Docket #0202 Date Filed: 06/01/2026

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 FILING OF SECOND 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, on May 20, 2026, the Debtor filed the *Notice of Filing of Plan Supplement* [Docket No. 187] (the "**First Plan Supplement**").

PLEASE TAKE FURTHER NOTICE THAT, the Debtor hereby provides notice of the second plan supplement (together with the First Plan Supplement, and as may be amended, amended and restated, modified, or supplemented, the "**Plan Supplement**"), which includes an amended Plan Assumed Contracts List and the Liquidation Trust Agreement, attached as the following exhibits:

Exhibit	Document
A	Schedule of Retained Causes of Action
B	Plan Assumed Contracts List
B-1	Blackline of Plan Assumed Contracts List
C	Wind Down Budget
D	Liquidation Analysis
E	Liquidation Trust Agreement

[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.

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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 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 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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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, 168 and 190 (the "**Prior Contract Notices**"). The Debtor incorporates the Prior Notices herein by reference. The procedures set forth in the Prior Contract Notices and the Combined Disclosure Statement and Plan 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	ATTN: JAY JOHNSON 9420 WEST SAM HOUSTON	$0.00

Contract Counterparty	Nature of Contract	Address	Total Cure Amount
	MARCH 30, 2015	PARKWAY NORTH 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	$0.00

Contract Counterparty	Nature of Contract	Address	Total Cure Amount
		BOULEVARD, SUITE 100 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	SURFACE LEASE	ATTN: MICHAEL GARRETT	$1,277.32

Contract Counterparty	Nature of Contract	Address	Total Cure Amount
AND ANTOINETTE I. GARRETT TRUSTEES OF THE GARRETT FAMILY TRUST		1999 MCKINNEY AVE. STE 408 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
Albus	Property Insurance Policy No. A250WONO0275	Albus c/o Mendes & Mount 750 Seventh Avenue New York, NY 10019-6829 Albus Attn: Legal Department 23 Corporate Plaza, Suite 248 Newport Beach, CA 92660 kristina.williams@powerenergyrisk.com jonathan.simes@powerenergyrisk.com PERSEclaims@powerenergyrisk.com	$0.00
BMS Group Ltd.	Property Insurance Policy No. B128410689BE25A	BMS Group Ltd. c/o Lloyd's America, Inc. Attn: Legal Department 280 Park Avenue, East Tower, 25th Floor New York, NY 10017 energyproperty@bmsgroup.com	$0.00
BMS Group Ltd.	Terrorism and Sabotage and Cyber Attack	BMS Group Ltd. c/o Lloyd's America, Inc.	$0.00

Contract Counterparty	Nature of Contract	Address	Total Cure Amount
	Insurance Policy No. B128436852W25	Attn: Legal Department 280 Park Avenue, East Tower, 25th Floor New York, NY 10017 BMS Group Ltd. c/o Troutman Pepper Locke LLP Attention: Zachary Lerner 875 Third Avenue New York, NY 10022 Matthew.cocklin@bmsgroup.com	
Federal Insurance Company (Chubb)	Chubb Commercial Excess and Umbrella Insurance Policy No. 5673-28-06	Federal Insurance Company (Chubb) Attn: Legal Department 202B Hall's Mill Road Whitehouse Station, NJ 08889 CUSTOMERCARE@CHUBB.COM ChubbUSCustomerServices@chubb.com	$0.00
Federal Insurance Company (Chubb)	General Liability Insurance Policy No. 3609-45-84 DAL	Federal Insurance Company (Chubb) Attn: Legal Department 202B Hall's Mill Road Whitehouse Station, NJ 08889 CUSTOMERCARE@CHUBB.COM ChubbUSCustomerServices@chubb.com	$0.00
Federal Insurance Company (Chubb)	Business Auto Insurance Policy No. (25) 7365-78-23	Federal Insurance Company (Chubb) Attn: Legal Department 202B Hall's Mill Road Whitehouse Station, NJ 08889 CUSTOMERCARE@CHUBB.COM ChubbUSCustomerServices@chubb.com	$0.00
HDI Specialty Insurance Company	Property Insurance Policy No. RWD7208500S	HDI Specialty Insurance Company Attn: Legal Department 161 North Clark Street, 48th Floor Chicago, IL 60601	$0.00

Contract Counterparty	Nature of Contract	Address	Total Cure Amount
		fellipe.aguiar@us.hdi.global art.brown@us.hdi.global newclaims@us.hdi.global	
Homeland Insurance Company of New York	Cyber Insurance Policy No. 720003438-0000	Homeland Insurance Company of New York c/o Ocrea Risk Services, LLC dba Resilience Cyber Insurance Solutions Attn: Legal Department 275 Madison Ave., Ste. 902 New York, NY 10016 claims@resilienceinsurance.com	$0.00
National Union Fire Insurance Company of Pittsburgh, PA	Excess Edge Insurance Policy No. 01-425-00-04	National Union Fire Insurance Company of Pittsburgh, PA Attn: Legal Department 1271 Ave. of the Americas, FL 37 New York, NY 10020-1304 TOSERVE@aig.com	$0.00
Nautilus Insurance Company	Directors and Officers Insurance Policy No. BPRO8136039	Nautilus Insurance Company Attn: John Briggs 7233 East Butherus Drive Scottsdale, Arizona 85260 Nautilus Insurance Company Attn: Legal Department 7233 East Butherus Drive Scottsdale, Arizona 85260 Nautilus Insurance Company c/o Berkley Professional Liability Attn: Legal Department 757 Third Avenue, 10th Floor New York, NY 10017 Claims@berkleypro.com nicclaims@nautilus-ins.com	$0.00
Power Energy Risk (PERSe)	Property Insurance Policy No. PER 25	Power Energy Risk (PERSe) c/o Mendes & Mount	$0.00

Contract Counterparty	Nature of Contract	Address	Total Cure Amount
	PROP 0111	750 Seventh Avenue New York, NY 10019-6829 Power Energy Risk (PERSe) Attn: Legal Department 23 Corporate Plaza, Suite 248 Newport Beach, CA 92660 kristina.williams@powerenergyrisk.com jonathan.simes@powerenergyrisk.com PERSEclaims@powerenergyrisk.com	
United Specialty Insurance Company	Excess Liability Insurance Policy No. GRU25GL00313	United Specialty Insurance Company c/o Lloyd's America, Inc. Attention: Legal Department 280 Park Avenue East Tower, 25th Floor New York, NY 10017 bhildebrand@pps-su.com repclaims@pps-su.com klund@pps-su.com	$0.00
United Specialty Insurance Company	Property Insurance Policy No. GRU25PR00306	United Specialty Insurance Company c/o Lloyd's America, Inc. Attn: Legal Department 280 Park Avenue East Tower, 25th Floor New York, NY 10017 bhildebrand@pps-su.com repclaims@pps-su.com klund@pps-su.com	$0.00

EXHIBIT B-1

Blackline of Plan Assumed Contracts List

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 and 190 (the "**Prior Contract Notices**"). The Debtor incorporates the Prior Notices herein by reference. The procedures set forth in the Prior Contract Notices and the Combined Disclosure Statement and Plan 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	ATTN: JAY JOHNSON 9420 WEST SAM HOUSTON	$0.00

Contract Counterparty	Nature of Contract	Address	Total Cure Amount
	MARCH 30, 2015	PARKWAY NORTH 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	$0.00

Contract Counterparty	Nature of Contract	Address	Total Cure Amount
		BOULEVARD, SUITE 100 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	SURFACE LEASE	ATTN: MICHAEL GARRETT	$1,277.32

Contract Counterparty	Nature of Contract	Address	Total Cure Amount
AND ANTOINETTE I. GARRETT TRUSTEES OF THE GARRETT FAMILY TRUST		1999 MCKINNEY AVE. STE 408 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
Albus	Property Insurance Policy No. A250WONO0275	Albus c/o Mendes & Mount 750 Seventh Avenue New York, NY 10019-6829 Albus Attn: Legal Department 23 Corporate Plaza, Suite 248 Newport Beach, CA 92660 kristina.williams@powerenergyrisk.com jonathan.simes@powerenergyrisk.com PERSEclaims@powerenergyrisk.com	$0.00
BMS Group Ltd.	Property Insurance Policy No. B128410689BE25A	BMS Group Ltd. c/o Lloyd's America, Inc. Attn: Legal Department 280 Park Avenue, East Tower, 25th Floor New York, NY 10017 energyproperty@bmsgroup.com	$0.00
BMS Group Ltd.	Terrorism and Sabotage and Cyber Attack	BMS Group Ltd. c/o Lloyd's America, Inc.	$0.00

Contract Counterparty	Nature of Contract	Address	Total Cure Amount
	Insurance Policy No. B128436852W25	Attn: Legal Department 280 Park Avenue, East Tower, 25th Floor New York, NY 10017 BMS Group Ltd. c/o Troutman Pepper Locke LLP Attention: Zachary Lerner 875 Third Avenue New York, NY 10022 Matthew.cocklin@bmsgroup.com	
Federal Insurance Company (Chubb)	Chubb Commercial Excess and Umbrella Insurance Policy No. 5673-28-06	Federal Insurance Company (Chubb) Attn: Legal Department 202B Hall's Mill Road Whitehouse Station, NJ 08889 CUSTOMERCARE@CHUBB.COM ChubbUSCustomerServices@chubb.com	$0.00
Federal Insurance Company (Chubb)	General Liability Insurance Policy No. 3609-45-84 DAL	Federal Insurance Company (Chubb) Attn: Legal Department 202B Hall's Mill Road Whitehouse Station, NJ 08889 CUSTOMERCARE@CHUBB.COM ChubbUSCustomerServices@chubb.com	$0.00
Federal Insurance Company (Chubb)	Business Auto Insurance Policy No. (25) 7365-78-23	Federal Insurance Company (Chubb) Attn: Legal Department 202B Hall's Mill Road Whitehouse Station, NJ 08889 CUSTOMERCARE@CHUBB.COM ChubbUSCustomerServices@chubb.com	$0.00
HDI Specialty Insurance Company	Property Insurance Policy No. RWD7208500S	HDI Specialty Insurance Company Attn: Legal Department 161 North Clark Street, 48th Floor Chicago, IL 60601	$0.00

Contract Counterparty	Nature of Contract	Address	Total Cure Amount
		fellipe.aguiar@us.hdi.global art.brown@us.hdi.global newclaims@us.hdi.global	
Homeland Insurance Company of New York	Cyber Insurance Policy No. 720003438-0000	Homeland Insurance Company of New York c/o Ocrea Risk Services, LLC dba Resilience Cyber Insurance Solutions Attn: Legal Department 275 Madison Ave., Ste. 902 New York, NY 10016 claims@resilienceinsurance.com	$0.00
National Union Fire Insurance Company of Pittsburgh, PA	Excess Edge Insurance Policy No. 01-425-00-04	National Union Fire Insurance Company of Pittsburgh, PA Attn: Legal Department 1271 Ave. of the Americas, FL 37 New York, NY 10020-1304 TOSERVE@aig.com	$0.00
Nautilus Insurance Company	Directors and Officers Insurance Policy No. BPRO8136039	Nautilus Insurance Company Attn: John Briggs 7233 East Butherus Drive Scottsdale, Arizona 85260 Nautilus Insurance Company Attn: Legal Department 7233 East Butherus Drive Scottsdale, Arizona 85260 Nautilus Insurance Company c/o Berkley Professional Liability Attn: Legal Department 757 Third Avenue, 10th Floor New York, NY 10017 Claims@berkleypro.com nicclaims@nautilus-ins.com	$0.00
Power Energy Risk (PERSe)	Property Insurance Policy No. PER 25	Power Energy Risk (PERSe) c/o Mendes & Mount	$0.00

Contract Counterparty	Nature of Contract	Address	Total Cure Amount
	PROP 0111	750 Seventh Avenue New York, NY 10019-6829 Power Energy Risk (PERSe) Attn: Legal Department 23 Corporate Plaza, Suite 248 Newport Beach, CA 92660 kristina.williams@powerenergyrisk.com jonathan.simes@powerenergyrisk.com PERSEclaims@powerenergyrisk.com	
United Specialty Insurance Company	Excess Liability Insurance Policy No. GRU25GL00313	United Specialty Insurance Company c/o Lloyd's America, Inc. Attention: Legal Department 280 Park Avenue East Tower, 25th Floor New York, NY 10017 bhildebrand@pps-su.com repclaims@pps-su.com klund@pps-su.com	$0.00
United Specialty Insurance Company	Property Insurance Policy No. GRU25PR00306	United Specialty Insurance Company c/o Lloyd's America, Inc. Attn: Legal Department 280 Park Avenue East Tower, 25th Floor New York, NY 10017 bhildebrand@pps-su.com repclaims@pps-su.com klund@pps-su.com	$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.

EXHIBIT D

Liquidation Trust Agreement

PLAN ADMINISTRATOR AND LIQUIDATION TRUST AGREEMENT

THIS PLAN ADMINISTRATOR AND LIQUIDATION TRUST AGREEMENT (this "***Agreement***") dated as of June [__], 2026, by and among Shannon Wind, LLC (the "***Debtor***"), a Delaware limited liability company, and Accordion Partners, LLC, as plan administrator and trustee (in such capacity as plan administrator and trustee of the Liquidation Trust, the "***Plan Administrator***"), is executed to facilitate the implementation of the *Amended Combined Disclosure Statement and Chapter 11 Plan* [Docket No. 141] (as amended, modified, and supplemented from time to time, the "***Plan***"). All capitalized terms used and not otherwise defined in this Agreement and defined in the Plan shall have the meanings ascribed to them in the Plan.

WHEREAS, on January 25, 2026 (the "***Petition Date***"), the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "***Bankruptcy Code***") in the United States Bankruptcy Court for the Southern District of Texas (the "***Bankruptcy Court***");

WHEREAS, the Plan provides for, among other things, appointment of the Plan Administrator to manage the Wind Down of the Debtor's Estate, the transfer of all Liquidation Trust Assets to the Liquidation Trust and the management and liquidation of the Liquidation Trust Assets by the Plan Administrator and the making of distributions pursuant to the Plan; and

WHEREAS, the Liquidation Trust is intended to qualify as a liquidation trust treated as a grantor trust within the meaning of Treasury Regulations Section 301.7701-4(d) and is established for the purpose of (i) liquidating the Liquidation Trust Assets for the benefit of holders of the Liquidation Trust Interests in accordance with the Plan; and (ii) making such other distributions as set forth in the Plan.

NOW, **THEREFORE**, in consideration of the premises and mutual covenants and agreements contained herein and in the Plan, the parties hereto agree as follows:

ARTICLE I.

ESTABLISHMENT OF THE LIQUIDATION TRUST

1.1 **Establishment of Liquidation Trust**. Pursuant to the Plan, the Debtor and the Plan Administrator hereby establish the Liquidation Trust on behalf of, and for the benefit of, the Holders of Allowed General Unsecured Claims who receive Liquidation Trust Interests as provided in the Plan (the "***Liquidation Trust Beneficiaries***"). The name of the Liquidation Trust is the "Shannon Wind Liquidation Trust". The Plan Administrator shall accept and hold the Liquidation Trust Assets in trust for the Liquidation Trust Beneficiaries subject to the terms of this Agreement and the Plan. The Liquidation Trust shall be established as a "liquidating trust" treated as a grantor trust within the meaning of Treasury Regulations Section 301.7701-4(d) with no objective or authority to carry on or conduct a trade or business, or accept an assignment of any claim or right of action from, or assume any liabilities of, any person or entity other than the Debtor, and no part of the Liquidation Trust Assets or the proceeds, revenue or income from the Liquidation Trust Assets shall be used or disposed of by the Liquidation Trust in furtherance of any trade or business.

1.2 **Purpose of Liquidation Trust**. The sole purpose of this Liquidation Trust is to liquidate the Liquidation Trust Assets and make distributions to holders of Liquidation Trust Interests as set forth in the Plan. In the exercise of such purpose, in addition to the powers listed in Section 4.1 of this Agreement, the Plan Administrator shall be authorized to, among other things, (a) investigate and prosecute the Retained Causes of Action that are Liquidation Trust Assets, (b) file all U.S. federal, state, and local tax returns of the Liquidation Trust and furnish appropriate tax reporting information to the Liquidation Trust Beneficiaries, (c) establish reserves and any additional accounts and reserves established in accordance with Section 4.7 (collectively, the "***Reserve Accounts***"), and (d) open, maintain and administer bank accounts as necessary to discharge the duties of the Plan Administrator. The Plan further provides that the Liquidation Trust will be responsible for making certain distributions to the Holders of Allowed General Unsecured Claims who are Liquidation Trust Beneficiaries in accordance with the Plan; *provided* the Plan Administrator shall make distributions of Liquidation Trust Assets to the Holders of Prepetition Secured Obligations Claims in Class 3 and Existing Equity Interests in Class 6 solely as provided in the Plan. Pursuant to these express purposes and subject to the provisions of Article IV of this Agreement, the Plan Administrator is hereby authorized and directed to take all reasonable and necessary actions to hold, conserve, protect and maximize the Liquidation Trust Assets, to collect upon, sell, or otherwise liquidate or dispose of the Liquidation Trust Assets and to distribute the net proceeds of the Liquidation Trust Assets to the Liquidation Trust Beneficiaries, in accordance with the provisions of the Plan and this Agreement; *provided*, *however*, that the investment powers of the Plan Administrator, other than those reasonably necessary to maintain the value of the Liquidation Trust Assets and to further the liquidating purpose of the Liquidation Trust, shall be limited as set forth in Section 4.4 and Section 4.10 hereof.

1.3 **No Additional Beneficiaries**. The Liquidation Trust shall be solely for the benefit of the Liquidation Trust Beneficiaries; *provided* the Plan Administrator shall make distributions of Liquidation Trust Assets to the Holders of (a) Prepetition Secured Obligations Claims in Class 3 solely as provided in the Plan; and (b) Existing Equity Interests in Class 6 in the amount of the remaining Cash of the Liquidation Trust following the satisfaction in full in Cash of all Allowed Claims that are senior to Existing Equity Interests.

1.4 **Transfer of Liquidation Trust Assets and Rights to the Liquidation Trust**. As of the Effective Date, the Debtor hereby conveys, transfers, assigns and delivers to the Liquidation Trust (a) all of its rights, title and interests in the Liquidation Trust Assets free and clear of all Liens, Claims, rights of setoff, and Interests except as otherwise specifically provided in the Plan or in the Confirmation Order, and (b) all of its rights with respect to the Liquidation Trust Assets and hereby waives its right and the rights of any legal, financial or other advisors to assert such rights as a defense or otherwise. The Liquidation Trust Assets shall be subject to any sanctions, attorney fees, or other remedies imposed by any court having jurisdiction over any Liquidation Trust Assets; *provided* that such remedies shall only be to the extent permitted by applicable law.

1.5 **Instruments of Further Assurance; Information**. All such persons as shall have the right and power after the Effective Date, upon reasonable request of the Plan Administrator or its successors or assigns, shall execute, acknowledge and deliver such further instruments, documents, books and records and take, or cause to be taken, all such further actions as may be necessary or proper to effectively carry out the purposes of this Agreement and the Plan and to otherwise carry out the intent of the parties hereunder and under the Plan.

1.6 **Title to Liquidation Trust Assets**. On the Effective Date, the Liquidation Trust Assets shall be vested in, and indefeasibly transferred to, the Liquidation Trust pursuant to the Plan for the benefit of the Liquidation Trust Beneficiaries. As of the Effective Date, the Liquidation Trust shall hold legal title to all Liquidation Trust Assets and will succeed to all of the Debtor's right, title and interest in the Liquidation Trust Assets and the Debtor will have no further interest in or with respect to the Liquidation Trust Assets or the Liquidation Trust, except as provided in the Plan. The Plan Administrator hereby declares that it shall hold the Liquidation Trust Assets in trust to be administered and disposed of pursuant to the terms of this Agreement and the Plan for the benefit of the Liquidation Trust Beneficiaries.

1.7 **Valuation of Trust Assets**. The fair market value of the Liquidation Trust Assets as of the Effective Date will be determined by the Plan Administrator. As soon as practicable after the Effective Date, the Plan Administrator shall inform the Liquidation Trust Beneficiaries in writing of the value of the Liquidation Trust Assets transferred to the Liquidation Trust. Such valuation shall be used consistently by all parties, including, without limitation, the Wind Down Debtor, the Plan Administrator, and the Liquidation Trust Beneficiaries, for all U.S. federal and applicable state and local income tax purposes.

1.8 **Reliance**. The Plan Administrator may rely upon the Debtor's Schedules and all other information provided by the Debtor or its representatives or agents concerning Claims against the Debtor's Estate and their reconciliation and documents supporting such reconciliation.

1.9 **Governance of the Liquidation Trust**. The Liquidation Trust shall be governed by the Plan Administrator and may be overseen by a board (the "***Liquidation Trust Oversight Board***") in accordance with the terms of this Agreement. The Plan Administrator's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purposes of this Agreement and not otherwise. Subject to the terms and conditions of this Agreement, the Plan Administrator may delegate responsibility for discrete issues or decisions to one or more third parties subject to continued oversight by the Plan Administrator.

1.10 **Appointment of the Plan Administrator**. As of the date hereof, the Plan Administrator shall be Accordion Partners, LLC. The Plan Administrator accepts the trust imposed on it by this Agreement and agrees to observe and perform that trust on and subject to the terms and conditions set forth in this Agreement.

1.11 **Liquidation Trust Oversight Board**.

(a) Appointment and Term. The administration of the Liquidation Trust and the actions of the Plan Administrator shall be overseen by a Liquidation Trust Oversight Board. The Liquidation Trust Oversight Board shall consist of a maximum of two (2) natural persons (each, a "***Board Member***"). Each Class A Equity Investor (as defined in the Amended and Restated Operating Agreement of Shannon Wind Holdings, LLC) in Shannon Wind Holdings, LLC shall have the right to designate a single Board Member. The Board Members shall not be entitled to compensation for their services on behalf of the Liquidation Trust as Board Members. Each Board Member shall continue to serve as a Board Member until the earlier of his or her: (i) death or incapacity, (ii) resignation pursuant to Section 1.11(b) below, (iii) removal pursuant to Section 1.11(c) below, or (iv) the termination of the Liquidation Trust pursuant to Section 2.1 below. The

right of a Class A Equity Investor to appoint a Board Member shall be transferrable with such party's Class A Equity.

(b) Resignation. A Board Member may resign from the Liquidation Trust Oversight Board at any time by an instrument in writing delivered to the Plan Administrator, the other member of the Liquidation Trust Oversight Board and the Class A Equity Investors.

(c) Removal. A member of the Liquidation Trust Oversight Board may be removed in the event that he or she becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence, or a consistent pattern of neglect and failure to perform or to participate in performing the duties of such member hereunder, such as repeated non-attendance at scheduled meetings, or for other good cause. Such removal may be made by the recommendation of one of the Class A Equity Investors, or the remaining Board Member, or by order of the Bankruptcy Court.

(d) Successor Board Member. In the event of a vacancy by reason of the death, incapacity or removal of a Board Member or prospective vacancy by reason of resignation, a successor Board Member may be nominated by the Class A Equity Investor who nominated such former Board Member. Notwithstanding anything in this Section 1.11, the Plan Administrator shall have the authority to discharge its duties under this Liquidation Trust Agreement without interruption with a single Board Member or in the absence of a single Board Member, if the Class A Equity Investors fail to nominate one or more Board Members; provided that failure to appoint a Board Member shall not act to forfeit the right of a Class A Equity Investor to appoint a Board Member in the future.

1.12 **Liquidation Trust Interests; Transferability; Surrender**.

(a) Liquidation Trust Interests shall be issued by the Plan Administrator to the Liquidation Trust Beneficiaries. In lieu of certificates evidencing Liquidation Trust Interests, the Plan Administrator shall maintain a register of the names, addresses, and interest percentages of the Liquidation Trust Beneficiaries based upon the provisions of the Plan which designate the Persons who are entitled to receive the Liquidation Trust Interests.

(b) The Liquidation Trust Interests may not be transferred, sold, pledged or otherwise disposed of, or offered for sale except for transfers by operation of law.

ARTICLE II.

DURATION AND TERMINATION OF LIQUIDATION TRUST

2.1 **Duration**. The duties, responsibilities and powers of the Plan Administrator shall terminate after all Liquidation Trust Assets transferred and assigned to the Liquidation Trust, or involving the Plan Administrator on behalf of the Liquidation Trust or Wind Down Debtor, are fully resolved, abandoned, or liquidated and the net proceeds of the Liquidation Trust Assets have been distributed in accordance with the Plan and this Agreement. Except in the circumstances set forth below, the Liquidation Trust shall terminate no later than three (3) years after the Effective Date; provided, however, if the Bankruptcy Court approves an extension based upon a finding that

such an extension is necessary for the Liquidation Trust to complete its liquidating purpose, the term of the Liquidation Trust may be extended one or more times for a finite period not to exceed six months (and such extensions shall not exceed a total of four extensions unless the Plan Administrator receives a favorable ruling from the Internal Revenue Service that any further extension would not adversely affect the status of the Liquidation Trust as a grantor trust for U.S. federal income tax purposes). Each such extension must be approved by the Bankruptcy Court within two months prior to the beginning of the extended term with notice thereof to the Liquidation Trust Beneficiaries. Upon the occurrence of the termination of the Liquidation Trust, the Plan Administrator shall file with the Bankruptcy Court a report thereof, seeking an order discharging the Plan Administrator.

2.2 **Continuance of Liquidation Trust for Winding Up**. After the termination of the Liquidation Trust and for the purpose of liquidating and winding up the affairs of the Liquidation Trust, the Plan Administrator shall continue to act as such until all duties under the Plan and this Agreement have been fully performed. Upon distribution of all of the Liquidation Trust Assets, or the proceeds thereof, the Plan Administrator shall hold the books, records and files delivered to or created by the Plan Administrator for a period of two (2) years after the last distribution of net proceeds is made. All costs and expenses associated with the storage of such documents shall be paid by the Liquidation Trust. At the Plan Administrator's discretion, all such records and documents may be destroyed at any time after two (2) years from the distribution of all of the Liquidation Trust Assets. Except as otherwise specifically provided herein, upon the distribution of all of the Liquidation Trust Assets, the Plan Administrator shall have no further duties or obligations hereunder except (a) to account and report as provided in Section 2.3 and Article IV hereof and (b) to perform such other acts as may be required by law.

2.3 **Final Accounting**. Upon termination of the Liquidation Trust, the Plan Administrator shall file an accounting with the Bankruptcy Court setting forth the amount it has collected and disbursed, and the fees and expenses incurred in administering the Liquidation Trust, including the fees and expenses incurred by the Plan Administrator and its professionals. The Plan Administrator shall seek the issuance and entry of any orders necessary to approve such accounting and discharge it from any and all liability for acting as Plan Administrator under the Plan and this Agreement. The Liquidation Trust's professionals shall be required to maintain accurate time and expense records to the extent required by the Plan.

ARTICLE III.

ADMINISTRATION OF TRUST ESTATE AND WIND DOWN

3.1 **Payment of Expenses**. The reasonable costs and expenses incurred by the Plan Administrator in performing the duties set forth in the Plan shall be paid from the Liquidation Trust Assets and Wind Down Account as set forth in the Plan. Neither the Debtor nor its Estate will be liable for any costs or expenses of the Plan Administrator or the Liquidation Trust beyond transferring the Liquidation Trust Assets to the Liquidation Trust and funding the Wind Down Account.

3.2 **Disbursement to Liquidation Trust Beneficiaries**. The Plan Administrator shall disburse funds to the Liquidation Trust Beneficiaries and holders of Prepetition Secured

Obligations Claims and Existing Equity Interests in accordance with the Plan and the following terms and conditions:

(a) Any payments to be made by the Liquidation Trust to the Liquidation Trust Beneficiaries, holders of Prepetition Secured Obligations Claims or holders of Existing Equity Interests shall be made only from the Liquidation Trust Assets to the extent that the Liquidation Trust shall have sufficient Liquidation Trust Assets to make such payments in accordance with the terms of this Section 3.2. Except as otherwise provided in the Plan, the Liquidation Trust Beneficiaries shall look solely to Liquidation Trust Assets for any distributions provided herein or in the Plan.

(b) The Plan Administrator shall distribute at least annually to the Liquidation Trust Beneficiaries any net income of the Liquidation Trust plus any net proceeds derived from the Liquidation Trust Assets in accordance with the Plan, except that the Liquidation Trust may retain an amount that is reasonably necessary to maintain the value of the Liquidation Trust Assets, administer the Liquidation Trust, administer the Wind Down, satisfy Allowed Claims as set forth in the Plan, prosecute the Retained Causes of Action that are Liquidation Trust Assets, and pay contingent liabilities or as otherwise required by the Plan.

(c) Distributions shall be made by the Plan Administrator to the Liquidation Trust Beneficiaries pursuant to the terms of the Plan until all Liquidation Trust Assets have been exhausted or all Allowed Claims of Liquidation Trust Beneficiaries have been paid in full. Subject to the foregoing, distributions to the Liquidation Trust Beneficiaries shall be made on or before each anniversary of the Effective Date. In the event that any distribution is returned to the Liquidation Trust as undeliverable or is unclaimed, such distribution shall remain in the Liquidation Trust's possession and be held in the Undeliverable Distribution Reserve (as defined below) until such time as a distribution becomes deliverable or such Holder accepts distribution, or such distribution reverts back to the Liquidation Trust (as described immediately below), as applicable, and shall not be supplemented with any interest, dividends, or other accruals of any kind. Such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of 90 (ninety) days from the date of attempted distribution. After such date, all unclaimed property or interest in property shall revert to the Liquidation Trust, and the Claim of any other Holder to such property or interest in property shall be discharged and forever barred. All funds or other property that vests or revests in the Liquidation Trust pursuant to this Section 3.2(c) shall be used, first, to pay any fees and expenses of the Liquidation Trust in accordance with this Agreement, second, if any balance remains, such balance shall be distributed pro rata to the other Liquidation Trust Beneficiaries who are Holders of Allowed Claims to the extent such Claims have not already been satisfied in full, and third, if any balance remains, to be distributed as provided in the Plan.

(d) The Plan Administrator may require any Holder of an Allowed Claim, including any Liquidation Trust Beneficiary entitled to a distribution from the Liquidation Trust, to furnish to the Plan Administrator such holder's Employer Identification Number or Federal Tax Identification Number as assigned by the Internal Revenue Service (including pursuant to an IRS Form W-8 or W-9 or similar), and the Plan Administrator may condition any distribution to such holder upon receipt of such identification number.

(e) All checks shall be transmitted by United States Post Office – First Class Mail, postage prepaid and addressed to the payee at such payee's address determined as set forth in Section 9.6 of the Plan.

3.3 **Other Disbursements**.

(a) As provided in Section 4.3 of the Plan, in the event the Prepetition Secured Obligations are not satisfied in full on the Effective Date from the Net Restructuring Transaction Proceeds, (x) first, the Plan Administrator shall distribute to the Prepetition Secured Parties the proceeds of any Collateral securing the Prepetition Secured Obligations that are Liquidation Trust Assets, if any, up to the Allowed amount of the Prepetition Secured Obligations; and (y) second, to the extent there is Cash available for distribution from the Liquidation Trust after satisfaction in full of all Allowed General Unsecured Claims, then such Cash shall be paid to the Prepetition Secured Parties up to the Allowed amount of the Prepetition Secured Obligations; *provided, however*, prior to making any distribution under this paragraph, the Plan Administrator must first ensure there is a sufficient reserve in the Liquidation Trust to satisfy all Liquidation Trust Expenses and the Wind Down Amount.

(b) As provided in Section 4.6 of the Plan, in full and final satisfaction, compromise, settlement, release, and discharge of each Allowed Existing Equity Interest, except to the extent that a Holder of an Allowed Existing Equity Interest agrees to less favorable treatment, and conditioned upon satisfaction in full in Cash of all Allowed Claims that are senior to Existing Equity Interests in priority of payment pursuant to the Bankruptcy Code (after taking into account a sufficient reserve to satisfy all Liquidation Trust Expenses) each Holder of an Existing Equity Interest in the Debtor shall receive its Pro Rata share of the remaining Cash available for distribution from the Liquidation Trust.

3.4 **Reports**.

(a) The Plan Administrator shall maintain good and sufficient books and records of account relating to the Liquidation Trust Assets, the management thereof, all transactions undertaken by the Plan Administrator, all expenses incurred by or on behalf of the Liquidation Trust, and all distributions either contemplated or effectuated under the Plan or this Agreement.

(b) As soon as practicable, but no later than 35 days after each calendar quarter or the termination of the Liquidation Trust, the Plan Administrator shall file with the Bankruptcy Court, a written report and account showing (i) the assets and liabilities of the Liquidation Trust at the end of such quarter or upon termination of the Liquidation Trust and the receipts and disbursements of the Liquidation Trust for such quarter, (ii) any changes in the Liquidation Trust Assets or to the allowance of Claims which have not been previously reported, (iii) a general description of the activities of the Liquidation Trust, and (iv) if applicable, the amount of compensation paid to the Plan Administrator for the preceding quarter pursuant to Section 6.1 hereof. The Plan Administrator may file similar reports for such interim periods as it, in its discretion, deems advisable. The Plan Administrator shall provide such other and further information regarding the Liquidation Trust and the Liquidation Trust Assets as may be necessary

to be in compliance with applicable law and shall prepare such additional reports as required by the Bankruptcy Court or the Plan.

(c) No later than 35 days after the end of each fiscal year, the Plan Administrator shall furnish to each Liquidation Trust Beneficiary a written statement indicating (i) the assets and liabilities of the Liquidation Trust at the end of such fiscal year and the receipts and disbursements of the Liquidation Trust for such fiscal year, and (ii) any changes in the Liquidation Trust Assets or to the allowance of Claims which have not been previously reported.

(d) All such reports prepared under this Section 3.4 shall be made available to the Liquidation Trust Oversight Board (if appointed) at the following meeting required by Section 4.3.

(e) The fiscal year of the Liquidation Trust shall end on the last day of December of each year unless some other fiscal year-end date is required by applicable law and is permissible under the Internal Revenue Code of 1986, as amended (the "***Internal Revenue Code***").

ARTICLE IV.

POWERS OF AND LIMITATIONS ON THE PLAN ADMINISTRATOR AND LIQUIDATION TRUST OVERSIGHT BOARD

4.1 **General Powers of Plan Administrator**. Subject to the express limitations contained in this Agreement and the Plan, including the oversight of the Liquidation Trust Oversight Board (if appointed), the Plan Administrator shall have, in addition to any powers conferred by other provisions of this Agreement or the Plan, the power to take any and all actions as, in the sole discretion of the Plan Administrator, are necessary or advisable to effectuate the purpose of the Liquidation Trust and the Plan, including the following powers, which it may exercise without the approval of the Bankruptcy Court, except to the extent otherwise required under the provisions of the Plan or this Agreement:

(a) To hold legal title to any and all rights of the Liquidation Trust Beneficiaries in or arising from the Liquidation Trust Assets, including, without limitation, the right to collect and receive any and all money and other property belonging to the Liquidation Trust, without supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by the Plan, the Confirmation Order, or this Agreement;

(b) To use, acquire, collect, liquidate, or dispose of any Liquidation Trust Assets or other assets of the Wind Down Debtor without supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by the Plan or the Confirmation Order;

(c) To invest or reinvest Liquidation Trust Assets as provided in Section 4.4 hereof and to cause such investments, or any part thereof, to be registered and held in its name, as Plan Administrator, or in the names of nominees;

(d) To abandon any Liquidation Trust Assets or other assets of the Wind Down Debtor (other than Cash) that the Plan Administrator reasonably determines to be without material monetary value or burdensome to the Plan Administrator's administration of the Liquidation Trust or the Wind Down of the Debtor's Estate, in each case after giving effect to the costs and expenses reasonably expected to liquidate such assets to Cash;

(e) To establish and maintain such bank accounts as may be necessary or appropriate, to draw checks on such bank accounts and to perform such other necessary and appropriate duties with respect to such accounts, or designate individuals as signatories therefor, as the Plan Administrator may direct and authorize;

(f) To effect all actions and enter into any agreement or execute any document or instrument required by, or consistent with, the Plan, the Confirmation Order, or this Agreement and perform all obligations thereunder;

(g) To retain and compensate, without the need for retention or fee applications or further order of the Bankruptcy Court, the services of employees, agents, professionals, and consultants to advise and assist in the administration of the Wind Down of the Debtor's Estate and the administration, prosecution, and distribution of the assets of the Debtor's Estate and the Liquidation Trust Assets in accordance with the Plan, the Confirmation Order, and this Agreement; *provided, for the avoidance of doubt*, the Plan Administrator may retain professionals and consultants that were previously engaged by the Debtor or its Estate;

(h) To withhold from the amount distributable to any person such amount as may be sufficient to pay any tax or other charge which the Plan Administrator has determined, in its reasonable discretion, may be required to be withheld therefrom under the income tax laws of the United States, any foreign country, or of any state, local, or political subdivision thereof;

(i) To perform all of the Plan Administrator's obligations under the Plan and this Agreement, including maintaining the Reserve Accounts and making all required distributions to Holders of Allowed Claims, including those that are Liquidation Trust Beneficiaries, and payment of U.S. Trustee Fees;

(j) To take all actions reasonably necessary to wind down the Wind Down Debtor and the Debtor's Estate;

(k) To make distributions to Professional Persons for Allowed Professional Fee Claims from the Professional Fee Escrow Account and as otherwise provided in the Plan;

(l) To make distributions to Holders of Allowed Claims and Interests in accordance with the terms of the Plan and Confirmation Order;

(m) To pay all reasonable expenses of the Wind Down of the Debtor and its Estate and the Liquidation Trust, solely from the Liquidation Trust Assets and Wind Down Account, as applicable;

(n) To pay all lawful expenses, debts, charges, taxes, and liabilities of the Wind Down Debtor and its Estate in accordance with this Agreement, the Plan, and the Confirmation Order;

(o) To exercise the Debtor's right of offsets against any Claims as permitted under the Plan;

(p) To object to the allowance of any Claims that are not Allowed under the Plan or by a Final Order of the Bankruptcy Court and to compromise and settle Disputed Claims, both as set forth in the Plan;

(q) To pursue, prosecute, and settle all the Retained Causes of Action that are Liquidation Trust Assets as set forth in the Plan;

(r) To institute, join or defend actions or other requests for relief and to take such other actions, including settlements thereof, on any terms deemed reasonable by the Plan Administrator to enforce or collect upon any instruments, contracts, agreements, or Retained Causes of Action constituting Liquidation Trust Assets;

(s) To perform any act authorized, permitted, or required under any instrument, contract, agreement, claim, or Cause of Action constituting Liquidation Trust Assets, whether in the nature of an approval, consent, demand, or notice thereunder or otherwise;

(t) To perform all ongoing obligations of the Plan Administrator or Wind Down Debtor as set forth in the Sale Documents;

(u) To file or cause to be filed all required U.S. federal, state, and local tax filings of the Liquidation Trust, pay taxes, if any, imposed on the Liquidation Trust or the Wind Down Debtor, make tax elections, if any, available to the Liquidation Trust or Wind Down Debtor under U.S. federal, state, or local law, and prepare applications for rulings or other administrative determinations from U.S. federal, state, local and foreign tax authorities as may be reasonably necessary to determine the tax liabilities of the Liquidation Trust, the Liquidation Trust Beneficiaries, the Wind Down Debtor, the Debtor, or the Debtor's Estate;

(v) To request any appropriate tax determination with respect to the Liquidation Trust, the Wind Down Debtor, the Debtor, or the Debtor's Estate, including, without limitation, a determination pursuant to section 505 of the Bankruptcy Code;

(w) To obtain insurance coverage with respect to its liabilities and obligations as Plan Administrator under the Plan or this Agreement (in the form of an errors and omissions policy or otherwise);

(x) To file post-confirmation and post-Effective Date reports and pay U.S. Trustee Fees as and when they become due;

(y) To close and, if necessary, re-open the Debtor's Chapter 11 Case;

(z) To assert or waive any privilege on behalf of the Debtor and its Estate, or on behalf of the Liquidation Trust; and

(aa) To exercise such other powers as may be vested in or assumed by the Plan Administrator pursuant to the Plan, this Agreement, or the Confirmation Order or as may be necessary and desirable to carry out the provisions of this Agreement and applicable law.

4.2 **Limitations on Plan Administrator**.

(a) The Plan Administrator shall carry out the purposes of the Plan, the Liquidation Trust, and the directions contained herein, and shall not at any time, on behalf of the Wind Down Debtor, Liquidation Trust, or the Liquidation Trust Beneficiaries, (i) enter into or engage in any business or (ii) accept an assignment of any right of action from, or assume any liabilities of, any person or entity other than the Debtor, and no part of the Liquidation Trust Assets or the proceeds, revenue, or income therefrom shall be used or disposed of by the Plan Administrator in furtherance of any business other than as contemplated by the Plan. This limitation shall apply irrespective of whether the conduct of any such business activities is deemed by the Plan Administrator to be necessary or proper for the conservation and protection of the Liquidation Trust.

(b) The Plan Administrator shall make continuing efforts to liquidate the Liquidation Trust Assets, make timely distributions, and not unduly prolong the duration of the Liquidation Trust.

(c) The Plan Administrator may not hold a controlling interest in the stock of, or be a partner, an officer or a director of any of the Liquidation Trust Beneficiaries.

4.3 **Consultation with Liquidation Trust Oversight Board**. If the Liquidation Trust Oversight Board is appointed, the Plan Administrator shall hold meetings with the Liquidation Trust Oversight Board at least quarterly for the purpose of consulting in good faith regarding all material issues affecting the Liquidation Trust, including (a) the resolution of Claims, (b) the disposition of Liquidation Trust Assets, and (c) updating the Liquidation Trust Oversight Board with respect to the finances of the Liquidation Trust.

4.4 **Investment Power**. The investment power of the Plan Administrator, other than that reasonably necessary to maintain the value of the Liquidation Trust Assets and to further the liquidating purpose of the Plan and Liquidation Trust, shall be limited to the power to invest (a) in demand and time deposits, such as short-term certificates of deposit, (b) in banks or other savings institutions, or (c) in other temporary, liquid investments, such as Treasury bills. Once such funds are so invested, the Plan Administrator shall not sell or otherwise liquidate the investment until such time as such funds are (a) needed to pay expenses incurred pursuant to this Agreement or the Plan, or (b) to be distributed pursuant to the Plan or this Agreement; *provided*, *however*, that the Plan Administrator may liquidate such investments if the Plan Administrator determines in its discretion that such liquidation is necessary to protect the Liquidation Trust from loss on the amounts invested. The Plan Administrator shall be restricted to the holding and collection of the Liquidation Trust Assets and the payment and distribution thereof for the purposes set forth herein

and in the Plan and to the conservation, protection, and maximization of the Liquidation Trust Assets and to the administration thereof in accordance with the provisions of the Plan and this Agreement. The Plan Administrator shall keep all Liquidation Trust Assets segregated from and shall not commingle any Liquidation Trust Assets with any assets of any other person, including any of the Plan Administrator's own assets.

4.5 **Additional Powers of Plan Administrator**. Subject to the express limitations contained herein, the Plan Administrator shall have, and may exercise with respect to the Liquidation Trust Assets, or any part thereof, and to the administration and distribution of the Liquidation Trust Assets, all powers now or hereafter conferred on trustees by the laws of the State of Texas. The powers conferred by this Section 4.5 in no way limit any power conferred on the Plan Administrator by any other section hereof or in the Plan but shall be in addition thereto; *provided*, *however*, that the powers conferred by this Section 4.5 are conferred and may be exercised only and solely within the limitations and for the limited purposes imposed and expressed in the Plan and in Article III and Article IV hereof.

4.6 **Tax and Reporting Duties of the Plan Administrator**. The Plan Administrator shall be responsible for all tax and other matters as set forth in Article V of this Agreement.

4.7 **Establishment and Maintenance of Accounts and Reserves**.

(a) On the Effective Date, or as soon thereafter as practicable, the Plan Administrator shall establish the following accounts and reserves (which, notwithstanding anything to the contrary contained in this Agreement, may be effected by either establishing segregated accounts or establishing book entry accounts, in the sole discretion of the Plan Administrator):

(i) General Account: One or more general accounts (collectively, the "***General Account***") (A) into which shall be deposited all funds not required or permitted to be deposited into any other account or reserve described in or contemplated by this Agreement or the Plan and (B) from which shall be made all distributions to Liquidation Trust Beneficiaries.

(ii) Disputed Claim Account: One or more accounts for Disputed Claims (collectively, the "***Disputed Claim Account***"). The Plan Administrator shall retain on account of Disputed Claims an amount the Plan Administrator estimates is necessary to fund the Pro Rata share of such distributions to Holders of Disputed Claims if such Claims were Allowed, with any Disputed Claims that are unliquidated or contingent being reserved in an amount reasonably determined by the Plan Administrator. Cash retained on account of such Disputed Claims shall be retained in the Disputed Claims Account for the benefit of the Holders of Disputed Claims pending a determination of their entitlement thereto under the terms of the Plan. The Plan Administrator shall, in its sole discretion, determine the best way to treat for tax purposes the Disputed Claim Account, including electing to treat as, without limitation, a disputed ownership fund under Treasury Regulation Section 1.468B-9 or otherwise as a separate trust or entity, and shall file all income tax returns consistent with respect to such treatment. Absent an election by the Plan Administrator to treat the Disputed Claim Account as a disputed ownership fund or otherwise as a separate trust or entity, then, the Plan Administrator shall treat as taxable income or loss of each Disputed Claim, with respect to any given taxable year, the portion of the taxable

income or loss of the Liquidation Trust that would have been allocated to the holders of Disputed Claims had such Disputed Claims been Allowed on the Effective Date (but only for the portion of the taxable year with respect to which such Disputed Claims are unresolved). If a disputed ownership fund election is made, any amounts allocable to, or retained on account of, Disputed Claims generally will be subject to tax annually on a separate entity basis on any net income earned with respect to the Liquidation Trust Assets in the Disputed Claim Account. All parties (including, without limitation, the Debtor, the Wind Down Debtor, the Plan Administrator, the Liquidation Trust and the Liquidation Trust Beneficiaries) will be required to report for tax purposes consistently with the foregoing.

(iii) Subsequent Establishment of Accounts and Reserves. On or after the Effective Date, the Plan Administrator (i) shall establish and maintain such additional accounts and reserves as may be required by applicable law or by order of the Bankruptcy Court and (ii) may establish and maintain such additional accounts and reserves as it deems necessary or desirable to carry out the provisions of the Plan and this Agreement, including without limitation, an account, designated as an "***Undeliverable Distribution Reserve***," as described more fully in Section 4.7 of this Agreement.

4.8 **Undeliverable Distribution Reserve**.

(a) The Plan Administrator shall establish the Undeliverable Distribution Reserve (which may be affected by either establishing a segregated account or establishing book entry accounts, in the sole discretion of the Plan Administrator).

(b) If a distribution to any holder of an Allowed Claim is returned to the Plan Administrator as undeliverable or is otherwise unclaimed, such distribution shall be deposited in a segregated, interest bearing account, designated as an "Undeliverable Distribution Reserve," for the benefit of such holder until such time as such distribution becomes deliverable, is claimed, or is deemed to be unclaimed property and is revested in the Liquidation Trust in accordance with Section 3.2(c) of this Agreement.

4.9 **Duties and Powers of the Liquidation Trust Oversight Board**. In furtherance of and consistent with the purpose of the Liquidation Trust and the Plan, during any time during which at least one (1) Board Member has been duly appointed and is serving in such capacity, the Liquidation Trust Oversight Board shall oversee the activities of the Plan Administrator as set forth herein. The Plan Administrator shall report material matters to, and may seek advice from, the Liquidation Trust Oversight Board, as and to the extent set forth in this Agreement and consistent with the Plan and Confirmation Order. In all circumstances, the Liquidation Trust Oversight Board shall act in the best interests of all Liquidation Trust Beneficiaries and in furtherance of the purpose of the Liquidation Trust, and in accordance with this Agreement and not in its own best interest. The Liquidation Trust Oversight Board shall remain in existence until such time as the final Distributions hereunder have been made.

4.10 **Matters Requiring Consent of the Liquidation Trust Oversight Board**. Notwithstanding anything in this Agreement to the contrary, during any time during which at least one (1) Board Member has been duly appointed, the Plan Administrator shall obtain the consent

of the Liquidation Trust Oversight Board for the items listed below, which consent shall require the affirmative majority vote of the Liquidation Trust Oversight Board:

(a) Any proposed modification to the indemnification or exculpation provisions of this Agreement;

(b) Any proposed material modifications to the Agreement pursuant to Section 7.1 herein;

(c) Any (i) proposed settlement of claims consisting of an allowed amount of $100,000 or more, (ii) filing of a complaint or otherwise pursuing or prosecuting any Estate Cause of Action or otherwise pursuing any affirmative claim of the Liquidation Trust, or (iii) proposed settlement of Estate Causes of Action with a face amount of $500,000 or more; *provided*, *however*, notwithstanding this Section 4.10(c), for any proposed settlement of claims for less than $100,000 or Estate Causes of Action with a face amount less than $500,000, the Plan Administrator shall provide prior notice to the Liquidation Trust Oversight Board;

(d) Any proposed assignment, distribution or other apportionment of Liquidation Trust Assets other than (i) payment or distributions of Liquidation Trust Assets expressly provided for in this Agreement or the Plan Administrator's Engagement Agreement as defined in Section 6.1 hereof (such as, the payment of compensation in the ordinary course), or (ii) assignments, distributions, or other apportionment of Liquidation Trust Assets not exceeding $100,000 or more in any 12-month period or $500,000 or more in the aggregate;

(e) Any proposed financing, such as litigation financing or similar, or litigation insurance, to be obtained in the name of, and on behalf of, the Liquidation Trust;

(f) Motions to close the Chapter 11 Case and issue a final decree under section 350 of the Bankruptcy Code; and

(g) The entry into, amendment in any material respect of, waiver, or termination (other than pursuant to its terms) of the Plan Administrator's Engagement Agreement, any proposed amendment or modification thereof, and any proposed adjustment of the Plan Administrator's compensation pursuant to Section 6.1 hereof.

In the event there is a tie with respect to any affirmative vote of the Liquidation Trust Oversight Board, the Plan Administrator may cast the deciding vote.

Notwithstanding anything stated in this Section 4.10 or the Agreement, for the avoidance of doubt, the Plan Administrator shall have the authority to take action or elect to withhold action without the prior authorization of the Liquidation Trust Oversight Board, except as expressly set forth in this Section 4.10; and provided further, that if the Liquidation Trust Oversight Board does not approve any proposed matter requiring the consent of the Liquidation Trust Oversight Board under this Section 4.10, the Plan Administrator may seek approval of such matter by the Bankruptcy Court.

ARTICLE V.

TAX MATTERS

5.1 **Classification of the Liquidation Trust**. For all U.S. federal income tax purposes, all parties (including the Debtor, the Plan Administrator, and the Liquidation Trust Beneficiaries) are required to treat the vesting of the Liquidation Trust Assets in the Liquidation Trust, and the transfer of the Liquidation Trust Assets to the Liquidation Trust for the benefit of the Liquidation Trust Beneficiaries as (a) a transfer of the Liquidation Trust Assets directly to the Liquidation Trust Beneficiaries followed by (b) the transfer by the Liquidation Trust Beneficiaries to the Liquidation Trust of the Liquidation Trust Assets. The Liquidation Trust will be treated as a grantor trust for U.S. federal income tax purposes and, to the extent permitted under applicable law, for state and local income tax purposes. The Liquidation Trust Beneficiaries shall be treated as the grantors and owners of their allocable portion of the Liquidation Trust Assets for U.S. federal income tax purposes. The parties shall not take any position on their respective tax returns or with respect to any other matter related to taxes that is inconsistent with treating the Liquidation Trust as a "liquidating trust" within the meaning of Treasury Regulation Section 301.7701-4(d), unless any party receives definitive guidance to the contrary from the Internal Revenue Service.

5.2 **General Tax Reporting by the Liquidation Trust and the Liquidation Trust Beneficiaries**.

(a) The Plan Administrator shall prepare, consistent with Section 4.1 hereof, and file on behalf of the Liquidation Trust, at the time and in the manner prescribed by the Internal Revenue Code and applicable state and local law, such tax returns and reports as may be required, including but not limited to returns and reports required by Treasury Regulations Section 1.671-4(a), and shall promptly furnish copies of such returns and reports as filed to the Liquidation Trust Beneficiaries. The Plan Administrator shall pay or cause to be paid any and all taxes imposed on the Liquidation Trust.

(b) As soon as practicable after the close of each fiscal year, the Plan Administrator shall mail to each of the Liquidation Trust Beneficiaries a statement setting forth the beneficiary's share of items of income, gain, loss, deduction, or credit and will instruct all such beneficiaries to report such items on their U.S. federal income tax returns. The Liquidation Trust's taxable income, gain, loss, deduction, or credit will be allocated to the Liquidation Trust Beneficiaries in accordance with their relative beneficial interests in the Liquidation Trust.

(c) The Plan Administrator shall be responsible for payments, out of the Liquidation Trust Assets, of any taxes imposed on the Liquidation Trust or its assets. In the event, and to the extent any cash retained on account of Disputed Claims in any such reserve is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, Disputed Claims, such taxes paid by the Plan Administrator other than from the reserve for Disputed Claims shall be (i) reimbursed from any subsequent cash amount retained on account of Disputed Claims or (ii) to the extent such Disputed Claims have subsequently been resolved, deducted from any amounts distributable by the Plan Administrator as a result of the resolutions of such Disputed Claims.

(d) The Liquidation Trust may retain professionals to perform the Plan Administrator's duties under this Section 5.2 and, subject to Section 6.6, may rely upon the performance of such professionals with respect to such duties.

(e) The Plan Administrator may request an expedited determination of taxes of the Liquidation Trust under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Liquidation Trust for all taxable periods through the dissolution of the Liquidation Trust.

5.3 **Withholding of Taxes and Other Charges**. The Liquidation Trust may withhold from any amounts distributable at any time to the Liquidation Trust Beneficiaries such sum or sums as may be necessary to pay any taxes or other charges which have been or may be imposed on the Liquidation Trust or the Liquidation Trust Beneficiaries under the income tax laws of the United States or of any state or political subdivision by reason of any distribution provided for in Section 3.2 hereof or in the Plan, whenever such withholding is required by any law, regulation, rule, ruling, directive, or other governmental requirement, and the Plan Administrator, in the exercise of its discretion and judgment, may enter into agreements with taxing or other authorities for the payment of such amounts as may be withheld in accordance with the provisions of this Section 5.3. All Liquidation Trust Beneficiaries shall be required to provide any documentation reasonably requested by the Plan Administrator to establish an exemption or reduction from withholding. Notwithstanding the foregoing, but without prejudice to the Liquidation Trust's rights hereunder, the Liquidation Trust Beneficiaries shall have the right with respect to the United States or any state or political subdivision or entity to contest the imposition of any tax or other charge by reason of any distribution hereunder or under the Plan.

5.4 **Other**. The Plan Administrator shall file, or cause to be filed, any other statements, returns, or disclosures relating to the Liquidation Trust that are required by any governmental unit or applicable law.

ARTICLE VI.

THE PLAN ADMINISTRATOR

6.1 **Plan Administrator's Compensation and Reimbursement**.

(a) The Plan Administrator shall provide administrative and management services to the Liquidation Trust and be engaged by the Liquidation Trust, in accordance with this Agreement and pursuant to one or more written engagement agreements (collectively, the "***Plan Administrator's Engagement Agreement***") approved by the Plan Administrator with the consent of the Liquidation Trust Oversight Board in accordance with Section 4.10(g) hereof, which Plan Administrator's Engagement Agreement shall set forth the further scope of services, compensation, indemnification, termination rights, and other terms applicable to the Plan Administrator's engagement. In the event of any inconsistency between the provisions of this Agreement and the provisions of the Plan Administrator's Engagement Agreement, the provisions of this Agreement, as applicable, shall control.

(b) Beginning on the Effective Date and continuing throughout the duration of its engagement, the Plan Administrator shall be compensated as set forth in **Exhibit A**. The Plan Administrator shall bill monthly at its professionals' standard hourly rates, invoiced and payable monthly; *provided* that the standard hourly rates may increase annually beginning January 1, 2027, and thereafter. The Plan Administrator and its support professionals shall maintain time sheets which record a description of the activities he or she undertakes on behalf of the Liquidation Trust and the amount of time expended for each such activity. The Plan Administrator and its support professionals shall also be entitled to reimbursement of all reasonable expenses on a monthly basis. The payment of the fees of the Plan Administrator and any professionals retained by the Plan Administrator shall be made by the Plan Administrator from the Wind Down Account and from the Liquidation Trust Assets in accordance with the Plan.

(c) The Plan Administrator shall have the right to retain the services of attorneys, accountants, and other professionals that, in the discretion of the Plan Administrator, are necessary to assist the Plan Administrator in the performance of its duties. The reasonable fees and expenses of such professionals shall be paid from the Wind Down Account and from the Liquidation Trust Assets in accordance with the Plan, and upon the monthly submission of statements to the Plan Administrator or as otherwise agreed by the Plan Administrator and such professionals. The payment of the reasonable fees and expenses of the Plan Administrator's retained professionals shall be made in the ordinary course of business from the Wind Down Account and Liquidation Trust Assets and shall not be subject to the approval of the Bankruptcy Court.

6.2 **Resignation**. The Plan Administrator may resign as Plan Administrator hereunder by giving not less than 60 (sixty) days' prior written notice thereof to the Liquidation Trust Oversight Board and the Liquidation Trust Beneficiaries. Such resignation shall become effective on the later to occur of: (a) the day specified in such notice or (b) the appointment of a successor Plan Administrator pursuant to Section 6.4 of this Agreement and the acceptance by such successor Plan Administrator of such appointment. If a successor Plan Administrator is not appointed or does not accept his, her or its appointment within 60 (sixty) days following delivery of notice of resignation, the Plan Administrator may petition the Bankruptcy Court for the appointment of a successor Plan Administrator.

6.3 **Removal**. The Plan Administrator (and its successors) may be removed by the Bankruptcy Court for good cause shown upon the motion of the Liquidation Trust Oversight Board or one or more Liquidation Trust Beneficiaries. Such removal shall be effective thirty (30) days after the Bankruptcy Court's determination or after such shorter period (or immediately) as the Bankruptcy Court may direct. Upon removal of the Plan Administrator by the Bankruptcy Court in accordance with this Section 6.3, unless such removal was "for cause" (as defined in the following sentence), the Plan Administrator shall be entitled to all compensation that has accrued through the date of such removal, but remains unpaid as of such date, which payment shall be made promptly by the Liquidation Trust from the Wind Down Account or Liquidation Trust Assets. For purposes of the preceding sentence, "for cause" shall mean: (a) the willful and continued refusal by the Plan Administrator to perform its duties as set forth herein; or (b) gross negligence, misconduct, fraud, embezzlement, or theft.

6.4 **Appointment of Successor Plan Administrator**. In the event of the resignation, removal or incapacity of the Plan Administrator, the Liquidation Trust Oversight Board or any Liquidation Trust Beneficiary (a) may recommend a successor Plan Administrator to the Bankruptcy Court; and (b) shall notify the Bankruptcy Court of such resignation, removal, or incapacity, which shall designate a successor Plan Administrator, after notice and a hearing. The successor Plan Administrator shall give written notice of his, her, or its appointment to the Liquidation Trust Oversight Board and the Liquidation Trust Beneficiaries as soon thereafter as is practicable. Any successor Plan Administrator appointed hereunder shall execute, acknowledge and deliver to the Bankruptcy Court and the retiring Plan Administrator an instrument duly accepting such appointment and agreeing to be bound by the terms of this Agreement and thereupon such successor Plan Administrator, without further act, deed or conveyance, shall become vested with all the rights, powers, trusts, and duties of the Plan Administrator under this Agreement. All fees and expenses of the Plan Administrator shall be paid unless disputed by the successor Plan Administrator, in which case such dispute shall be subject to resolution by the Bankruptcy Court.

6.5 **Liquidation Trust Continuance**. The resignation or removal of the Plan Administrator shall not operate to terminate the Liquidation Trust or to revoke any existing agency created pursuant to the terms of this Agreement or invalidate any action theretofore taken by the Plan Administrator or any prior Plan Administrator. In the event of the resignation or removal of the Plan Administrator, such Plan Administrator shall (i) promptly execute and deliver such documents, instruments, and other writings as may be reasonably requested by the successor Plan Administrator to effect the termination of the Plan Administrator's capacity under this Agreement and the conveyance of the Liquidation Trust Assets then held by the Plan Administrator to such Plan Administrator's successor; (ii) deliver to the successor Plan Administrator all documents, instruments, records, and other writings related to the Liquidation Trust as may be in the possession of the Plan Administrator; and (iii) otherwise assist and cooperate in effecting the assumption of his, her, or its obligations and functions by such successor Plan Administrator.

6.6 **Reliance by Plan Administrator**. The Plan Administrator may rely, and shall be fully protected personally in acting upon, any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order, or other instrument or document which the Plan Administrator believes to be genuine and to have been signed or presented by the proper party or parties or, in the case of facsimile transmissions or electronic mail, to have been sent by the proper party or parties, in each case without obligation to satisfy itself that the same was given in good faith and without responsibility for errors in delivery, transmission, or receipt. In the absence of fraud, willful misconduct, or gross negligence on the Plan Administrator's part, the Plan Administrator may rely as to the truth of any statements contained therein in acting thereon. The Plan Administrator may consult with and rely on the advice of legal counsel and such other experts, advisors, consultants, or other professionals as shall have been retained pursuant to this Agreement and shall be fully protected in respect of any action taken or suffered by them in accordance with the written opinion of legal counsel. Notwithstanding such authority, the Plan Administrator shall be under no obligation to consult with attorneys, accountants or its agents, and its determination to not do so should not result in imposition of liability on the Plan Administrator unless such determination is based on willful misconduct, gross negligence, or fraud.

6.7 **Standard of Care**. The Plan Administrator shall not be liable for any act or omission taken or omitted to be taken in its capacity as the Plan Administrator pursuant to the discretion, power, and authority conferred on the Plan Administrator by this Agreement, the Plan, and the Confirmation Order, other than acts or omissions resulting from the Plan Administrator's willful misconduct, gross negligence, or fraud. The Plan Administrator may, in connection with the performance of its functions, consult with attorneys, accountants, and agents, and shall not be liable for any act taken, omitted to be taken, or suffered to be done in accordance with advice or opinions rendered by such professionals unless found liable for any sanctions, attorney fees, or other remedies imposed by the Bankruptcy Court to the extent permitted by applicable law. Notwithstanding such authority, the Plan Administrator shall be under no obligation to consult with attorneys, accountants, or agents, and its determination not to do so shall not result in imposition of liability on the Plan Administrator unless such determination is based on willful misconduct, gross negligence, or fraud.

6.8 **Exculpation of Liquidation Trust Oversight Board**. The Liquidation Trust Oversight Board and each Board Member shall not be liable for any act or omission taken or omitted to be taken in good faith in connection with their oversight functions under this Agreement, except for acts or omissions constituting willful misconduct, gross negligence, or fraud. In connection with the performance of their functions, the Liquidation Trust Oversight Board and each Board Member may consult with attorneys, accountants, advisors, and other professionals, including the professionals retained by the Liquidation Trust, and shall not be liable for any act taken, omitted to be taken, or suffered to be done in accordance with advice or opinions rendered by such professionals, except to the extent of willful misconduct, gross negligence, or fraud.

6.9 **No Liability for Acts of Predecessor Trustees**. No successor Plan Administrator shall be in any way liable for the acts or omissions of any predecessor Plan Administrator unless a successor Plan Administrator expressly assumes such responsibility.

6.10 **Insurance**. The Plan Administrator may purchase, at the expense of the Liquidation Trust or from the Wind Down Account, errors and omissions or directors' and officers' liability insurance with regard to any liabilities, losses, damages, claims, costs, and expenses it may incur, including but not limited to attorneys' fees, arising out of or due to its actions or omissions or consequences of such actions or omissions, other than as a result of its fraud, gross negligence, or willful misconduct, with respect to the implementation of this Agreement, the Plan, or the Confirmation Order.

6.11 **No Implied Obligations**. No Plan Administrator shall be liable for any duties or obligations except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be read into this Agreement.

6.12 **No Personal Liability**. Persons dealing with the Liquidation Trust must look solely to the Liquidation Trust or Liquidation Trust Assets for the enforcement of any claims against the Liquidation Trust or to satisfy any liability incurred by the Plan Administrator to such Persons in carrying out the terms of this Liquidation Trust, and none of the Plan Administrator, any Board Member, the Debtor or any other Person shall have any personal liability or individual obligation to satisfy any such liability.

6.13 **Indemnification**. The Liquidation Trust shall indemnify and hold harmless the (i) Plan Administrator, (ii) Liquidation Trust Oversight Board and the Board Members and (iii) each of their agents, representatives, professionals, and employees from and against and in respect to any and all liabilities, losses, damages, claims, costs, and expenses, including, but not limited to attorneys' fees and costs arising out of or due to their actions or omissions, or consequences of such actions or omissions, with respect to the Liquidation Trust or the implementation or administration of the Plan and Wind Down of the Debtor's Estate, **INCLUDING ANY SUCH LOSS THAT MAY RESULT FROM THE ORDINARY NEGLIGENCE OF THE PLAN ADMINISTRATOR AND HIS OR HER AGENTS, REPRESENTATIVES, PROFESSIONALS, AND EMPLOYEES**; *provided*, *however*, that no such indemnification will be made to such Persons for such actions or omissions as a result of willful misconduct, gross negligence, or fraud.

ARTICLE VII.

AMENDMENTS

7.1 **Amendments**. The parties hereto may make and execute written amendments to this Agreement; *provided*, *however*, that in no event shall this Agreement be amended so as to: (a) change the purpose of the Liquidation Trust as set forth in Article I hereof; (b) allow funds constituting Liquidation Trust Assets to be invested in a manner other than as permitted in Section 4.3 hereof; (c) adversely affect the distributions to be made under this Agreement to any Liquidation Trust Beneficiaries; (d) adversely affect the U.S. federal income tax status of the Liquidation Trust in accordance with Article I hereof; or (e) allow for amendments inconsistent with the terms of the Plan.

ARTICLE VIII.

MISCELLANEOUS PROVISIONS

8.1 **Applicable Law**. The Liquidation Trust created herein shall be construed, regulated, and administered under the laws of the State of Texas, subject to any rules, regulations and laws applied in the Bankruptcy Court and subject to Article XV of the Plan, without regard to principles of conflicts of law; *provided* that the Liquidation Trust and any interpretation or enforcement of the provisions of this Agreement shall be subject to the jurisdiction of the Bankruptcy Court.

8.2 **Rules of Construction**. Unless otherwise specified, all section or exhibit references in this Agreement are to the respective section in, or exhibit to, this Agreement. The words "herein," "hereof," "hereto," "hereunder," and other words of similar import refer to this Agreement as a whole and not to any particular section, subsection, or clause contained herein. The use of "include" or "including" is without limitation, whether stated or not. Whenever from the context it is appropriate, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and neuter genders. Any capitalized term used but not otherwise defined in this Agreement that is defined in the Plan shall have the meaning ascribed to such term in the Plan. Any reference in this Agreement to an existing document, exhibit, or

schedule means such document, exhibit, or schedule as it may have been or may be amended, modified, or supplemented from time to time. In the event of any inconsistency between the provisions of this Agreement and the provisions of the Plan or the Confirmation Order, the provisions of the Plan or the Confirmation Order, as applicable, shall control.

8.3 **No Association, Partnership, or Joint Venture**. This Agreement is not intended to create, and shall not be interpreted as creating, an association, partnership, or joint venture of any kind.

8.4 **Partial Invalidity**. If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such term or provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement, and this Agreement shall be construed so as to limit any term or provision so as to make it a legal, valid, and enforceable provision, provided that such construction, to the maximum extent possible, shall give effect to the purposes of the Plan.

8.5 **Notices**. All notices, requests, consents and other communications hereunder shall be in writing and shall be addressed (i) if to the Plan Administrator, Accordion Partners, LLC, Attn: John Shepherd, 1920 McKinney Ave, Suite 950, Dallas, TX, 75201, or such other address as such Plan Administrator will have furnished; and (ii) if to any Liquidation Trust Beneficiary, at the address provided or determined for distributions in Section 9.6 of the Plan. All such notices, requests, consents and other communications shall be given to the Plan Administrator by facsimile, hand delivery, overnight delivery, or, if to a Liquidation Trust Beneficiary, by first-class mail, postage prepaid, and shall be deemed given when actually delivered (with respect to the Plan Administrator), or three (3) business days after deposit in the U.S. mail if mailed (with respect to a Liquidation Trust Beneficiary).

8.6 **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument.

8.7 **Headings**. The section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof.

8.8 **Confidentiality**. The Plan Administrator and the Board Members shall, during the period that they serve in such capacities under this Agreement and following either the termination of this Agreement or their removal, incapacity, or resignation hereunder, hold strictly confidential and not use for personal gain any material, non-public information of or pertaining to any entity to which any of the Liquidation Trust Assets relates or of which it has become aware in such capacities.

8.9 **No Bond Required**. Notwithstanding any state law to the contrary, the Plan Administrator (including any successor trustee) shall be exempt from giving any bond or other surety in any jurisdiction.

8.10 **Retention of Jurisdiction**. The Bankruptcy Court shall retain jurisdiction as set forth in Article XIV of the Plan over issues related to the enforcement or interpretation of this Agreement, including the determination of all claims, controversies, disputes and issues arising under or in connection with the Liquidation Trust or this Agreement and the management and administration of the Liquidation Trust and for all of the purposes contemplated herein.

8.11 **Relationship to Plan**. The principal purpose of this Agreement is to aid in the implementation of the Plan and, therefore, this Agreement incorporates and is subject to the provisions of the Plan. In the event any provision of this Agreement is found to be inconsistent with a provision of the Plan or the Confirmation Order, the provision of the Plan or the Confirmation Order shall control.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be duly executed as of the day and year first written.

SHANNON WIND, LLC

By: _____
Name: John Shepherd
Title: CRO

ACCORDION PARTNERS, LLC, as Plan Administrator

By: _____
Name: _____
Title: _____

EXHIBIT A

The customary hourly rates charged by the Plan Administrator's professionals as of January 1, 2026, are as follows:

Professional	Per Hour (USD)
Senior Managing Directors	$1,050 - $1,250
Managing Directors	$950 - $1,050
Senior Directors	$795 - $895
Directors	$675 - $775
Vice Presidents	$575 - $650
Associates	$450 - $550

John Shepherd and Patrick O'Malley will have primary responsibility for the Plan Administrator's duties under this Agreement and their hourly rates as of January 1, 2026 are $1,225 and $795, respectively.