taxes, including interest	(2,263)	(2,208)	Note 6
[-] Unpaid Professional Fees	(1,156)	(736)	
Remaining Proceeds Available	**$ 7,267**	**$ 127,259**	
Secured Claims			
[-] $150K payment to Liquidation Trust under Plan	-	(150)	
[-] Outstanding Prepetition Secured Obligations	(117,560)	(118,551)	Note 7
Remaining Proceeds Available	**$ (110,292)**	**$ 8,558**	

General Unsecured Claims

[-] General Unsecured Claims		(562)		(412)	Note 8
[-] Decommissioning & Site Restoration Obligation		(15,672)		-	Note 9
Remaining Proceeds Available	**$**	**(126,526)**	**$**	**8,146**	Note 10
% Recovery to Prepetition Secured Obligations		**6.18%**		**100%**	
% Recovery to Unsecured Creditors		**0%**		**100%**	

Note 1 - Cash balances projected by existing cash flow forecast. Chapter 7 scenario assumes 12/31/2026 balance.

Note 2 - Purchase price adjustments include prepaid assets, accrued GE liquidated damages, and other working capital adjustments.

Note 3 - Existing Professional Fee retainers are expected to be returned to the Debtor or applied as a credit against existing invoices.

Note 4 - Chapter 11 sale scenario the investment bank compensation is based on the contracted amount per the engagement letter.

Note 5 - Wind down costs in the Chapter 7 scenario includes estimated costs to preserve property during liquidation.

Note 6 - Assumes that interest on taxes continues to accrue through the end of 2026 in Chapter 7.

Note 7 - Estimate as of April 22, 2026. Chapter 11 sale scenario includes postpetition interest. Estimate does not include recoverable fees and expenses.

Note 8 - Assumes Debtor prevails on objections to disputed litigation claims and is not a representation of the final amount of allowed unsecured claims. In chapter 11 sale scenario assumes initial $150K paid to Liquidation Trust under Plan for benefit of general unsecured creditors.

Note 9 - The Asset Retirement Obligation was valued at $30,747,928.86 at the time of the initial project build. This amount is meant to reflect the costs of decommission, dismantling, removing wind turbines, and restoring the land to its original condition at the end of the useful life. Adjusting this number to present day, it decreases to $15,672,103. This is an estimate of the costs to be incurred in order to prepare the asset for liquidation and comply with asset retirement obligations.

Note 10 - Potential distribution to interest holder in Chapter 11 sale scenario assuming Debtor prevails on objections to disputed litigation claims, before accounting for recoverable fees and expenses payable to holders of Prepetition Secured Obligations. This amount may be materially reduced following reconciliation of such amounts.