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]	

DEBTOR'S WITNESS AND EXHIBIT LIST FOR HEARING SCHEDULED FOR JUNE 3, 2026 AT 9:00 A.M. (PREVAILING CENTRAL TIME)

The debtor and debtor in possession in the above-captioned chapter 11 case (the "**Debtor**"), hereby submits this witness and exhibit list (the "**Witness and Exhibit List**") and designates the following witnesses and exhibits in connection with the matters scheduled for hearing on **June 3, 2026 at 9:00 a.m. (prevailing Central Time)** (the "**Hearing**").

A. Witnesses

1. John Shepherd, the Chief Restructuring Officer for the Debtor, and Senior Managing Director in the Turnaround and Restructuring Group of the Debtor's financial advisor, Accordion Partners, LLC.

2. Komu Kumar, Managing Director of Nomura Securities International, Inc., investment banker for the Debtor.

3. Adam J. Gorman, Director of Verita Global LLC, the Debtor's Claims and Noticing Agent.

4. Any witnesses called or designated by any other party.

5. Any impeachment or rebuttal witnesses as necessary.

6. The Debtor reserves the right to cross examine any witness called by any other party.

[1] The last four digits of the Debtor's federal tax identification number are 3562. For the purpose of this chapter 11 case, the Debtor's address is 1920 McKinney Ave, Suite 950, Dallas, TX, 75201. Additional information regarding the Debtor's case can be found on the website of the Debtor's claims and noticing agent at https://www.veritaglobal.net/shannon.

B. Exhibits

Ex. No.	Description	Judicial Notice	Marked	Offered	Objected	Admitted	Date	Disp. After Trial
1.	Asset Purchase Agreement [Docket No. 201-3]							
2.	Declaration of John Shepherd in Support of Debtor's Designation of Stalking Horse Bidder [Docket No. 146]							
3.	Declaration of Komu Kumar in Support of the Debtor's Proposed Sale Transaction [Docket No. 203]							
4.	February 16, 2026 *Certificate of Service re: Debtor's Emergency Motion for Entry of (A) Order (I) Scheduling a Hearing on the Approval of the Sale of All or Substantially All of the Debtor's Assets Free and Clear of All Liens, Claims, Encumbrances and Other Interests, and the Assumption and Assignment of Executory Contracts and Unexpired Leases, (II) Approving Certain Bidding Procedures, Assumption and Assignment Procedures, and the Form and Manner of Notice Thereof, (B) Order (I) Approving a Final Asset Purchase Agreement, (II) Authorizing the Sale of All or Substantially All of the Debtor's Assets Free and Clear of All Liens, Claims, Encumbrances and Other Interests, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [Docket No. 56]							
5.	February 20, 2026 *Certificate of Service re: Documents Served on February 18, 2026* [Docket No. 74]							

Ex. No.	Description	Judicial Notice	Marked	Offered	Objected	Admitted	Date	Disp. After Trial
6.	February 20, 2026 *Certificate of Service re: 1) Notice of Bidding Procedures Order and Proposed Sale; and 2) Application of Shannon Wind, LLC Pursuant to 11 U.S.C. § 327(a), Fed. R. Bankr. P. 2014(a) and 2016, and Local Rules 2014-1 and 2016-1 for Authority to Retain and Employ Bradley Arant Boult Cummings LLP as Attorneys for Shannon Wind, LLC Effective as of the Petition Date* [Docket No. 87]							
7.	March 3, 2025 *Affidavit of Publication of the Notice of Bankruptcy Sale of the Assets of Shannon Wind, LLC in the Houston Chronicle, The New York Times, and Wichita Falls Times Record News* [Docket No. 92]							
8.	March 31, 2026 *Certificate of Service re: Notice of Potential Assumption or Assumption and Assignment of Certain Executory Contracts and Unexpired Leases* [Docket No. 116]							
9.	April 30, 2026 *Certificate of Service re: Supplemental Notice of Potential Assumption or Assumption and Assignment of Certain Executory Contracts and Unexpired Leases* [Docket No. 147]							
10.	May 4, 2026 *Certificate of Service re: Documents Served on or Before April 30, 2026* [Docket No. 154]							
11.	May 12, 2026 *Certificate of Service re: Order (I) Approving (A) Designation of Stalking Horse Bidder and (B) Stalking Horse Bid Protections and (II) Granting Related Relief* [Docket No. 167]							

Ex. No.	Description	Judicial Notice	Marked	Offered	Objected	Admitted	Date	Disp. After Trial
12.	May 6, 2026 *Certificate of Service re: 1) Debtors Application for Entry of an Order (I) Further Extending the Deadline for the Debtor to Comply with Section 345(b) of the Bankruptcy Code; and (II) Granting Related Relief; 2) Notice of Schedule Supplement to Stalking Horse Agreement; and 3) Debtors Motion for Entry of an Order (I) Extending the Deadline by Which the Debtor Must Assume or Reject Unexpired Leases of Nonresidential Real Property and (II) Granting Related Relief* [Docket No. 158]							
13.	May 18, 2026 Certificate *of Service re: Notice of Cancellation of Auction* [Docket No. 185]							
14.	Declaration of John Shepherd in Support of (I) Final Approval of the Disclosure Statement and (II) Confirmation of the Plan [Docket No. 204]							
15.	Declaration of Adam J. Gorman With Respect to the Tabulation of Votes on the Amended Combined Disclosure Statement and Chapter 11 Plan [Docket No. 205]							
16.	Notice of Filing of Second Plan Supplement [Docket No. 202]							
17.	May 6, 2026 *Affidavit Re: Publication of the Notice of (I) Combined Hearing on Final Approval of the Disclosure Statement and Confirmation of the Plan, (II) Deadline to Cast Votes to Accept or Reject the Plan, and (III) Notice of Objection and Opt Out Rights in the Houston Chronicle, The New York Times,*							

Ex. No.	Description	Judicial Notice	Marked	Offered	Objected	Admitted	Date	Disp. After Trial
	and Wichita Falls Times Record News [Docket No. 159]							
18.	May 14, 2026 *Certificate of Service re: Solicitation Materials Served on or Before May 14, 2026 y Kurtzman Carson Consultants, LLC d/b/a Verita Global* [Docket No. 182]							
19.	May 15, 2026 Certificate *of Service re: Notice of (A) Executory Contracts and Unexpired Leases to be Assumed or Assumed and Assigned by the Debtor Pursuant to the Plan, (B) Cure Amounts, If Any, and (C) Related Procedures in Connection Therewith* [Docket No. 183]							
20.	May 27, 2026 *Certificate of Service re: Notice of Filing of Plan Supplement* [Docket No. 196]							
21.	May 28, 2026 Certificate *of Service re: 1) Debtor's Motion for Entry of an Order (I) Extending the Exclusivity Periods Pursuant to Section 1121 of the Bankruptcy Code and (II) Granting Related Relief; 2) Order (I) Extending the Deadline by Which the Debtor May Remove Civil Actions and (II) Granting Related Relief; and 3) Supplemental Notice of (A) Executory Contracts and Unexpired Leases to be Assumed or Assumed and Assigned by the Debtor Pursuant to the Plan, (B) Cure Amounts, If Any, and (C) Related Procedures in Connection Therewith* [Docket No. 198]							
	All exhibits necessary for impeachment purposes.							

Ex. No.	Description	Judicial Notice	Marked	Offered	Objected	Admitted	Date	Disp. After Trial
	Any other document entered or filed in the above-styled bankruptcy case, including any exhibits thereto.							
	Any and all documents identified or offered by any other party							

RESERVATION OF RIGHTS

The Debtor reserves the right to introduce one or more, or none, of the exhibits listed above, and further reserves the right to supplement this list prior to the Hearing.

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Dated: June 1, 2026
Houston, Texas

Respectfully submitted,

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Counsel for Shannon Wind, LLC as Debtor and Debtor in Possession

CERTIFICATE OF SERVICE

I certify that on the date hereof, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ James B. Bailey
James B. Bailey

ASSET PURCHASE AGREEMENT

by and between

1370 CLEAN ENERGY LLC,

as Purchaser,

and

SHANNON WIND, LLC,

as Seller

DATED AS OF APRIL 29, 2026

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement"), dated as of April 29, 2026, is made by and between, 1370 Clean Energy LLC, a Delaware series limited liability company ("Purchaser") and Shannon Wind, LLC, a Delaware limited liability company ("Seller"). Purchaser and Seller are referred to herein individually as a "Party" and together as the "Parties." Capitalized terms used herein shall have the meanings set forth herein including Article IX.

WHEREAS, Seller has filed a voluntary petition and commenced a case (the "Chapter 11 Case") under chapter 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "Bankruptcy Court");

WHEREAS, Purchaser desires to purchase the Acquired Assets and assume the Assumed Liabilities from Seller, and Seller desires to sell, convey, assign, and transfer to Purchaser, the Acquired Assets together with the Assumed Liabilities, in a sale authorized by the Bankruptcy Court pursuant to, *inter alia*, sections 105, 363 and 365 of the Bankruptcy Code, in accordance with the other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court, all on the terms and subject to the conditions set forth in this Agreement and subject to the entry and terms of the Sale Order; and

WHEREAS, in connection with the Chapter 11 Case and subject to the terms and conditions contained herein, following entry of the Sale Order finding Purchaser as the Successful Bidder at the Auction, Seller shall sell and transfer to Purchaser, and Purchaser shall purchase and acquire from Seller, pursuant to, *inter alia*, sections 105, 363 and 365 of the Bankruptcy Code, in accordance with the other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court, the Acquired Assets, and Purchaser shall assume from Seller the Assumed Liabilities, all as more specifically provided herein and in the Sale Order.

NOW, THEREFORE, in consideration of the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I
PURCHASE AND SALE OF ACQUIRED ASSETS; ASSUMPTION OF ASSUMED LIABILITIES

Section 1.1 Purchase and Sale of the Acquired Assets. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, on the terms and subject to the conditions set forth herein and in the Sale Order at the Closing, Seller shall sell, transfer, assign, convey, and deliver to Purchaser, and Purchaser shall purchase, acquire, and accept from Seller, all of Seller's right, title and interest in and to, as of the Closing, the Acquired Assets, free and clear of all Encumbrances other than Permitted Encumbrances. "Acquired Assets" means all of Seller's right, title and interest in and to the assets, properties and rights of Seller, to the extent such assets, properties, and rights relate to or arise out of the operation of Seller's wind energy project in Clay County, Texas (the "Project"):

(a) Subject to modification in accordance with Section 1.5, all Contracts listed on Section 1.1(a) of the Disclosure Schedules (collectively, the "Assigned Contracts") and all rights and benefits thereunder;

(b) The wind turbine generator equipment as more particularly described in Section 1.1(b) of the Disclosure Schedules and all related equipment and infrastructure, including blades, nacelles, towers and foundations;

(c) All roads owned by Seller, if any;

(d) All monitoring and metering equipment at the substation used in connection with the Project;

(e) All of Seller's rights in and to any software and hardware used in connection with or located at the Project, if any;

(f) All cables, converters, transformers, collection and transmission lines, interconnect, and similar equipment and electrical infrastructure used in connection with the Project;

(g) All forklifts identified on Section 1.1(g) of the Disclosure Schedules;

(h) All spare parts of Seller located at and which relate to the Project, to be substantially similar to those referenced in Seller's 2026 Unaudited Consolidated Balance Sheet;

(i) All goodwill which relates to the Acquired Assets and the Project;

(j) The real estate leases (the "Real Estate Leases") and the easement (the "Easement") described on Section 1.1(j) of the Disclosure Schedules (collectively, the "Assumed Real Property Interests"), and together with (to the extent of Seller's interest therein) the buildings, fixtures and improvements, including tenant improvements, located on or attached to the underlying real property, the substation used in connection with the Project, and all rights and benefits arising thereunder, and all tenements, hereditaments, appurtenances and other real property rights appertaining thereto;

(k) Except for prepaid insurance, prepaid bank fees, retainers held by Seller's Representatives to secure payment for services rendered or to be rendered to Seller, prepaid board member fees, and deposits for utilities used in connection with the Acquired Assets, all prepaid expenses, credits, advance payments, security, deposits, charges, sums and fees of Seller to the extent related to the Acquired Assets, including any and all Annual Land Fees for which Purchaser has paid Seller pursuant to Section 2.3 hereof;

(l) Solely to the extent transferable, all Permits issued to, or for the benefit of, Seller, all rights and benefits thereunder, and all pending applications or filings therefor and renewals thereof, which relate to the Project and which include the material Permits set forth on Section 1.1(l) of the Disclosure Schedules;

(m) All Accounts Receivable which relate to the Acquired Assets or the Project, including (i) all GE Liquidated Damages and (ii) ERCOT Short-Pay Amounts, owed to or accruing for the benefit of Seller as of the Closing;

(n) All Renewable Energy Credits;

(o) A copy of the books and records of Seller which relate to the Acquired Assets or the Assumed Liabilities in the possession or reasonable control of the Chief Restructuring Officer of Seller (including, to the extent relevant, any Tax Returns and other Tax records relating primarily to the Acquired Assets or Assumed Liabilities to the extent that such information is reasonably necessary for Purchaser to prepare and/or file its Tax Returns and pay its Taxes and is in the possession or reasonable control of the Chief Restructuring Officer of Seller);

(p) All rights under or pursuant to all warranties, representations and guarantees made by vendors, suppliers, manufacturers, contractors and any other Person to the extent relating to products sold, or services provided, to Seller in connection with the Project or to the extent affecting any Acquired Assets, other than any warranties, representations and guarantees pertaining to any Excluded Assets;

(q) All claims, rights, or interests to any refund, credit, rebate, abatement or other recovery for Taxes which are capable of being conveyed, and any other Tax assets (including any Tax attributes) which are capable of being conveyed, together with any interest due thereon or penalty rebate arising therefrom, for any Tax period (or portion thereof) related to the Acquired Assets or Assumed Liabilities, which, for the avoidance of doubt, shall exclude any Tax assets (including any Tax attributes) attributable to the Acquired Assets for a Pre-Closing Tax Period reflected on or which would reasonably be expected to be reflected on a Consolidated Tax Return;

(r) All rights to applicable claims and proceeds under any insurance policies , solely to the extent relating to damage to the Acquired Assets occurring after the date hereof and prior to the Closing, and only to the extent such proceeds are actually received by Seller (or credited at Closing) (the "**Insurance Claims**"), provided, that (i) Seller shall retain all rights to insurance claims and proceeds in respect of any occurrences prior to the date hereof (which, for the avoidance of doubt, include all insurance claims related to Winter Storm Uri), and (ii) Seller shall have the right to control the adjustment, settlement and collection of any such Insurance Claims, subject to the provisions of Section 5.14; and

(s) All other assets of Seller (other than Excluded Assets and Excluded Liabilities) which relate to Acquired Assets or the Project.

Section 1.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, in no event shall Seller be deemed to sell, transfer, assign, convey or deliver, and Seller shall retain all right, title and interest to, in and under any assets, properties, and rights of Seller other than the Acquired Assets (collectively, the "Excluded Assets"). Excluded Assets mean and include only the following items:

(a) All cash and cash equivalents, bank accounts, trust accounts held for Seller's benefit, and securities of Seller and all rights to applicable proceeds therefrom;

(b) All Accounts Receivable of Seller to the extent not related to the Acquired Assets or the Project;

(c) All of Seller's rights under this Agreement and any other Transaction Document;

(d) All records pertaining to the organization or existence of Seller, other than those that are necessary for operation of the Project, and a copy of the books and records of Seller which relate to the Acquired Assets or the Assumed Liabilities in the possession or reasonable control of the Chief Restructuring Officer of Seller or the current asset manager of the Project which are needed for the limited purpose of winding-down and terminating the organization or existence of Seller;

(e) All of Seller's rights under any Excluded Asset;

(f) All avoidance claims and causes of action available to Seller under chapter 5 of title 11 of the Bankruptcy Code and any other avoidance actions under the Bankruptcy Code or under similar or related state or federal statutes and common law, other than any such claims and causes of action that are against either (a) the Purchaser or Purchaser's Affiliates or (b) any counterparties to any Assigned Contracts or any such counterparty's Affiliates;

(g) All Contracts for utilities which relate to the Project;

(h) All other Contracts to which Seller is a party other than the Assigned Contracts or Assumed Real Property Interests;

(i) All insurance policies of Seller and all rights to applicable claims and proceeds thereunder (other than rights to applicable Insurance Claims);

(j) All prepaid insurance premiums, prepaid bank fees, retainers held by Seller's Representatives to secure payment for services rendered or to be rendered to Seller, prepaid board member fees, and deposits for utilities used in connection with the Acquired Assets;

(k) All Tax assets (including duty and Tax refunds and prepayments) of Seller Tax Group, Seller, or any Affiliate thereof for any taxable period (or portion thereof) ending on or before the Effective Time, to the extent not described in Section 1.1(q); and

(l) Any and all defenses, claims, causes of actions, choses in action, rights of recovery, and counterclaims of Seller, whether or not arising under or in respect of any contracts, torts, or otherwise, whether known or unknown, accrued or contingent, other than those defenses, claims, causes of action, choses in action, rights of recovery, and counterclaims that are primarily related to or arise from (i) any Acquired Asset set forth in 1.1(a) through (r), (ii) any of the Assumed Liabilities, and (iii) any Assigned Contract or Assumed Real Property Interest; provided Seller retains all other claims.

Section 1.3 **Assumed Liabilities**. On the terms and subject to the conditions set forth herein and in the Sale Order effective as of the Closing, Purchaser shall irrevocably assume from Seller (and from and after the Closing pay, perform, discharge, or otherwise satisfy in accordance

with their respective terms), and Seller shall transfer, assign, convey, and deliver to Purchaser the following Liabilities, to be assumed exclusively as they relate to the Acquired Assets or Project (collectively, the "Assumed Liabilities"):

(a) all Liabilities arising out of or relating to the ownership and operation of the Acquired Assets or Project, not to include debt-like or financing liabilities, solely to the extent such Liabilities arise on or after the Effective Time, including without limitation (i) all trade accounts payable of Seller to third parties in connection with the Project that remain unpaid as of the Effective Time, and (ii) all Liabilities arising under or relating to the Assigned Contracts;

(b) All Decommissioning Obligations first arising at or after the Closing;

(c) All reclamation-related Liabilities existing, reclamation obligations to be performed, and reclamation activities required, in each case, arising at any time and from time to time after the Closing which arise from or relate to the Acquired Assets or the Project;

(d) All valid contract-related cure costs required to be paid pursuant to section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Assigned Contracts and Assumed Real Property Interests (collectively, the "Cure Costs") in an amount not to exceed the Cure Cap;

(e) All Liabilities for Taxes (including filing requirements and the payment thereof) attributable to the Acquired Assets for a taxable period (or portion thereof) beginning at or after the Effective Time;

(f) All Transfer Taxes for which Purchaser is responsible (as described in Section 5.9);

(g) All Liabilities arising from and after the Effective Time in connection with the Project's participation in the market administered by ERCOT, including:

(i) All settlement statements, invoices, and charges (including resettlements) to the extent attributable to intervals from and after the Effective Time;

(ii) All imbalance energy, deviation, and related charges incurred from and after the Effective Time;

(iii) All Liabilities under any QSE agreement applicable to Purchaser following Closing (including the QSE Agreement described in Section 5.11(a)); and

(iv) All obligations to post or maintain collateral or other credit support required for post-Closing market participation;

(h) All Liabilities arising from and after the Closing relating to Renewable Energy Credits generated by the Project, including obligations to transfer, deliver, or retire

Renewable Energy Credits to the extent associated with generation from and after the Effective Time, including under any Assigned Contracts; and

(i) All Liabilities arising from and after the Closing under any Permits assigned to Purchaser, including ongoing compliance obligations.

Section 1.4 Excluded Liabilities. Except for the Assumed Liabilities, Purchaser shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any Liabilities of Seller other than the Assumed Liabilities set forth in Section 1.3 (collectively, the "Excluded Liabilities").

Section 1.5 Assumption/Rejection of Certain Contracts.

(a) Pursuant to the terms of the Bidding Procedures Order, Seller has or shall provide timely and proper written notice of the proposed sale and assignment of Contracts as contemplated herein to all parties to any executory Contracts or unexpired leases to which Seller is a party that Seller in its discretion believes may be Assigned Contracts and Assumed Real Property Interests, or that Purchaser may designate as Assigned Contracts and Assumed Real Property Interests, and Seller shall take all other actions reasonably necessary to cause such Contracts and Assumed Real Property Interests to be assumed by Seller pursuant to Section 365 of the Bankruptcy Code and assigned to Purchaser to the extent that such Contracts are Assigned Contracts or Assumed Real Property Interests at the Closing. The Sale Order shall provide that as of and conditioned on the occurrence of the Closing, Seller shall assign or cause to be assigned to Purchaser the Assigned Contracts and Assumed Real Property Interests, each of which shall be identified by the name or appropriate description and date of the Assigned Contract and Assumed Real Property Interest (if available), the other party to the Assigned Contract and the address of such party for notice purposes, all included in a notice or notices filed with the Bankruptcy Court (the "Cure Notice"). The Cure Notice shall also set forth Seller's estimate of the amounts necessary to cure any defaults under each of the Assigned Contracts and Assumed Real Property Interests as determined by Seller based on its books and records or as otherwise determined by the Bankruptcy Court. Any disputes regarding the amounts necessary to cure defaults under Assigned Contracts and Assumed Real Property Interests shall be resolved pursuant to the procedures set forth in the Bidding Procedures Order, as provided in the Sale Order, or as otherwise agreed by the Purchaser, the Seller, and the affected counterparty. Notwithstanding anything to the contrary contained herein, from time to time prior to the Closing, Seller and Purchaser may, by mutual agreement, (i) agree to amend, supplement, waive, or otherwise modify the terms of any Assigned Contract or Assumed Real Property Interest (including in connection with obtaining any required consent or resolving any cure or adequate assurance issues) or (ii) agree on revised cure amounts or other economic adjustments with respect thereto; provided, however, that (A) no such agreement shall impose any additional liabilities or obligations on Seller or Purchaser following the Closing without such Party's prior written consent, (B) any such modification shall be reflected in an updated Cure Notice or other filing with the Bankruptcy Court to the extent required, and (C) Seller shall not be required to agree to any such modification that would reasonably be expected to adversely affect Seller or its estates. At the Closing, Seller shall, pursuant to the Sale Order, an Assignment and Assumption Agreement (as defined in Section 2.6(c)), an Assignment and Assumption of Interconnection Agreement (as defined in Section 2.6(d)), an Assignment and Assumption of Leases (as defined in Section 2.6(e)) and an Assignment and Assumption of

Easement (as defined in Section 2.6(f)), assign to Purchaser (the consideration for which is included in the Purchase Price), all Assigned Contracts and Assumed Real Property Interests that may be assigned by Seller to Purchaser pursuant to sections 363 and 365 of the Bankruptcy Code.

(b) Seller shall transfer and assign, or shall cause to be transferred or assigned, all Assigned Contracts and Assumed Real Property Interests to Purchaser, and Purchaser shall assume all Assigned Contracts and Assumed Real Property Interests, as of the Effective Time pursuant to section 365 of the Bankruptcy Code and the Sale Order. Promptly following submission of this Agreement by Purchaser, Seller shall provide a schedule of estimated cure costs for each of its Contracts. The actual amount of the Cure Costs shall be set forth on the Closing Statement (defined in Section 2.3(a)) in an amount consistent with the Cure Notice, as determined by the Bankruptcy Court pursuant to the Bidding Procedures Order, or as otherwise agreed by the Purchaser, the Seller, and the affected counterparty.

(c) Purchaser shall have the right to notify Seller in writing of any Assigned Contract (other than purchase orders) or Assumed Real Property Interests that it does not wish to assume up to two (2) Business Days prior to the Closing and any such previously considered Assigned Contract that Purchaser no longer wishes to assume shall be automatically deemed removed from the Disclosure Schedules related to Assigned Contracts and automatically deemed added to the Excluded Assets, in each case, without any adjustment to the Purchase Price. Purchaser shall be solely responsible for the payment, performance and discharge when due of the Liabilities under the Assigned Contracts and Assumed Real Property Interests that are Assumed Liabilities or otherwise arise from the time of and after the Closing in respect of the Assigned Contracts and Assumed Liabilities.

(d) Notwithstanding anything to the contrary in this Agreement, a Contract shall not be assigned to, or assumed by, Purchaser to the extent that such Contract has been, prior to the date hereof, rejected by Seller in accordance with the terms hereof or validly terminated by Seller, or any party thereto, or terminates or expires by its terms, on or prior to such time as it is to be assumed by Purchaser as an Assigned Contract hereunder and is not continued or otherwise extended upon assumption.

ARTICLE II
PURCHASE PRICE; DEPOSIT; ADJUSTMENT; PRORATIONS; AND CLOSING

Section 2.1 Purchase Price. The aggregate purchase price for the Acquired Assets shall be one hundred and twenty-nine million and five hundred thousand United States Dollars ($129,500,000) (the "Closing Date Payment"), subject to the adjustments pursuant to Section 2.3 hereof (the "Purchase Price"), *plus* the amount of any Unused Cure Cap, and the assumption of the Assumed Liabilities. The Purchase Price is subject to the prorations set forth in Section 2.4 and shall be paid as provided in Section 2.7(a).

Section 2.2 Deposit.

(a) Purchaser has made or will, within two (2) Business Days of the date hereof, make an earnest money deposit with Verita Global, LLC (the "Escrow Agent") in a cash amount equal to 10% of the Closing Date Payment (the "Deposit"), by wire transfer of immediately

available funds for deposit into a separate, segregated, interest bearing escrow account maintained by Escrow Agent in accordance with the Bidding Procedures Order. The Deposit (together with any and all interest thereon) shall be applied against payment of the Closing Date Payment on the Closing Date.

(b) If, prior to the Closing, this Agreement has been terminated by Seller pursuant to Section 7.1(d) or Section 7.1(f), in each case in circumstances where Seller would be entitled to terminate this Agreement pursuant to Section 7.1(d) or Section 7.1(f), then the Deposit together with all interest thereon, if any, shall be paid or transferred to Seller.

(c) If, prior to the Closing, this Agreement has been terminated by any Party, other than as contemplated by Section 2.2(b), then the Deposit, together with all received investment income, if any, shall promptly, but in any event within five (5) Business Days after such termination hereof, be returned to Purchaser.

(d) The Parties agree that Seller's right to retain the Deposit, as set forth in Section 2.2(b), solely for purposes of establishing the basis for the Deposit, and without in any way increasing the amount of the Deposit or expanding the circumstances in which the Deposit may be retained or received by Seller, is not a penalty, but rather is liquidated damages in a reasonable amount that will compensate Seller for its efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Transaction, which amount would otherwise be impossible to calculate with precision.

(e) If (i) Seller is entitled to the Deposit pursuant to Section 2.2(b) hereof; or (ii) the Closing occurs, the Parties shall promptly, but in any event within five (5) Business Days after such termination hereof or on the date of the Closing, as applicable, deliver joint written instructions to Escrow Agent directing Escrow Agent to transfer to Seller by wire transfer of immediately available funds the entire amount of the Deposit (together with any and all interest thereon, if any) to such account(s) as may be designated by Seller.

(f) If Purchaser is entitled to the Deposit as contemplated by Section 2.2(c), the Parties shall promptly, but in any event within five (5) Business Days after such termination hereof, deliver joint written instructions to Escrow Agent directing Escrow Agent to transfer to Purchaser by wire transfer of immediately available funds the entire amount of the Deposit (together with any and all interest thereon, if any) to such account(s) as may be designated by Purchaser.

(g) The right to retain or receive payment of the Deposit shall be the sole and exclusive remedy of Seller and any of its respective, direct or indirect, former, current or future general or limited partners, managers, members, stockholders, officers, directors, Affiliates, employees, representatives, agents, successors and assigns (collectively, the "Seller Related Parties") against Purchaser and any of its respective, direct or indirect, former, current or future general or limited partners, managers, members, stockholders, officers, directors, Affiliates, employees, representatives, agents, successors and assigns (collectively, the "Purchaser Related Parties"), including for any Damages or other Liability of any kind suffered as a result of any breach of any representation, warranty, covenant or agreement in this Agreement, and upon such termination and retaining or payment of the Deposit none of the Purchaser, or any of the Purchaser

Related Parties shall have any further liability or obligation relating to or arising out of this Agreement including any knowing and intentional breach of any representation, warranty, covenant or agreement by any Purchaser Related Party or the failure of the transaction contemplated herein to be consummated. Notwithstanding anything herein to the contrary, if the Purchaser fails to effect the Closing for any or no reason or otherwise breaches this Agreement or fails to perform hereunder (in any case, whether willfully, intentionally, unintentionally or otherwise) the Seller Related Parties sole and exclusive remedy (whether at law, in equity, in contract, in tort or otherwise) against any Purchaser Related Party shall be to (i) terminate this Agreement and retain or receive the Deposit as provided in this Section 2.2, or (ii) to seek specific performance, injunctive relief, or other equitable remedies from a court of competent jurisdiction to compel Purchaser to consummate the Closing in accordance with the terms hereof. Notwithstanding anything to the contrary set forth in this Agreement, while the Seller Related Parties may be entitled to seek payment of all or any portion of the Deposit and the remedy of specific performance prior to the time at which a termination of this Agreement has occurred, under no circumstances shall the Seller be entitled to pursue the remedy of specific performance after a valid termination of this Agreement has occurred pursuant to Article VII.

Section 2.3 Purchase Price Adjustment.

(a) At least five (5) Business Days before Closing, Seller shall prepare and deliver to Purchaser a statement (the "Closing Statement"), which shall be calculated accurately and in good faith and consistent with past practices, setting forth Seller's calculation of the following items as of the Closing: (i) GE Liquidated Damages (ii) GE Prepaid Assets, (iii) ERCOT Short-Pay Amounts, (iv) Renewable Energy Credits (based on electricity generated prior to the Effective Time), and (v) Annual Land Fees (collectively, the "Closing Credits"); provided, that Seller shall provide reasonable supporting documentation to support Seller's calculation of the Closing Credits; provided, further, that such Closing Credits (including as adjusted pursuant to Section 2.3) shall not exceed four million United States Dollars ($4,000,000) in the aggregate. Seller's calculation of Renewable Energy Credits shall be attributable to electricity generated from the Acquired Assets before the Effective Time (based on megawatt-hours of electricity generation). Seller shall reasonably cooperate with Purchaser in good faith to respond to any reasonable questions regarding the Closing Statement raised by Purchaser and consider in good faith any comments made in good faith by Purchaser to the Closing Statement.

(b) Within sixty (60) days after the Closing Date, Purchaser shall prepare and deliver to Seller a statement (the "Post-Closing Statement") setting forth Purchaser's calculation of the Closing Credits. Purchaser's calculation of GE Liquidated Damages shall be prepared using the same format and accounting methods, practices, and procedures used to calculate the GE Liquidated Damages set forth in the Closing Statement.

(c) The post-closing adjustment (the "Post-Closing Adjustment") shall be an amount equal to (i) the final Closing Credits (as finally determined in accordance with Section 2.3(e), Section 2.3(f), or Section 2.3(h), as the case may be) minus (ii) the Seller's calculation of the estimated Closing Credits set out in the Closing Statement .

(d) After receipt of the Post-Closing Statement, Seller shall have thirty (30) days (the "Review Period") to review the Post-Closing Statement. During the Review Period, Seller and its Representatives shall have reasonable access (including electronic access, to the extent available) to the books and records of the Project, the personnel of, and work papers (subject to the satisfactory execution of customary access letters, where relevant, which shall not be unreasonably withheld, conditioned or delayed) prepared by, Purchaser or its Representatives to the extent that they relate to the Post-Closing Statement and to such historical financial information (to the extent in Purchaser's possession or control) relating to the Post-Closing Statement as Seller may reasonably request upon reasonable advance notice for the purpose of reviewing the Post-Closing Statement and to prepare a Statement of Objections (defined below), provided, that such access shall be conducted in at the Seller's expense, during normal business hours, under the supervision of the Purchaser's personnel and in a manner that does not interfere with the normal business operations of Purchaser or the Project.

(e) On or prior to the last day of the Review Period, Seller may object to the Post-Closing Statement by delivering to Purchaser a written statement setting forth Seller's objections in reasonable detail, indicating each disputed item or amount and the basis for Seller's disagreement therewith (the "Statement of Objections"). If Seller fails to deliver the Statement of Objections before the expiration of the Review Period, the Post-Closing Statement and the Post-Closing Adjustment, as the case may be, reflected in the Post-Closing Statement shall be deemed to have been accepted by Seller. If Seller delivers the Statement of Objections before the expiration of the Review Period, Purchaser and Seller shall negotiate in good faith to resolve such objections within thirty (30) days after the delivery of the Statement of Objections (the "Resolution Period"), and, if the same are so resolved within the Resolution Period, the Post-Closing Adjustment and the Post-Closing Statement with such changes as may have been previously agreed in writing by Purchaser and Seller, shall be final and binding.

(f) If Seller and Purchaser fail to reach an agreement with respect to all of the matters set forth in the Statement of Objections before expiration of the Resolution Period, then any amounts remaining in dispute ("Disputed Amounts" and any amounts not so disputed, the "Undisputed Amounts") shall be submitted for resolution to the office of Forvis Mazars, LLP or, if Forvis Mazars, LLP is unable to serve, Purchaser and Seller shall appoint by mutual agreement the office of an impartial nationally recognized firm of independent certified public accountants other than Seller's Accountants or Purchaser's Accountants (the "Independent Accountants") who, acting as experts and not arbitrators, shall resolve the Disputed Amounts only and make any adjustments to the Post-Closing Adjustment, as the case may be, and the Post-Closing Statement. The Parties agree that all adjustments shall be made without regard to materiality. The Independent Accountants shall only decide the specific items under dispute by the Parties and their decision for each Disputed Amount must be within the range of values assigned to each such item in the Post-Closing Statement and the Statement of Objections, respectively. The parties hereto shall not engage in any ex-parte communication with such Independent Accountants.

(g) The fees and expenses of the Independent Accountant shall be paid by Seller, on the one hand, and by Purchaser, on the other hand, based upon the percentage that the amount actually contested but not awarded to Seller or Purchaser, respectively, bears to the aggregate amount actually contested by Seller and Purchaser.

(h) The Independent Accountants shall make a determination as soon as practicable within thirty (30) days (or such other time as the Parties shall agree in writing) after their engagement, and their resolution of the Disputed Amounts and their adjustments to the Post-Closing Statement or the Post-Closing Adjustment shall be conclusive and binding upon the Parties.

(i) If the Post-Closing Adjustment is a negative number (the absolute value of such amount), within five (5) Business Days after the final determination of the Post-Closing Adjustment, Seller shall pay by wire transfer of immediately available funds to Purchaser the amount of the Post-Closing Adjustment; *provided*, *however*, in no event shall Seller be obligated to pay any amount to Purchaser pursuant to this Section in excess of amounts paid by Purchaser to Seller at Closing with respect to Closing Credits.

(j) If the Post-Closing Adjustment is a positive number, within five (5) Business Days after the final determination of the Post-Closing Adjustment, Purchaser shall pay by wire transfer of immediately available funds to Seller the amount of the Post-Closing Adjustment.

(k) Following Closing until the Post-Closing Adjustment is finally determined and paid pursuant to this Agreement, Purchaser shall not waive, settle, compromise, or amend any claim relating to such Closing Credits without Seller's prior written consent (such consent not to be unreasonably withheld, delayed or conditioned).

(l) All amounts payable pursuant to this Section 2.3: (i) constitute an adjustment to the Purchase Price for Tax purposes; and (ii) shall survive the Closing; and (iv) may not be offset, netted, or otherwise reduced by Purchaser.

Section 2.4 Prorations.

(a) Except as expressly contemplated by Section 5.11(d) (ERCOT revenues, credits and payments), all revenues, expenses and other operating items attributable to the Acquired Assets and Assumed Liabilities (collectively, the "Prorated Items") shall be prorated between Seller and Purchaser as of the Effective Time, such that Purchaser shall be entitled to all revenues and shall bear all expenses attributable to the Closing Date and all periods thereafter, and Seller shall be entitled to all revenues, prepaid expenses, and credits and shall bear all expenses attributable to periods prior to the Effective Time.

(b) Notwithstanding the generality of Section 2.4(a) above, and without duplication of any adjustments made at Closing, the following Prorated Items shall be prorated as of the Effective Time, to the extent applicable: (i) real and personal property Taxes and assessments; (ii) rents, royalties, or other income generated by the Acquired Assets; (iii) utilities and operating expenses; (iv) maintenance and service contract costs under the Assigned Contracts; (v) Renewable Energy Credits attributable to electricity generated from the Acquired Assets before the Effective Time (based on megawatt-hours of electricity generation); (vi) power up costs; and (vii) any other recurring costs or revenues customarily prorated in transactions of this nature.

(c) Prorations of Renewable Energy Credits (including existing Renewable Energy Credits and those generated between meter read and Closing), and other generation-related

revenues capable of being calculated on an hourly basis, shall be based on actual hours elapsed, with all hours prior to the Effective Time allocated to Seller and all hours from and after the Effective Time allocated entirely to Purchaser, provided, that to the extent such items cannot be reasonably calculated on an hourly basis, such prorations shall instead be determined on a daily basis, with the day of Closing allocated to Purchaser. All other prorations shall be made based on the actual number of days elapsed in the applicable period, with the Closing Date allocated entirely to Purchaser. To the extent actual figures are not available as of Closing, prorations shall be made based on Seller's reasonable estimates and set forth on the Closing Statement, and such estimates shall be binding for purposes of Closing.

(d) Within sixty (60) days after the Closing Date, Seller shall prepare and deliver to Purchaser a statement setting forth a final reconciliation of the prorated items based on actual amounts, to the extent available. Purchaser shall notify Seller of any good-faith dispute within thirty (30) days after receipt of such statement. Any undisputed amounts owed by either Party shall be paid within five (5) Business Days after final determination. If Purchaser fails to object within such 30-day period, the statement shall be deemed accepted and final.

(e) Real and personal property Taxes relating to the Acquired Assets (and Assumed Liabilities, as applicable) shall be prorated based on the most recently available tax bill or assessment, and Purchaser shall be responsible for all real and personal property Taxes attributable to the Effective Time relating to the Acquired Assets (and Assumed Liabilities, as applicable) and thereafter, with any post-Closing adjustments handled pursuant to the reconciliation procedure set forth above.

(f) Except as expressly contemplated by Section 5.11(d) (ERCOT revenues, credits and payments), this Section 2.4 constitutes the sole and exclusive agreement of the Parties with respect to Prorated Items. No claim relating to any Prorated Item may be asserted: (i) as a breach of representation or warranty; (ii) by set-off against any payment obligation; or (iii) under any theory of mistake, unjust enrichment, or similar doctrine.

(g) The obligations under this Section shall survive the Closing until the final determination and payment of all prorations contemplated herein.

Section 2.5 Closing. The closing of the purchase and sale of the Acquired Assets, the delivery of the Purchase Price and the assumption of the Assumed Liabilities in accordance with this Agreement (the "Closing") will take place by telephone conference and electronic exchange on or before the second (2nd) Business Day following full satisfaction or due waiver (by the Party entitled to the benefit of such condition) of the closing conditions set forth in Article VI (other than conditions that by their terms or nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing), or at such other place, time and date as the Parties may agree in writing. The date on which the Closing actually occurs is referred to herein as the "Closing Date." The effective time of the Closing will be deemed to have occurred at the Effective Time.

Section 2.6 Closing Deliveries by Seller. At, or prior to the Closing, Seller shall deliver to Purchaser:

(a) A properly completed and validly executed (i) Internal Revenue Service Form W-9 executed by or on behalf of Seller (or, as applicable, its regarded owner), or (ii) a certification satisfying the requirements of Treasury Regulations Section 1.1445-2(b) (a "FIRPTA Certificate"), duly executed by Seller or on behalf of Seller (or, as applicable, its regarded owner);

(b) A bill of sale substantially in the form of Exhibit A attached hereto (the "Bill of Sale") duly executed by Seller with respect to the Acquired Assets (including the Assigned Contracts other than the Interconnection Agreement and the Assumed Real Property Interests);

(c) An assignment and assumption agreement substantially in the form of Exhibit B attached hereto (the "Assignment and Assumption Agreement") duly executed by Seller with respect to the Assigned Contracts (other than as specifically contemplated by Section 2.6(d), Section 2.6(e), and Section 2.6(f));

(d) An assignment and assumption of the Interconnection Agreement substantially in the form of Exhibit C attached hereto (the "Assignment and Assumption of Interconnection Agreement") duly executed by Seller;

(e) An assignment and assumption agreement substantially in the form of Exhibit D attached hereto with respect to the Real Estate Leases (the "Assignment and Assumption of Leases") duly executed by Seller and in recordable form;

(f) An assignment and assumption agreement substantially in the form of Exhibit E attached hereto with respect to the Easement (the "Assignment and Assumption of Easement") duly executed by Seller and in recordable form;

(g) The TSA duly executed by Seller; and

(h) An officer's certificate, dated as of the Closing Date, executed by a duly authorized officer of Seller certifying that the conditions set forth in Section 6.2(a) and Section 6.2(b) have been satisfied.

Section 2.7 Closing Deliveries by Purchaser. At the Closing, Purchaser shall deliver to Seller:

(a) (i) the Closing Date Payment (*less* the Deposit) to (or at the direction of) Seller; (ii) an amount equal to the Closing Credits (calculated in accordance with Section 2.3(a) and set forth on the Closing Statement) to (or at the direction of) Seller; (iii) the Cure Costs in an aggregate amount not to exceed the Cure Cap, to the applicable counterparty to each Assigned Contract, and (iv) the amount of any Unused Cure Cap, in each case by wire transfer of immediately available funds to accounts designated in writing by Seller (or the applicable counterparty to the Assigned Contract, in the case of the Cure Costs) to Purchaser;

(b) The Bill of Sale duly executed by Purchaser;

(c) With respect to each Assigned Contract (other than as specifically contemplated by Section 2.7(d), Section 2.7(e), and Section 2.7(f) below), the Assignment and Assumption Agreement duly executed by Purchaser;

(d) The Assignment and Assumption of Interconnection Agreement duly executed by Purchaser;

(e) The Assignment and Assumption of Leases duly executed by Purchaser;

(f) The Assignment and Assumption of Easement duly executed by Purchaser;

(g) The TSA duly executed by Purchaser; and

(h) An officer's certificate, dated as of the Closing Date, executed by a duly authorized officer of Purchaser certifying that the conditions set forth in Section 6.3(a) and Section 6.3(b) have been satisfied.

Section 2.8 Closing Deliveries by Escrow Agent. At the Closing, the Parties shall deliver joint written instructions to Escrow Agent directing Escrow Agent to transfer to Seller the Deposit as set forth in Section 2.2(e). Notwithstanding anything to the contrary in this Agreement, each Party agrees to act promptly, reasonably, and in good faith in connection with any request to deliver joint written instructions to the Escrow Agent for the release of funds under Section 2.2 or this Section 2.8. If a Party fails to deliver such joint written instructions within five (5) Business Days following a written request therefor, or otherwise unreasonably withholds, delays, or conditions its agreement to do so, the requesting Party shall be entitled, in addition to any other rights and remedies available at law or in equity, to seek specific performance, injunctive relief, or other equitable remedies from a court of competent jurisdiction to compel such Party to deliver the required joint written instructions. The Parties acknowledge and agree that irreparable harm would occur in the absence of such relief and that monetary damages would be an inadequate remedy, and each Party hereby waives any requirement to post bond or other security in connection with seeking such relief. All rights and remedies of the Parties are expressly reserved and shall be cumulative.

Section 2.9 Withholding. Notwithstanding anything to the contrary in this Agreement, Purchaser and each of its Affiliates (and any other Person who may have a withholding obligation with respect to payments made under this Agreement) shall be entitled to deduct and withhold from any amount otherwise payable to any Person pursuant to this Agreement such amounts of Tax as the Purchaser or such Affiliate (or such other Person) reasonably determines in good faith that it is required by Law to deduct and withhold with respect to the making of such payment. All amounts that are so deducted or withheld shall be treated for all purposes of this Agreement as having been paid to the applicable Person in respect to which such deduction and withholding was made. Any Person intending to withhold pursuant to this Section 2.9 shall provide the Person subject to such withholding written notice of its intent to withhold at least ten (10) days prior to the Closing, and the Parties shall use commercially reasonable efforts to cooperate to mitigate or eliminate any such withholding to the maximum extent permitted by Law.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER

Except as disclosed in any forms, statements or other documents filed with the Bankruptcy Court, as disclosed in any public filings of Seller, or as set forth in the Disclosure Schedules delivered by Seller concurrently herewith and as updated from time to time, Seller represents and

warrants to Purchaser as of the date hereof and as of the Closing Date and solely with respect to Seller and the Acquired Assets as follows:

Section 3.1 **Organization and Qualification**. Seller is a limited liability company, duly organized, validly existing, and in good standing under the Laws of the State of Delaware. Seller is duly licensed or qualified to do business under the Laws of the State of Texas. Subject to the receipt of the Sale Order by the Bankruptcy Court and provisions of the Bankruptcy Code, to Seller's Knowledge, Seller has all requisite limited liability company power and authority to own, lease and operate its properties and to carry on the Project as it is now being conducted.

Section 3.2 **Authorization of Agreement**. Subject to requisite Bankruptcy Court approvals:

(a) Seller has all necessary power and authority to execute and deliver this Agreement and the other Transaction Documents to which Seller is a party and to perform its obligations hereunder and thereunder and to consummate the Transaction;

(b) The execution, delivery and performance by Seller of this Agreement and the other Transaction Documents to which Seller is a party, and the consummation by Seller of the Transaction, have been duly and validly authorized by all requisite limited liability company action on the part of Seller; and

(c) This Agreement and the other Transaction Documents to which Seller is a party have been, or will be, duly executed and delivered by Seller.

Section 3.3 **Conflicts; Consents**. Except as related to, or as a result of, the filing or pendency of the Bankruptcy Case, as set forth on Section 3.3 of the Disclosure Schedules and assuming that requisite Bankruptcy Court approvals are obtained, neither the execution and delivery by Seller of this Agreement or the other Transaction Documents, nor the consummation by Seller of the Transaction, nor performance or compliance by Seller with any of the terms or provisions hereof or thereof, will (i) conflict with or violate any provision of Seller's governing documents, (ii) to the Knowledge of Seller, conflict with or violate any Law or Order applicable to the Acquired Assets or Assumed Liabilities; (iii) violate or constitute a breach or default (or an event that, with notice or lapse of time or both become a default) under any Assigned Contract or any Assumed Real Property Interest; or (iv) to the Knowledge of Seller, give rise to a right of termination or modification of any obligation or to the loss of any benefit, or accelerate Seller's obligations, under any Assigned Contract or any Assumed Real Property Interest, or (v) result in the creation of any Encumbrance (other than a Permitted Encumbrance) on any Acquired Assets, except in each case, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 3.4 **Title to Assets**. Subject to receipt of the Sale Order, Seller has, to the Knowledge of Seller, Seller has good and valid title to, or, in the case of leased or subleased Acquired Assets, valid and subsisting leasehold interests in, all Acquired Assets, in each case to the extent of Seller's interest therein and subject to the Permitted Encumbrances.

Section 3.5 **Assigned Contracts and Assumed Real Property Interests**. Section 1.1(a) and Section 1.1(j) of the Disclosure Schedules, respectively, sets forth a list, in all material

respects as of the date hereof and subject to Section 1.5 and Section 5.2 of this Agreement, of the (i) Assigned Contracts and (ii) Assumed Real Property Interests. To the Knowledge of Seller, Seller has made available to Purchaser true and complete copies of each Assigned Contract and Assumed Real Property Interest, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 3.6 Brokers. Except for Nomura Securities International, Inc., doing business as Nomura Greentech ("Nomura"), all of whose fees and expenses will be borne solely by Seller subject to approval of the Bankruptcy Court, there is no investment banker, broker, finder, or other intermediary which has been retained by or is authorized to act on behalf of Purchaser that might be entitled to any fee or commission in connection with the Transaction.

Section 3.7 CFIUS. To the Knowledge of Seller, the Acquired Assets are not involved in the design, fabrication, development, testing, production or manufacture of one or more "critical technologies" within the meaning of Section 721 of the U.S. Defense Production Act of 1950, as amended, including all implementing regulations thereof.

Section 3.8 No Other Representations or Warranties. Except for the representations and warranties expressly contained in this Article III (as qualified by the Disclosure Schedules) and in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement (the "Express Representations") (it being understood that Purchaser and Purchaser Group have relied only on such Express Representations and warranties), Purchaser acknowledges and agrees, on its own behalf and on behalf of Purchaser Group, that Seller does not, nor any other Person on behalf of Seller makes, and neither Purchaser nor any member of Purchaser Group has relied on, is relying on, or will rely on the accuracy or completeness of any express or implied representation or warranty with respect to Seller, the Project, the other Acquired Assets, or the Assumed Liabilities or with respect to any information, statements, disclosures, documents, projections, forecasts or other material of any nature made available or provided by any Person (including in any presentations or other materials prepared by Nomura) or in the data room administered by Nomura through the Ideals group of companies including Ideals Group GmbH and its Affiliates (the "Dataroom") or otherwise to Purchaser Group on behalf of Seller or any of its Advisors. Without limiting the foregoing, Seller does not nor do any of its Advisors or any other Person do or will have or be subject to any Liability whatsoever to Purchaser, or any other Person, resulting from the distribution to Purchaser Group's use of or reliance on, any such information, including any information presentation, any information, statements, memoranda, disclosures, documents, projections, models, forecasts or other material made available to Purchaser Group in the Dataroom or otherwise in expectation of the Transaction or any discussions with respect to any of the foregoing information.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller as follows.

Section 4.1 Organization and Qualification. Purchaser is a series limited liability company organized, validly existing, and in good standing under the Laws of Delaware and has

all requisite power and authority necessary to carry on its business as it is now being conducted. At Closing, Purchaser is qualified to do business under the Laws of the State of Texas.

Section 4.2 **Authorization of Agreement**. Subject to requisite Bankruptcy Court approvals:

(a) Purchaser has all necessary power and authority to execute and deliver this Agreement and the other Transaction Documents to which Purchaser is a party and to perform its obligations hereunder and thereunder and to consummate the Transaction;

(b) The execution, delivery and performance by Purchaser of this Agreement and the other Transaction Documents to which Purchaser is a party, and the consummation by Purchaser of the Transaction, have been duly authorized by all requisite limited liability company action or similar organizational action on the part of Purchaser; and

(c) This Agreement and the other Transaction Documents to which Purchaser is a party have been, or will be, duly executed and delivered by Purchaser and, assuming due authorization, execution and delivery hereof and thereof by the other parties hereto and thereto, constitutes, or will constitute, the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its and their terms, except that such enforceability may be limited by the Enforceability Exceptions.

Section 4.3 **Governmental Approvals**. No notice to, consent, approval, Permit or authorization of or designation, declaration or filing with any Governmental Body is required by Purchaser with respect to Purchaser's execution and delivery of this Agreement or any Transaction Document to which it is (or will become at Closing) a party or the consummation of the Transaction, except (i) where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not have a Material Adverse Effect or (ii) as arise as a result of any facts or circumstances relating to the participation of Seller or any of its Affiliates (as opposed to any third party) in the transactions contemplated by this Agreement and the Transaction Documents. Notwithstanding the generality of the foregoing sentence, Purchaser represents and warrants that Purchaser and its Affiliates are in compliance in all material respects with applicable economic sanctions, export control, and anti-boycott Laws administered by the U.S. Department of the Treasury Office of Foreign Assets Control, the U.S. Department of Commerce Bureau of Industry and Security, and the U.S. Department of State Directorate of Defense Trade Controls. Purchaser further represents that neither Purchaser nor, to the Knowledge of Purchaser, any of its directors, officers, or controlling equity holders is a Person listed on, or owned or controlled by a Person listed on, any sanctions-related list maintained by the U.S. Department of the Treasury Office of Foreign Assets Control, including the Specially Designated Nationals and Blocked Persons List. Purchaser is acquiring the Acquired Assets for investment purposes and not for resale in violation of applicable Law.

Section 4.4 **Conflicts; Consents**. Except as related to, or as a result of, the filing or pendency of the Bankruptcy Case, and assuming that requisite Bankruptcy Court approvals are obtained, neither the execution and delivery by Purchaser of this Agreement or the other Transaction Documents, nor the consummation by Purchaser of the Transaction, nor performance or compliance by Purchaser with any of the terms or provisions hereof or thereof, will, (i) conflict

with or violate any provision of Purchaser's governing documents, (ii) violate any Law or Order applicable to Purchaser, (iii) violate or constitute a breach of any material loan or credit agreement or other material Contract the Purchaser is a borrower under, or (iv) result in the creation of any Encumbrance (other than a Permitted Encumbrance) on any properties or assets of Purchaser or any of its Subsidiaries, except in each case, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. For the avoidance of doubt, the representations and warranties set forth in this Section 4.4 are not intended to apply to, and do not constitute any representation or warranty by Purchaser with respect to, any post-Closing registrations or submissions required to be made pursuant to the TSA.

Section 4.5 No Foreign Government Ownership. No national or subnational "foreign government" (as defined in 31 C.F.R. § 800.221) holds at signing of this Agreement or will hold at Closing, directly or indirectly, a "substantial interest" (as defined in 31 C.F.R. § 800.244) in Purchaser or in any entity in Purchaser's ownership chain, including by application of the general partner rule and the 100% parent attribution rule set forth in 31 C.F.R. § 800.244(b)–(c), and no such Foreign Government has at signing of this Agreement or will have at Closing special governance or veto rights that would render the transaction a "foreign government-controlled transaction" within the meaning of 31 C.F.R. § 800.222.

Section 4.6 Sufficiency of Funds. Purchaser has at signing of this Agreement, sufficient funds to pay the Deposit and has, and will have at the Closing, sufficient funds in an aggregate amount necessary to pay the Purchase Price and Cure Costs (in an amount not to exceed the Cure Cap) and all other fees, obligations, expenses, and other amounts required to be paid by, Purchaser in connection with the Transaction. Purchaser is and shall be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Acquired Assets and the Assumed Liabilities. Purchaser's ability to consummate the Transaction is not contingent upon its ability to secure any financing or to complete any public or private placement of securities prior to or upon Closing and it is hereby acknowledged and agreed that Seller has relied upon the representations and warranties of Purchaser under this Section 4.5 in making its decision to enter into this Agreement.

Section 4.7 Brokers. Purchaser has no investment banker, broker, finder, or other intermediary which has been retained by or is authorized to act on behalf of Purchaser that might be entitled to any fee or commission in connection with the Transaction based upon arrangements made by or on behalf of Purchaser.

Section 4.8 Solvency. Purchaser is, and immediately after giving effect to the Transaction Purchaser shall be, solvent and at all times shall: (a) be able to pay its debts as they become due; (b) own property that has a fair saleable value greater than the amounts required to pay its debt (including a reasonable estimate of the amount of all contingent Liabilities) and (c) have adequate capital to carry on its business and to perform its obligations in connection with the assignment and assumption of the Assigned Contracts and Assumed Real Property Interests. No transfer of property is being made and no obligation is being incurred in connection with the Transaction with the intent to hinder, delay or defraud either present or future creditors of Purchaser. In connection with the Transaction, Purchaser has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.

Section 4.9 **ERCOT Representations**. Purchaser is or on the Closing Date has made an application to be duly registered with ERCOT as a market participant eligible to own and operate the Acquired Assets and the Project and participate in the ERCOT market in accordance with the ERCOT Protocols. Purchaser has the financial capability and credit support necessary to satisfy ERCOT creditworthiness requirements applicable to the Acquired Assets and the Project and Purchaser's participation in the ERCOT market.

Section 4.10 **AS IS, WHERE IS BASIS**. **NOTWITHSTANDING ANYTHING CONTAINED IN THIS Section 4.9 OR ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, PURCHASER ACKNOWLEDGES AND AGREES, ON ITS OWN BEHALF AND ON BEHALF OF PURCHASER GROUP, THAT THE EXPRESS REPRESENTATIONS OF SELLER UNDER THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE REPRESENTATIONS, WARRANTIES AND STATEMENTS OF ANY KIND MADE TO PURCHASER OR ANY MEMBER OF PURCHASER GROUP AND ON WHICH PURCHASER AND PURCHASER GROUP MAY RELY IN CONNECTION WITH THE TRANSACTION. PURCHASER ACKNOWLEDGES AND AGREES, ON ITS OWN BEHALF AND ON BEHALF OF PURCHASER GROUP, THAT THE ACQUIRED ASSETS ARE BEING ACQUIRED BY PURCHASER "AS IS" AND "WHERE IS" AND WITH ALL FAULTS AND ALL OTHER REPRESENTATIONS, WARRANTIES AND STATEMENTS OF ANY KIND OR NATURE EXPRESSED OR IMPLIED, WHETHER IN WRITTEN, ELECTRONIC OR ORAL FORM, INCLUDING (A) THE COMPLETENESS OR ACCURACY OF, OR ANY OMISSION TO STATE OR TO DISCLOSE, ANY INFORMATION (OTHER THAN SOLELY TO THE EXTENT EXPRESSLY SET FORTH IN THE EXPRESS REPRESENTATIONS), INCLUDING IN ANY INFORMATION PRESENTATION, THE DATAROOM, ANY PROJECTIONS OR IN ANY MEETINGS, CALLS OR CORRESPONDENCE WITH MANAGEMENT OF SELLER OR ANY OTHER PERSON ON BEHALF OF SELLER OR ANY OF ITS ADVISORS, (B) ANY OTHER STATEMENT RELATING TO THE HISTORICAL, CURRENT OR FUTURE BUSINESSES, FINANCIAL CONDITION, RESULTS OF OPERATIONS, ASSETS, LIABILITIES, PROPERTIES, CONTRACTS, ENVIRONMENTAL COMPLIANCE, EMPLOYEE MATTERS, REGULATORY COMPLIANCE, BUSINESS RISKS AND PROSPECTS OF THE ACQUIRED ASSETS, THE PROJECT OR SELLER, OR THE QUALITY, QUANTITY OR CONDITION OF THE PROJECT, (C) ANY IMPLIED REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE, (D) ANY IMPLIED REPRESENTATION REGARDING THE USE OR OPERATION OF THE ACQUIRED ASSETS OR THE PROJECT AFTER THE CLOSING IN ANY MANNER, AND (E) ANY IMPLIED REPRESENTATION REGARDING THE PROBABLE SUCCESS OR PROFITABILITY OF THE ACQUIRED ASSETS OR THE ACQUIRED ASSETS AFTER THE CLOSING, ARE, IN EACH CASE SPECIFICALLY DISCLAIMED BY SELLER AND THAT NEITHER PURCHASER NOR ANY MEMBER OF PURCHASER GROUP HAS RELIED ON ANY SUCH REPRESENTATIONS, WARRANTIES OR STATEMENTS. PURCHASER HAS NOT RELIED ON, IS NOT RELYING ON, AND WILL NOT RELY ON, ANY MEMBER OF SELLER GROUP OR ANY CREDITOR THEREOF, THE ANY INFORMATION PRESENTATION, ANY PROJECTIONS OR ANY INFORMATION, STATEMENTS, DISCLOSURES, DOCUMENTS, PROJECTIONS, FORECASTS OR OTHER MATERIAL MADE AVAILABLE TO**

PURCHASER OR ANY OF ITS AFFILIATES OR ADVISORS IN THE DATAROOM OR OTHERWISE, IN EACH CASE, WHETHER WRITTEN OR ORAL, MADE OR PROVIDED BY, OR AS PART OF, ANY OF THE FOREGOING OR SELLER OR ANY OF ITS ADVISORS, OR ANY FAILURE OF ANY OF THE FOREGOING TO DISCLOSE OR CONTAIN ANY INFORMATION, EXCEPT FOR THE EXPRESS REPRESENTATIONS.

Section 4.11 No Other Representations or Warranties. Except for the representations and warranties expressly contained in this Article IV, neither Purchaser nor any other Person makes any other express or implied representation or warranty with respect to the Transaction, and Purchaser disclaims any other representations or warranties, whether made by Purchaser, any Affiliate of Purchaser or any of Purchaser's or its Affiliates' respective Representatives.

ARTICLE V
COVENANTS AND AGREEMENTS

Section 5.1 Conduct of Seller.

(a) Except (A) as required by applicable Law, Order or a Governmental Body, (B) for any limitations or changes on operations as a result of a bankruptcy filing or otherwise imposed by the Bankruptcy Court or the Bankruptcy Code or Seller's use of cash collateral, as the case may be, (C) as expressly contemplated, required or permitted by this Agreement, (D) any repowering, operation or maintenance services related to the wind energy project, or (E) to the extent related to an Excluded Asset or an Excluded Liability, during the period from the date of this Agreement until the Closing (or such earlier date and time on which this Agreement is terminated pursuant to Article VII), unless Purchaser otherwise consents in writing (such consent not to be unreasonably withheld, delayed or conditioned), Seller shall use commercially reasonable efforts to maintain the Acquired Assets in a manner consistent with past practice.

(b) Except as otherwise contemplated by Section 5.1(a), as required by applicable Law or as set forth on Section 5.1(b) of the Disclosure Schedules, without the prior written consent of the Purchase (which consent shall not be unreasonably withheld, conditioned or delayed) or express prior written direction of Purchaser, from the date hereof until the Closing Date (or the earlier termination of this Agreement pursuant to Article VII), Seller shall not:

(i) sell, lease, transfer, assign, or license on an exclusive basis or otherwise create any Encumbrance (other than Permitted Encumbrances) or dispose of any Acquired Assets, in a single transaction or series of related transactions;

(ii) renew, materially amend or modify in any adverse respect, terminate (other than automatically pursuant to its terms), cancel, let lapse or waive any material rights under, or create any Encumbrance (other than a Permitted Encumbrance) on, any of the Contracts set forth on Section 1.1(a) of the Disclosure Schedules or any Permits set forth on Section 1.1(l) of the Disclosure Schedules;

(iii) change in any material respect their policies or practices regarding accounts receivable or accounts payable, except as required by Law or by a Governmental Body;

(iv) incur, assume or guarantee any indebtedness for borrowed money (excluding, for the avoidance of doubt, any factoring arrangements) or guarantee the indebtedness obligations of any other Person in connection with the Acquired Assets, other than any Indebtedness or Liability that will be repaid or assumed by Purchaser under the terms hereof at or prior to the Closing or constitute an Excluded Liability;

(v) concede, settle, pay, discharge or satisfy any Proceedings that would constitute an Acquired Asset or Assumed Liability;

(vi) terminate, intentionally let lapse or materially amend or modify any of the insurance policies with respect to any Acquired Assets or any Assumed Liabilities;

(vii) (A) make, change, rescind, or revoke any material Tax election or method of accounting relating to Taxes in a manner materially inconsistent with past practice, (B) file any Tax Return or amend any Tax Return, (C) surrender any right or claim to a refund of Taxes or commence, settle or compromise any material Tax claim or assessment, (D) consent to any extension or waiver of the statute of limitations period applicable to any Taxes, Tax Returns, or claims for Taxes, or (E) file any ruling or request for a ruling with any Governmental Body, in each case to the extent relating to the Acquired Assets or the Assumed Liabilities; or

(viii) agree or commit to do any of the foregoing.

Section 5.2 Bankruptcy Actions.

(a) Seller and Purchaser shall comply with the Bidding Procedures Order and Bidding Procedures. Seller and Purchaser shall take all actions reasonably necessary to seek entry of the Stalking Horse Approval Order, Sale Order and any other necessary orders by the Bankruptcy Court to consummate the Closing as soon as reasonably practicable following the execution of this Agreement, subject to the terms of the Bidding Procedures Order and Sale Order. Seller shall reasonably consult with Purchaser and its Representatives concerning the Sale Order and any other orders of the Bankruptcy Court relating to the Transaction. Purchaser shall promptly take such actions, at its sole expense, as are reasonably requested by Seller to assist in obtaining entry of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of future performance by Purchaser (as required under Section 365 of the Bankruptcy Code) for this Agreement, the Assigned Contracts, and the Assumed Real Property Interests, and demonstrating that Purchaser is a "good faith" purchaser; *provided, however,* in no event shall Purchaser or Seller be required to agree to any amendment of this Agreement.

(b) Seller and Purchaser shall cooperate in good faith to obtain the Bankruptcy Court's entry of the Sale Order and any other Order reasonably necessary in connection with the transactions contemplated by this Agreement as promptly as reasonably practicable, including furnishing affidavits, non-confidential financial information, or other documents or information for filing with the Bankruptcy Court and making such applicable respective representatives of

Purchaser and the Seller and their respective Affiliates available to testify before the Bankruptcy Court for the purposes of, among other things, providing adequate assurances of performance by Purchaser as required under Section 365 of the Bankruptcy Code, demonstrating that Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code. Seller and Purchaser acknowledge that in order to obtain such approval Seller must demonstrate that it has taken reasonable steps to obtain the highest or otherwise best offer possible for the Acquired Assets and that such demonstration shall include serving notice of the transactions contemplated by this Agreement to creditors and interested parties as ordered by the Bankruptcy Court.

(c) Each of Seller and Purchaser (or their applicable respective representatives) shall appear formally or informally in the Bankruptcy Court if reasonably requested by the other Party or required by the Bankruptcy Court in connection with the transactions contemplated by this Agreement and keep the other Party reasonably apprised of the status of material matters related to this Agreement, including, upon reasonable request promptly furnishing the other Party with copies of notices or other communications received by such Party from the Bankruptcy Court or any third party or any Governmental Body with respect to the transactions contemplated by this Agreement.

(d) Subject to entry of the Sale Order and upon consummation of the Closing, Purchaser shall pay, or cause the payment of, the Cure Costs, in an amount not to exceed the Cure Cap, and cure any and all other defaults and breaches under the Purchased Contracts in accordance with the provisions of Section 365 of the Bankruptcy Code, the Bidding Procedures Order, the Sale Order, and this Agreement.

(e) The Sale Order shall, among other things, (i) approve, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, (A) the execution, delivery and performance by Sellers of this Agreement, (B) the sale of the Acquired Assets to Purchaser on the terms set forth herein (including the transfer of Seller's right, title and interest to the Purchaser, on an "as is where is" and "with all faults" basis and to the maximum extent permitted under Section 363(f) of the Bankruptcy Code) and free and clear of all Encumbrances (other than Encumbrances included in the Assumed Liabilities and Permitted Encumbrances) and (C) the performance by Seller of its obligations under this Agreement, (ii) authorize and empower Seller to assume and assign to Purchaser the Assigned Contracts and Assumed Real Property Interests, (iii) find that Purchaser is a "good faith" buyer within the meaning of Section 363(m) of the Bankruptcy Code, find that Purchaser is not a successor to Seller and grant Purchaser the protections of Section 363(m) of the Bankruptcy Code, (iv) find that Purchaser shall have no liability or responsibility for any liability or other obligation of Seller arising under or related to the Acquired Assets other than as expressly set forth in this Agreement or as required under applicable nonbankruptcy Law, including successor or vicarious liabilities of any kind or character, including any theory of antitrust, successor, or transferee liability, labor law, de facto merger, or substantial continuity and (v) find that Purchaser has provided adequate assurance (as that term is used in Section 365 of the Bankruptcy Code) of future performance in connection with the assumption and assignment of the Assigned Contracts and Assumed Real Property Interests. Without limiting Seller's obligation to take all such actions as are reasonably necessary to obtain Bankruptcy Court approval of the Sale Order, Purchaser agrees that it will promptly take reasonable actions to assist in obtaining Bankruptcy Court approval of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for purposes, among others, of (x)

demonstrating that Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code and (y) establishing adequate assurance of future performance within the meaning of Section 365 of the Bankruptcy Code. Nothing in this Agreement shall require Purchaser to give testimony to or submit any pleading, affidavit or information to the Bankruptcy Court or any Person that is untruthful or to violate any duty of candor or other fiduciary duty to the Bankruptcy Court or their respective stakeholders.

(f) Seller acknowledges and agrees, and the Sale Order shall provide that, except with respect to Assumed Liabilities, upon the Effective Time, all then existing or thereafter arising obligations, liabilities and Encumbrances of, against or created by Seller or its bankruptcy estate, to the fullest extent permitted by Section 363 of the Bankruptcy Code, shall be fully released from and with respect to the Acquired Assets. On the Closing Date, the Acquired Assets shall be transferred to Purchaser free and clear of all obligations, liabilities and Encumbrances, other than Permitted Encumbrances and the Assumed Liabilities to the fullest extent permitted by Section 363 of the Bankruptcy Code.

(g) In the event the entry of the Bidding Procedures Order, the Stalking Horse Approval Order, the Sale Order or any other Orders of the Bankruptcy Court relating to this Agreement or the transactions contemplated hereby shall be appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to the Bidding Procedures Order, the Stalking Horse Approval Order, the Sale Order or other such Order), Purchaser and Seller shall use commercially reasonable efforts to defend such appeal. Seller shall comply with all notice requirements (i) of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure or (ii) imposed by the Sale Order, in each case, in connection with any pleading, notice or motion to be filed in connection herewith.

(h) Notwithstanding anything contained herein to the contrary, during the pendency of the Chapter 11 Cases and prior to the effective date of any proposed bankruptcy plans, Seller shall not intentionally let lapse, reject or transfer any Contract without first obtaining Purchaser's prior written consent. In the event that any of the Parties to this Agreement discovers a Contract related to the business of Seller, the Acquired Assets or the Assumed Liabilities (whether prior to, on or following the Closing) and such Contract (i) was not an Assigned Contract in accordance with Section 1.05, (ii) is a Contract which Purchaser wishes to assume the rights and obligations of and (iii) has not been rejected by Seller (with Purchaser's prior written consent in compliance with the immediately preceding sentence), Purchaser and Seller shall execute, acknowledge and deliver such other instruments and take such further actions as are reasonably practicable for Purchaser to assume the rights and obligations under such Contract as of the Closing (or, if applicable, as soon as reasonably practicable following the Closing), otherwise in accordance with Section 1.05 the Bidding Procedures Order, and the Sale Order.

(i) The Parties intend that, to the fullest extent permitted by applicable Law (including under Section 363 of the Bankruptcy Code), upon the Closing, Purchaser shall not be deemed to: (a) be the successor of Seller, (b) have, de facto or otherwise, merged with or into Seller, (c) be a mere continuation or substantial continuation of Seller or the enterprise(s) of Seller or (d) be liable or have any liability for any acts or omissions of Seller in the conduct of its businesses or arising under or related to the Acquired Assets other than as expressly set forth and

agreed in this Agreement. Without limiting the generality of the foregoing, and except as otherwise expressly provided in this Agreement, the Parties intend that Purchaser shall not have any liability for any Encumbrance (other than the Assumed Liabilities and Permitted Encumbrances on the Acquired Assets) against Seller or any of Seller's predecessors or Affiliates, and Purchaser shall not have any successor or vicarious liability of any kind or character whether known or unknown as of the Effective Time or in connection with the transactions contemplated to occur on the Closing, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the businesses of Seller, the Acquired Assets or any liability of Seller arising prior to, or relating to any period occurring prior to, the Effective Time. The Parties agree that the Sale Order shall contain provisions substantially in the form set forth in this Section 5.2(i).

(j) In connection with the Auction, and as set forth in the Bidding Procedures Order, Seller agrees that any higher bid with respect to some or all of the Acquired Assets and Assumed Liabilities shall be no less than the Purchase Price (including if and as may be increased by Purchaser at the Auction), plus the Breakup Fee, plus the Expense Reimbursement, plus the minimum overbid amount as set forth in the Bidding Procedures.

Section 5.3 Alternative Transactions.

(a) Solely in accordance with the Bidding Procedures Order, until the entry of the Sale Order, Seller may, and may cause its Representatives, to initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, respond to any unsolicited inquiries, proposals or offers submitted by, and enter into any discussions or negotiations regarding any of the foregoing with, any Person (in addition to Purchaser and its Affiliates and Representatives) in connection with or for purposes of pursuing any alternative transaction in accordance with the Bidding Procedures Order ("Alternative Transaction"); *provided* that, with respect to the provisions of this Agreement governing payment of the Expense Reimbursement or the Breakup Fee an "Alternative Transaction" shall include any transaction (whether or not submitted in accordance with the Bidding Procedures Order), the closing of which would prohibit or interfere with the Closing. In addition, Seller may supply information relating to the Acquired Assets and the Project to any other Person who may be or has expressed interest in being a prospective purchaser under an Alternative Transaction or who proposed to submit an Alternative Transaction.

(b) If an Auction is conducted, and Purchaser is not the Successful Bidder, Purchaser shall, in accordance with and subject to the Bidding Procedures, be required to serve as the back-up bidder if Purchaser is the next highest or otherwise best bidder at the Auction (such party that is the next highest or otherwise best bidder at the Auction, the "Back-Up Bidder") and, if Purchaser is the Back-Up Bidder, Purchaser shall, notwithstanding Section 7.1(h), be required to keep its bid to consummate the Transaction on the terms and conditions set forth in this Agreement (as the same may be improved upon by Purchaser in the Auction) open and irrevocable until the Back-Up Bid Expiration Date (as defined in the Bidding Procedures as in effect as of the date hereof). Following the Auction, if the Successful Bidder fails to consummate the applicable Alternative Transaction as a result of a breach or failure to perform on the part of such Successful Bidder, then Purchaser, if Purchaser is the Back-Up Bidder, will be deemed to have the new prevailing bid, and Seller may seek authority to consummate the Transaction on the terms and conditions set forth in this Agreement (as the same may be improved upon by Purchaser in the Auction) with the Back-Up Bidder.

(c) Seller and Purchaser acknowledge that, prior to the Sale Hearing, this Agreement and the sale of the Acquired Assets are subject to higher and better bids and Bankruptcy Court approval. Purchaser acknowledges that Seller must take commercially reasonable steps to demonstrate that it has sought to obtain the highest or otherwise best price for the Acquired Assets, including giving notice thereof to the creditors of Seller and other interested parties, providing information about Seller to prospective bidders, entertaining higher and better offers from such prospective bidders, and, in the event that additional qualified prospective bidders desire to bid for the Acquired Assets, conducting an Auction.

(d) Nothing in this Agreement shall prevent Seller from modifying the Bidding Procedures, as allowed under such Bidding Procedures and the Bidding Procedures Order, and as necessary or appropriate to maximize value for Seller's bankruptcy estate in accordance with Seller's fiduciary obligations, provided that such modifications shall not amend or modify the terms hereof.

Section 5.4 Cure Costs. Subject to entry of the Sale Order and in connection with the assignment and assumption of the Assigned Contracts and Assumed Real Property Interests, Purchaser shall, at the Closing, pay the Cure Costs, in an amount not to exceed the Cure Cap and cure any and all other defaults and breaches under the Assigned Contracts and Assumed Real Property Interests so that such Contracts may be assumed by Seller and assigned to Purchaser in accordance with the provisions of Section 365 of the Bankruptcy Code and this Agreement. To the extent the Cure Costs exceed the Cure Cap, as between Purchaser and Seller, such excess shall be the responsibility of Seller.

Section 5.5 Sale Order. The Sale Order shall (a) approve, pursuant to sections 105, 363 and 365 of the Bankruptcy Code, (i) the execution, delivery and performance by Seller of this Agreement, (ii) the sale of the Acquired Assets to Purchaser on the terms set forth herein and free and clear of all Encumbrances (other than Encumbrances included in the Assumed Liabilities and Permitted Encumbrances), and (iii) the performance by Seller of its obligations under this Agreement; and (b) the assumption and assignment to Purchaser of the Assigned Contracts and Assumed Real Property Interests.

Section 5.6 Bankruptcy Court Milestones. Seller and Purchaser shall comply with the timeline for the solicitation of bids, entry of the Sale Order, and the Closing of the Transaction as set forth in the Bidding Procedures Order and Bidding Procedures, as such deadlines may be amended pursuant to the terms of the Bidding Procedures Order and Bidding Procedures, provided that any such extensions after the date hereof shall require the reasonable consent of the Purchaser.

Section 5.7 Approval. Seller's obligations under this Agreement and in connection with the Transaction are subject to entry of and, to the extent entered, the terms of any Orders of the Bankruptcy Court (including the Bidding Procedures Order and the Sale Order). Nothing in this Agreement shall require Seller to give testimony to or submit a motion to the Bankruptcy Court that is untruthful or to violate any duty of candor or other fiduciary duty to the Bankruptcy Court or its stakeholders.

Section 5.8 Further Assurances. From time to time, as and when requested by any Party and at such requesting Party's expense, any other Party will execute and deliver, or cause to

be executed and delivered, all such documents and instruments and will take, or cause to be taken, all such further or other actions as such requesting Party may reasonably deem necessary or desirable to evidence and effectuate the Transaction; *provided, however*, that Seller shall have no obligation under this Section 5.8 which results in additional expenses or costs to the estate of Seller.

Section 5.9 Tax Matters.

(a) Any sales, use, purchase, transfer, franchise, deed, fixed asset, stamp, documentary stamp, use or other Taxes and recording charges (including all related interest, penalties, and additions to any of the foregoing) payable by reason of the sale of the Acquired Assets or the assumption of the Assumed Liabilities under this Agreement or the Transaction (the "Transfer Taxes") shall be borne and timely paid fifty percent (50%) by Purchaser and fifty percent (50%) by Seller, and Purchaser shall timely file all Tax Returns related to any Transfer Taxes.

(b) For U.S. federal and applicable state and local income tax purposes, the Purchase Price (and all other relevant items treated as consideration for U.S. federal income tax purposes) shall be allocated to the Acquired Assets (the "Asset Amount"). The Asset Amount shall be allocated consistent with the methodology set forth on Section 1060 of the Tax Code. Purchaser shall prepare a statement setting forth such allocation of the Asset Amount (the "Purchase Price Allocation Statement"). Purchaser shall deliver the Purchase Price Allocation Statement to Seller within forty-five (45) days after the Closing Date. Seller shall have thirty (30) days after receipt of the Purchase Price Allocation Statement within which to review the Purchase Price Allocation Statement. If Seller does not object in writing to the Purchase Price Allocation Statement during such thirty-day period, the Purchase Price Allocation Statement shall set forth the final allocation of the Asset Amount for all Tax purposes (the "Purchase Price Allocation"). If Seller objects in writing, Purchaser and Seller shall attempt in good faith to resolve such objections within fifteen (15) days thereafter, but if Seller and Purchaser are unable to resolve such objections within such fifteen (15) days, then any remaining items in dispute shall be resolved by a mutually agreeable accounting firm. Once the Purchase Price Allocation is finalized in accordance with the above procedures, the Purchase Price Allocation shall be binding upon the parties hereto for all Tax purposes unless otherwise required by applicable Law. The Parties hereto shall report for Tax purposes, act for Tax purposes, and file Tax Returns, in all respects consistent with the Purchase Price Allocation.

(c) Without the prior written consent of Seller, Purchaser shall not, and, following the Closing, shall cause its Affiliates not to, to the extent any such actions would affect a Consolidated Tax Return for a Pre-Closing Tax Period (A) approach a Governmental Body with respect to any Taxes with respect to the Acquired Assets for any Pre-Closing Tax Period (including the entrance into any voluntary disclosure or other similar agreement with any Governmental Body), (B) amend, file or re-file any Tax Return with respect to the Acquired Assets for a Pre-Closing Tax Period, (C) agree to waive or extend the statute of limitations relating to any Taxes with respect to the Acquired Assets for any Pre-Closing Tax Period, or (D) make, revoke or change any tax election with respect to the Acquired Assets with respect to, or that has a retroactive effect to, any Pre-Closing Tax Period.

(d) Notwithstanding any other provision in this Agreement to the contrary, Seller shall have the exclusive right to control in all respects, and neither Purchaser nor any of its Affiliates shall be entitled to participate in the preparation or filing of, or any dispute, audit, or other proceeding of any kind, with respect to any Consolidated Tax Return.

(e) In the case of any Straddle Period, for all applicable purposes of this Agreement, the amount of any Taxes based on or measured by income, gross or net sales, receipts, transactions, proceeds, profits, payroll or similar items for the Pre-Closing Tax Period of such Straddle Period shall be determined based on an interim closing of the books as of the beginning of the day on the Closing Date and the amount of other Taxes for a Straddle Period that relates to the Pre-Closing Tax Period shall be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction, the numerator of which is the number of days in the taxable period ending on the day immediately preceding the Closing Date and the denominator of which is the number of days in such Straddle Period; provided that exemptions, allowances or deductions that are calculated on an annual basis (including depreciation and amortization deductions), other than with respect to property placed in service on or after the Closing Date, shall be allocated on a per diem basis.

(f) Purchaser and Seller shall cooperate fully with each other, as and to the extent reasonably requested by the other Party, in connection with Tax matters related to the Acquired Assets for a Pre-Closing Tax Period, including the preparation, filing and execution of Tax Returns, and any audit, litigation or other proceeding with respect to Taxes. Such cooperation shall include the retention and (upon the other Party's reasonable request) the provision of records and information that are reasonably relevant to the preparation, filing and execution of Tax Returns and any such audit, litigation or other proceeding during normal business hours and making employees available (as reasonably requested) on a mutually convenient basis to provide additional information and explanation of any materials provided hereunder. Notwithstanding anything in this agreement to the contrary, in no event will Purchaser or any Affiliate of Purchaser have any rights with respect to (including the preparation thereof) or access to any Tax Return (including a Consolidated Tax Return) or other Tax information or workpapers of Seller that do not relate to the Project, an Acquired Asset, or an Assumed Liability.

(g) To the extent any reduction in assessed value result from any protest, appeal, or other proceeding relating to ad valorem property Taxes for the Straddle Period (or portion thereof), including any protest filed with the Clay County Appraisal District, any determination by the appraisal review board thereof, and any judicial appeal therefrom (each, a "Property Tax Protest") relates to Taxes that were or are to be prorated between Seller and Purchaser pursuant to Section 5.9(e), the Parties shall reconcile such prorations following final resolution of the applicable protest, and any amounts owed as a result thereof shall be paid promptly after such determination.

Section 5.10 Access to Information.

(a) Seller shall, prior to the Closing, provide to Purchaser, through its Advisors, reasonable access, during normal business hours, and upon reasonable advance written request, to the books and records, including work papers, Disclosure Schedules, memoranda, and other documents (for the purpose of examining) which relate to the Project, the Acquired Assets, or the

Assumed Liabilities with respect to periods or occurrences prior to the Closing Date, and reasonable access, during normal business hours, and upon reasonable advance written notice, to Advisors of Purchaser (including for the purpose of better understanding the books and records). The information provided pursuant to this Section 5.10 will be used solely for the purpose of consummating the transactions contemplated hereby and will be governed by the Confidentiality Agreement. Purchaser will, and will cause its Advisors to, abide by the terms of the Confidentiality Agreement. Nothing in this Agreement requires Seller to provide any diligence materials to Purchaser or its Advisors in a manner that is inconsistent with the Bidding Procedures Order or Bidding Procedures.

(b) Purchaser will not and will not permit any member of the Purchaser Group to, contact any officer, manager, director, QSE, supplier, lessee, lessor, lender, licensee, licensor, distributor, noteholder or other material business relation of Seller prior to the Closing with respect to Seller or the Transaction, in each case without the prior written consent of Seller for each such contact.

Section 5.11 ERCOT and QSE Covenants.

(a) Subject to the Sale Order and without prejudice to Section 5.11(b) herein, Purchaser (with the Seller's cooperation as contemplated herein) shall be responsible for (i) obtaining any written consents required to assign the Interconnection Agreement from Oncor Electric Delivery Company, LLC and the Qualified Scheduling Entity Contracts with Tenaska Power Services Co. (identified on Section 1.1(a) of the Disclosure Schedules, collectively, the "QSE Agreement"), and all applicable approvals, if required, from regulatory authorities, including ERCOT; provided that the failure to obtain such consent or approvals prior to Closing shall not delay the Closing (assuming that the QSE Agreement has been duly assigned under the Sale Order); and (ii) as between Purchaser and Seller, the operation of the Acquired Assets and the Assumed Liabilities in accordance with applicable Laws from and after the Closing.

(b) Purchaser shall use commercially reasonable efforts, at its sole cost and expense, to cause the transfer, re-registration, or replacement of the ERCOT resource registrations, and any related market participation registrations associated with the Acquired Assets and the Project from Seller to Purchaser or Purchaser's designated affiliate as promptly as practicable following the Closing, but in no event later than the term of the TSA. Seller shall reasonably cooperate with Purchaser in connection with such transfer during such period; provided that Seller shall not be required to incur any material cost, assume any liability, or remain liable to ERCOT for any period following the Closing (subject to, and except as otherwise contemplated in, the terms of the TSA).

(c) Seller shall remain responsible for all ERCOT settlement charges, costs, obligations (interconnection or otherwise), operating and maintenance requirements related to telemetry and transmission, and all other Liabilities attributable to the operation of the Acquired Assets prior to the Effective Time, and Purchaser shall be responsible for all such charges and obligations attributable to periods from and after the Effective Time.

(d) All revenues, credits, and payments arising from participation of the Acquired Assets and the Project in the ERCOT market, including energy, ancillary services, and

congestion revenues, shall be prorated between Seller and Purchaser as of the Effective Time based on the operating interval in which the Effective Time occurs.

(e) At the Closing, and pursuant to an Assignment and Assumption Agreement, Seller shall assign to Purchaser, and Purchaser shall assume, all of Seller's right, title and interest in and to the QSE Agreement and the Interconnection Agreement.

(f) Seller shall reasonably cooperate with Purchaser in connection with the foregoing; provided that Seller shall not be required to incur any material cost or assume any additional liability in connection therewith, without prejudice to what is contemplated in the TSA.

(g) Subject to the terms and conditions of the TSA, from and after the Effective Time, Seller shall not be responsible for all obligations under the QSE Agreement, the Interconnection Agreement, or for ensuring that the Acquired Assets and the Project is properly represented in the ERCOT market by the Qualified Scheduling Entity.

(h) Subject to the terms and conditions of the TSA, from and after the Effective Time, Purchaser shall assume sole responsibility for participation of the Acquired Assets and the Project in the ERCOT market, including compliance with the ERCOT Protocols, Operating Guides, and all other ERCOT requirements applicable to the Acquired Assets and the Project. Subject to the terms and conditions of the TSA, from and after the Effective Time, Seller shall have no responsibility or liability for the operation of the Acquired Assets or the Project, participation in the ERCOT market, or compliance with ERCOT Protocols.

(i) Subject to the terms and conditions of the TSA, Purchaser shall be solely responsible for satisfying any creditworthiness or collateral requirements imposed by ERCOT or otherwise in connection with the Acquired Assets and the Project or Purchaser's participation in the ERCOT market from and after the Effective Time. Purchaser shall be responsible for becoming a registered account holder with respect to all Renewable Energy Credits purchased in connection with the Transaction and the transfer of associated registry accounts. During the term of the TSA, Seller shall reasonably cooperate with Purchaser to cause any applicable renewable energy tracking system accounts associated with the Project to be transferred to Purchaser. Purchaser shall indemnify, defend, and hold the Seller Group harmless from and against any and all Losses arising out of or resulting from (a) any breach of Purchaser's covenants and obligations set forth in Article V and (b) any actions or omissions of any member of the Seller Group taken or not taken at the direction of, or as permitted or required by, Purchaser or any of its Affiliates pursuant to the TSA or in connection with the performance of the services thereunder, provided, that such indemnity obligations shall survive the Closing and may not be offset, netted, or otherwise reduced by Purchaser. For the avoidance of doubt, no member of the Seller Group shall have any liability to Purchaser or any of its Affiliates for any such actions or omissions taken in accordance with the TSA.

Section 5.12 CFIUS. Purchaser shall be solely responsible for determining whether the Transaction constitutes a "covered transaction" subject to review by the Committee on Foreign Investment in the United States ("CFIUS"). If Purchaser determines that a filing with CFIUS is required or advisable, Purchaser shall prepare and submit any declaration or notice to CFIUS and shall bear all filing fees and expenses associated therewith; provided that the failure to make any

such filing shall not delay the Closing. Seller shall reasonably cooperate with Purchaser in connection with any such filing, including by providing information reasonably requested by Purchaser for inclusion in the submission; provided, that Seller shall not be required to incur any material out-of-pocket costs or disclose competitively sensitive information except pursuant to appropriate confidentiality protections. Purchaser shall take all actions necessary to obtain clearance from CFIUS for the Transaction; provided, however, that Seller shall not be required to agree to any mitigation measures, conditions, or restrictions imposed by CFIUS that would reasonably be expected to impose obligations on Seller or any of its Affiliates after the Closing. Purchaser shall bear all costs associated with any mitigation agreement required by CFIUS.

Section 5.13 Title Insurance. In the event that Purchaser elects to obtain, at Purchaser's sole cost and expense, an owner's policy of title insurance (together with any endorsements thereto, the "Title Policy") with respect to any of the Assumed Real Property Interests, to be issued at the Closing by a title insurance company selected by Purchaser (the "Title Company"), Seller shall reasonably cooperate, at no out-of-pocket cost to Seller, with Purchaser and the Title Company in connection with the issuance of the Title Policy and shall execute and deliver to the Title Company, at or prior to the Closing, such customary affidavits, certificates, and instruments (each qualified by Seller's Knowledge), as may be reasonably and customarily required by the Title Company to issue the Title Policy (including any customary endorsements reasonably requested by Purchaser); provided that (a) the issuance of the Title Policy (and Purchaser's election or ability to obtain the Title Policy) shall not be a condition to Closing, it being understood and agreed, however, that the foregoing shall not relieve Seller of its obligation to deliver the affidavits, certificates, and other instruments contemplated by this Section 5.13 at or prior to the Closing, and (b) all premiums, search fees, endorsement charges, examination costs, and other expenses associated with the Title Policy shall be borne solely by Purchaser.

Section 5.14 Insurance Claims and Proceeds. At any time before the Closing and for a period of twelve (12) months following the Closing Date, Seller shall, upon reasonable prior written notice from Purchaser, use commercially reasonable efforts to cooperate, and cause the relevant Seller Related Parties to cooperate, with Purchaser in connection with the pursuit of any claim or entitlement to proceeds under any of the Insurance Claims, at the Purchaser's sole cost and expense; provided, (i) such cooperation shall be limited to actions that do not unreasonably interfere with Seller's business or the administration of its estate, (ii) Seller shall have no obligation to commence, prosecute, settle or assign control of any such claim, (iii) Seller shall retain the right to control the adjustment, prosecution and settlement of any Insurance Claims, subject to consultation with Purchaser in good faith, (iv) Purchaser shall reimburse Seller promptly upon request for any and all reasonable, documented out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred in connection with such cooperation, and may be required to advance such amounts, (v) Seller shall not be required to waive or prejudice any rights under its insurance policies or applicable Law, and (vi) for the avoidance of doubt, that Seller shall not bear responsibility for deductibles, coverage gaps, or denied claims in connection with any such claim. Notwithstanding any other provision of this Agreement, Seller shall not enter into a settlement of any Insurance Claim without the prior written consent of Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed).

ARTICLE VI
CONDITIONS TO CLOSING

Section 6.1 **Conditions Precedent to the Obligations of Purchaser and Seller**. The respective obligations of each Party to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written waiver by Seller and Purchaser) on or prior to the Closing Date, of each of the following conditions:

(a) No court of competent jurisdiction shall have issued, enacted, entered, promulgated or enforced any Order (including any temporary restraining Order or preliminary or permanent injunction) restraining, enjoining or otherwise prohibiting the Transaction that is still in effect; and

(b) The Bankruptcy Court shall have entered the Sale Order and the Sale Order shall not have been stayed, reversed, made subject to an appeal or modified in a manner not acceptable to the Parties.

Section 6.2 **Conditions Precedent to the Obligations of Purchaser**. The obligations of Purchaser to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written waiver by Purchaser in its sole discretion), at the Closing, of each of the following conditions:

(a) (i) the representations and warranties made by Seller in Article III (in each case, other than the Fundamental Representations) shall be true and correct in all respects as of the Effective Time as though made on and as of the Effective Time on the Closing Date, except (A) that representations and warranties that are made as of a specified date need be true and correct only as of such date and (B) to the extent the failure of such representations and warranties to be true and correct as of such dates has not had a Material Adverse Effect and (ii) the representations and warranties set forth in Section 3.1, Section 3.2, Section 3.4, and Section 3.6 (collectively, the "Fundamental Representations") shall be true and correct (without giving effect to any "material", or "materiality" or "Material Adverse Effect" qualification contained in such representations and warranties) in all material respects as of the Closing Date as though made on and as of the Closing Date, except that such Fundamental Representations that are made as of a specified date need be true and correct in all material respects only as of such date;

(b) Seller shall not have breached in a manner that is material with respect to the Transaction, taken as a whole, the covenants required to be performed or complied with by Seller under this Agreement on or prior to Closing without curing such breach prior to the Closing Date;

(c) The Bankruptcy Court shall have entered the Stalking Horse Approval Order and the Stalking Horse Approval Order shall not have been stayed, reversed, made subject to an appeal or modified in a manner not acceptable to the Purchaser;

(d) Purchaser has all contractual rights conveyed under this Agreement to report, register, transfer, sell, or otherwise monetize Renewable Energy Certificates under the Project's applicable renewable energy tracking system or registry; and

(e) Seller shall have delivered, or caused to be delivered, to Purchaser all the items set forth in Section 2.6.

Section 6.3 Conditions Precedent to the Obligations of Seller. The obligations of Seller to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written waiver by Seller in its sole discretion), at the Closing, of each of the following conditions:

(a) The representations and warranties made by Purchaser in Article IV shall be true and correct in all material respects as of the Effective Time on the Closing Date as though made on and as of the Effective Time on the Closing Date, except (A) that representations and warranties that are made as of a specified date need be true and correct only as of such date and (B) to the extent the failure of such representations and warranties to be true and correct as of such dates has not had a Material Adverse Effect;

(b) Purchaser shall not have breached in a manner that is material with respect to the Transaction, taken as a whole, the covenants required to be performed or complied with by it under this Agreement on or prior to the Closing without curing such breach prior to the Closing; and

(c) Purchaser shall have delivered, or caused to be delivered, to Seller all the items set forth in Section 2.7.

Section 6.4 Waiver of Conditions. Upon the occurrence of the Closing, any condition set forth in this Article VI that was not satisfied as of the Closing will be deemed to have been waived for all purposes by the Party having the benefit of such condition as of and after the Closing. None of Purchaser or Seller may rely on the failure of any condition set forth in this Article VI, as applicable, to be satisfied if such failure was caused by such Party's failure to perform any of its obligations under this Agreement, including its obligation to use its reasonable best efforts to consummate the Transaction as required under this Agreement.

ARTICLE VII
TERMINATION

Section 7.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing only in accordance with this Section 7.1, and in no other matter:

(a) By the mutual written consent of Purchaser and Seller;

(b) By written notice of either Purchaser or Seller, upon the issuance of an Order by a court of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Closing or declaring unlawful the Transaction, and such Order having become final, binding and non-appealable; provided that no Party may terminate this Agreement under this Section 7.1(b) if the issuance of such Order was caused by such Party's failure to perform any of its obligations under this Agreement;

(c) By written notice of either Purchaser or Seller, if the Closing shall not have occurred on or before June 24, 2026 (the "Outside Date"); provided that a Party shall not be permitted to terminate this Agreement pursuant to this Section 7.1(c) if the failure of the Closing

to have occurred by the Outside Date was caused by such Party's failure to perform any of its obligations under this Agreement; provided further that Seller may extend the Outside Date up to an additional sixty (60) days to the extent approved by the Prepetition Secured Parties under the terms of the Bidding Procedures and as necessary to satisfy the conditions set forth in Section 6.1 so long as the other conditions in Article VI (other than conditions that by their nature are to be satisfied at the Closing) have been satisfied or waived;

(d) By written notice from Seller to Purchaser, upon a material breach of any covenant or agreement on the part of Purchaser, or if any representation or warranty of Purchaser will have become untrue, in each case, such that any conditions to Closing herein would not be satisfied, including a breach of Purchaser's obligation to consummate the Closing; provided that (i) if such breach is curable by Purchaser, then Seller may not terminate this Agreement under this Section 7.1(d) unless such breach has not been cured by the earlier of (A) two (2) Business Days prior to the Outside Date and (B) thirty (30) days after Seller notifies Purchaser of such breach and (ii) the right to terminate this Agreement pursuant to this Section 7.1(d) will not be available to Seller at any time that Seller is in material breach of, any covenant, representation or warranty hereunder;

(e) By written notice from Purchaser to Seller, upon a material breach of any covenant or agreement on the part of Seller, or if any representation or warranty of Seller will have become untrue, in each case, such that any conditions to Closing herein would not be satisfied; provided that (i) if such breach is curable by Seller then Purchaser may not terminate this Agreement under this Section 7.1(e) unless such breach has not been cured by the date which is the earlier of (A) two (2) Business Days prior to the Outside Date and (B) thirty (30) days after Purchaser notifies Seller of such breach and (ii) the right to terminate this Agreement pursuant to this Section 7.1(e) will not be available to Purchaser at any time that Purchaser is in material breach of, any covenant, representation or warranty hereunder;

(f) By written notice from Seller to Purchaser, if all of the conditions set forth in Section 6.1 and Section 6.2 have been satisfied (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing) or waived, Seller has confirmed to Purchaser by irrevocable written notice that Seller is ready, willing and able to consummate the transactions contemplated hereby as of such date, and Purchaser fails to complete the Closing on or before the Outside Date, provided, that Purchaser shall not be entitled to assert the failure of any condition set forth in Section 6.1 or Section 6.2 as a basis for not consummating the Closing to the extent such failure results from or arises out of Purchaser's breach of this Agreement;

(g) By written notice from Purchaser to Seller, if all of the conditions set forth in Section 6.1 and Section 6.3 have been satisfied (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing) or waived, Purchaser has confirmed to Seller by irrevocable written notice that Purchaser is ready, willing and able to consummate the transactions contemplated hereby as of such date, and Seller fails to complete the Closing on or before the Outside Date, provided, that Seller shall not be entitled to assert the failure of any condition set forth in Section 6.1 or Section 6.3 as a basis for not consummating the Closing to the extent such failure results from or arises out of Seller's breach of this Agreement;

(h) By written notice of either Purchaser or Seller, if (i) Seller enters into or announces its support for one or more Alternative Transactions with one or more Persons other than Purchaser or the Successful Bidder or the Back-Up Bidder at the Auction (ii) the Bankruptcy Court approves an Alternative Transaction other than with the Successful Bidder or the Back-Up Bidder, or (iii) Seller consummates an Alternative Transaction with the Successful Bidder;

(i) By written notice from Purchaser to Seller if (i) the Seller does not file the Stalking Horse Supplement (as defined in the Bidding Procedures) with the Bankruptcy Court on or before April 30, 2026; (ii) in the event there is no objection to the Stalking Horse Supplement, the Bankruptcy Court does not enter an order approving the Stalking Horse Bid within five (5) Business Days of the filing and service of the Stalking Horse Supplement; or (iii) in the event there is an objection to the Stalking Horse Supplement, the Bankruptcy Court does not enter the Stalking Horse Approval Order within ten (10) Business Days of the filing and service of the Stalking Horse Supplement; *provided, however*, the deadlines for the Bankruptcy Court to enter the Stalking Horse Approval Order are subject to the Bankruptcy Court' availability to hold any hearing ordered by the Bankruptcy Court or required by the Bidding Procedures Order and shall be automatically extended a reasonable period of time to accommodate the Bankruptcy Court's schedule and availability;

(j) By either Purchaser or Seller, if an Order of the Bankruptcy Court is entered denying approval of the Sale Order or the Stalking Horse Approval Order and such Order shall have become a Final Order;

(k) By either Purchaser or Seller, (i) if the Bankruptcy Court enters an Order dismissing, or converting the Chapter 11 Case into a case under Chapter 7 of the Bankruptcy Code, without the prior approval of the Purchaser, that is not reversed or vacated within fourteen (14) days after entry thereof or (ii) if the Bankruptcy Court enters an Order appointing a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of the Seller that is not reversed or vacated within fourteen (14) days after entry thereof;

(l) By either Purchaser or Seller, if, following the Sale Hearing, Purchaser is not the Successful Bidder or the Back-Up Bidder; or

(m) By Purchaser, if (i) the Bidding Procedures Order is voided, reversed or vacated or is subject to a stay and is not re-issued or re-instated or (ii) following entry by the Bankruptcy Court of the Sale Order, the Sale Order is voided, reversed or vacated or is subject to a stay and is not re-issued or re-instated.

Section 7.2 Effect of Termination.

(a) In the event of termination of this Agreement pursuant to Section 7.1, this Agreement shall forthwith become null and void and no Party or any of its partners, officers, directors, managers or equityholders will have any Liability under this Agreement; provided that Section 2.2(e), Section 2.2(f), Section 5.10(b), Section 7.2 and Article VIII shall survive any such termination; provided further that no termination will relieve Purchaser from any Liability for damages, losses, costs or expenses resulting from any Willful Breach of this Agreement prior to

the date of such termination (which, for the avoidance of doubt, will be deemed to include any failure by Purchaser to consummate the Closing if and when it is obligated to do so hereunder).

(b) In consideration of Purchaser having expended considerable time and expense in connection with this Agreement and the negotiation thereof, if this Agreement is terminated and Purchaser is entitled to receipt of the Deposit pursuant to Section 2.2, then Seller will pay to Purchaser by wire transfer of immediately available funds within two (2) Business Days following such termination of this Agreement an amount equal to the reasonable and documented out-of-pocket costs and expenses (including fees and expenses of counsel) incurred by Purchaser in connection with the negotiation, diligence, execution, performance and enforcement of this Agreement, which amount will shall not exceed one hundred thousand United States Dollars ($100,000) ("Expense Reimbursement").

(c) In consideration of Purchaser having expended considerable time and expense in connection with this Agreement and the negotiation thereof, if this Agreement is terminated pursuant to Section 7.1(h), Seller shall pay to Purchaser a break-up fee in an amount equal to 2.5% of the Closing Date Payment, prior to giving any credit for the Deposit (the "Breakup Fee"); provided that the Breakup Fee shall be payable concurrently with the consummation of, and only out of the cash proceeds of, an Alternative Transaction, to an account designated by Purchaser in writing to Seller; provided, further, that the Breakup Fee shall also be payable if this Agreement is terminated pursuant to Section 7.1(l) to the extent that any Alternative Transaction which replaces (as opposed to prohibits or interferes with) the Closing is consummated within six (6) months following the date of termination of this Agreement pursuant to Section 7.1(l). Each of the Parties acknowledges and agrees that the agreements contained in this Section 7.2(c) are an integral part of this Agreement and that the Expense Reimbursement and the Breakup Fee are not a penalty, but rather represent liquidated damages in a reasonable amount that will reasonably compensate Purchaser in the circumstances in which such Expense Reimbursement or Breakup Fee, as applicable, is payable for the efforts and resources expended and opportunities foregone by Purchaser while negotiating and pursuing this Agreement and in reasonable reliance on this Agreement and on the reasonable expectation of the consummation of the Transaction, which amount would otherwise be impossible to calculate with precision.

(d) Prior to the Closing, in the event of any breach by Seller of this Agreement, the sole and exclusive remedy of Purchaser shall be to terminate this Agreement in accordance with Section 7.1 and, if applicable, to receive the Deposit and the Expense Reimbursement or the Breakup Fee, as applicable, in accordance with Section 2.2(c) and Section 7.2(c). Pursuant to the Bidding Procedures Order and subject to approval by the Bankruptcy Court and entry of any Agreement Order, the claim of Purchaser in respect of the Expense Reimbursement or the Breakup Fee is and constitutes an allowed administrative expense claim against Seller under Sections 503 and 507(b) of the Bankruptcy Code in the Chapter 11 Case.

ARTICLE VIII
MISCELLANEOUS

Section 8.1 Non-Survival of Representations and Warranties and Certain Covenants; Certain Waivers. Each of the representations and warranties and the covenants (to the extent such covenant contemplates or requires performance by such Party prior to the Closing)

of the Parties set forth in this Agreement or in any other document contemplated hereby will terminate effective immediately as of the Closing such that no claim for breach of any such representation, warranty, covenant, detrimental reliance or other right or remedy (whether in contract, in tort or at law or in equity) may be brought with respect thereto after the Closing. All other covenants and agreements of the Parties contained herein shall survive the Closing indefinitely or for the period explicitly specified therein.

Section 8.2 **Expenses**. Whether or not the Closing takes place, except as otherwise provided herein, all fees, costs and expenses (including fees, costs and expenses of Advisors) incurred in connection with the negotiation of this Agreement and the other agreements contemplated hereby, the performance of this Agreement and the other agreements contemplated hereby and the consummation of the Transaction will be paid by the Party incurring such fees, costs and expenses**.**

Section 8.3 **Notices**. Except as otherwise expressly provided herein, all notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (a) when personally delivered, (b) when transmitted by electronic mail (having obtained electronic delivery confirmation thereof), if delivered by 5:00 P.M. local time of the recipient on a Business Day and otherwise on the following Business Day, (c) the day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the fifth Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case, to the respective Party at the number, electronic mail address or street address, as applicable, set forth below, or at such other number, electronic mail address or street address as such Party may specify by written notice to the other Party.

Notices to Purchaser:
1370 Clean Energy LLC
4200 Wilson Boulevard, Suite 420,
Arlington Virginia 22230
Attention: Todd Wynn, Olivia Genereux
Email: twynn@dauntless-energy.com; Olivia.genereux@ardian.com

with a copy to (which shall not constitute notice):

Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, New York 10166
Attention: Tomer Pinkusiewicz; Marwan Azzi
Email: TPinkusiewicz@gibsondunn.com; Mazzi@gibsondunn.com

Notices to Seller:
Shannon Wind, LLC
c/o Accordion Partners, LLC
One Vanderbilt Avenue, 24th Floor
New York, NY 10017
Attention: John Shepherd, Chief Restructuring Officer

Email: john.shepherd@accordion.com and legal@accordion.com

with copies to (which shall not constitute notice):

Bradley Arant Boult Cummings LLP
600 Travis St., Ste 5600
Houston, Texas 77057
Attention: Jarrod Martin and David Sheinbein
Email: jmartin@bradley.com and dsheinbein@bradley.com

Section 8.4 Binding Effect; Assignment. This Agreement shall be binding upon Purchaser and, subject to the terms of the Bidding Procedures Order (with respect to the matters covered thereby) and the entry and terms of the Sale Order, Seller, and shall inure to the benefit of and be so binding on the Parties and their respective successors and permitted assigns, including any member of the Seller Group who is a trustee or other Representative of the estate appointed in the Chapter 11 Case of Seller or any successor Chapter 7 cases; provided that neither this Agreement nor any of the rights or obligations hereunder may be assigned, delegated or otherwise transferred without the prior written consent of Purchaser and Seller, and any attempted assignment or delegation without such prior written consent shall be null and void ab initio. Notwithstanding the foregoing, Purchaser may assign this Agreement and its rights hereunder, without the prior written consent of, but with written notice to, Seller to any Affiliate of Purchaser or cause one or more of its Affiliates to perform its obligations hereunder (such Affiliate or Affiliates of Purchaser, a "Designated Buyer") provided, however, that no such assignment or designation shall relieve Purchaser of any of its obligations or liabilities under this Agreement, and Purchaser shall remain primarily liable, jointly and severally with any Designated Buyer, for the full and timely performance of all obligations of Purchaser hereunder. Any such assignment shall be conditioned upon the Designated Buyer expressly assuming, in a written instrument reasonably acceptable to Seller, all of the obligations of Purchaser hereunder applicable to the portion so assigned. After giving effect to any such assignment, all of Purchaser's rights and obligations under this Agreement shall transfer to such Designated Buyer; provided, that Seller shall be entitled to enforce this Agreement against Purchaser and any Designated Buyer, jointly and severally, in respect of all such obligations. No assignment or designation shall (a) delay, impair or adversely affect Seller's rights or remedies hereunder, (b) require Seller to incur any additional liability or obligation, or (c) be effective if such assignment is made to avoid Purchaser's obligations hereunder.

Section 8.5 Amendment and Waiver. Any provision of this Agreement or the Disclosure Schedules or exhibits hereto may be (a) amended only in a writing signed by Purchaser and Seller or (b) waived only in a writing executed by the Party against which enforcement of such waiver is sought. No waiver of any provision hereunder or any breach or default thereof will extend to or affect in any way any other provision or prior or subsequent breach or default. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

Section 8.6 Third-Party Beneficiaries. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement will be construed to give any Person other than (a)(i) for purposes of Section 2.3, Section 5.11, and Section 8.20, the Seller Group, (ii) for purposes of Section 8.7, the Non-Recourse Persons, and (iii) for purposes of Section 2.2(g), the Seller Related Parties and the Purchaser Related Parties, and (b) the Parties hereto and such permitted assigns, any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. The Parties acknowledge and agree that they are intended and express beneficiaries of this Agreement and the other Transaction Documents, and the rights created thereunder, and shall have the right, exercisable in their discretion, to enforce the terms and conditions of this Agreement against the Parties, as applicable, or to prevent the breach thereof, or to exercise any other right, or seek any other remedy, which may be available to them as third-party beneficiaries of this Agreement.

Section 8.7 Non-Recourse. This Agreement may only be enforced against, and any Action based upon, arising out of or related to this Agreement may only be brought against, the Persons that are expressly named as Parties to this Agreement. Except to the extent named as a Party to this Agreement, and then only to the extent of the specific obligations of such Parties set forth in this Agreement, no past, present or future direct or indirect shareholder, member, partner, manager, director, officer, employee, Affiliate, creditor, agent or Advisor of any Party (each, a "Non-Recourse Person") will have any Liability (whether in contract, tort, equity or otherwise) for any of the representations, warranties, covenants, agreements or other obligations or Liabilities of any of the parties to this Agreement or for any Agreement Dispute and in no event shall any Party have any shared or vicarious liability, or otherwise be the subject of legal or equitable claims, for the actions, omissions or fraud (including through equitable claims (such as unjust enrichment) not requiring proof of wrongdoing committed by the subject of such claims) of any other Person, and each of such Persons are intended third-party beneficiaries of this Section 8.7 and shall be entitled to enforce this Section 8.7 as if a party directly hereto.

Section 8.8 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law in any jurisdiction, such provision will be ineffective only to the extent of such prohibition or invalidity in such jurisdiction, without invalidating the remainder of such provision or the remaining provisions of this Agreement or in any other jurisdiction.

Section 8.9 Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Person.

Section 8.10 Complete Agreement. This Agreement, together with the Confidentiality Agreement and any other agreements expressly referred to herein or therein, contains the entire agreement of the Parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the Transaction and supersedes all prior agreements among the Parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the Transaction. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, the terms and provisions of the execution version of this Agreement will control and prior drafts of this Agreement and the documents referenced herein will not be considered or analyzed for any

purpose (including in support of parol evidence proffered by any Person in connection with this Agreement), will be deemed not to provide any evidence as to the meaning of the provisions hereof or the intent of the Parties with respect hereto and will be deemed joint work product of the Parties.

Section 8.11 Jurisdiction and Exclusive Venue. Each of the Parties irrevocably agrees that any Action of any kind whatsoever, including a counterclaim, cross-claim, or defense, regardless of the legal theory under which any Liability or obligation may be sought to be imposed, whether sounding in contract or in tort or under statute, or whether at law or in equity, or otherwise under any legal or equitable theory, that may be based upon, arising out of, or related to this Agreement or the negotiation, execution, or performance of this Agreement or the Transaction and any questions concerning the construction, interpretation, validity and enforceability of this Agreement (each, an "Agreement Dispute") brought by any other Party or its successors or assigns will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) if the Bankruptcy Court is unwilling or unable to hear such Action, in the Texas Business Courts sitting in Houston, Texas (or if such court declines to accept jurisdiction over a particular matter, in which case, in any state or federal court located in Harris County, Texas) (the "Chosen Courts"), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any Agreement Dispute. Each of the Parties agrees not to commence any Agreement Dispute except in the Chosen Courts, other than Actions in any court of competent jurisdiction to enforce any Order, decree or award rendered by any Chosen Courts, and no Party will file a motion to dismiss any Agreement Dispute filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of *forum non-conveniens*. The Parties irrevocably agree that venue would be proper in any of the Chosen Courts, and hereby irrevocably waive any objection that any such court is an improper or inconvenient forum for the resolution of any Agreement Dispute. Each of the Parties further irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 8.3. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

Section 8.12 Governing Law; Waiver of Jury Trial.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement and any Agreement Dispute will be governed by and construed in accordance with the internal Laws of the State of Texas applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of Texas or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Texas to apply.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY AGREEMENT DISPUTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW THAT CANNOT BE WAIVED, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY AGREEMENT DISPUTE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE. EACH OF THE PARTIES AGREES AND CONSENTS THAT ANY SUCH AGREEMENT DISPUTE WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND

THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY (I) CERTIFIES THAT NO ADVISOR OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY AGREEMENT DISPUTE, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.12(B).

Section 8.13 No Right of Set-Off. Purchaser, on its own behalf and on behalf Purchaser Group and its and their respective successors and permitted assigns, hereby waives any rights of set-off, netting, offset, recoupment or similar rights that Purchaser, any member of Purchaser Group or any of its or their respective successors and permitted assigns has or may have with respect to the payment of the Purchase Price or any other payments to be made by Purchaser pursuant to this Agreement or any other document or instrument delivered by Purchaser in connection herewith.

Section 8.14 Counterparts and PDF. This Agreement and any other agreements referred to herein or therein, and any amendments hereto or thereto, may be executed in multiple counterparts, any one of which need not contain the signature of more than one party hereto or thereto, but all such counterparts taken together will constitute one and the same instrument. Any counterpart, to the extent signed and delivered by means of a .PDF or other electronic transmission, will be treated in all manner and respects as an original Contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. No party hereto or to any such Contract will raise the use of a .PDF or other electronic transmission to deliver a signature or the fact that any signature or Contract was transmitted or communicated through the use of PDF or other electronic transmission as a defense to the formation of a Contract and each such party forever waives any such defense.

Section 8.15 Publicity. Neither Seller nor Purchaser shall issue any press release or public announcement concerning this Agreement or the Transaction without obtaining the prior written approval of the other Party, which approval will not be unreasonably conditioned, withheld or delayed, unless, in the reasonable judgment of Purchaser or Seller, disclosure is otherwise required by applicable Law or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement; provided that the Party intending to make such release shall use its reasonable efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with the other Party with respect to the text thereof. Seller and Purchaser shall use reasonable efforts to resolve any objections to any press release or public announcement within twenty-four (24) hours after the request. Notwithstanding the foregoing, no such limitations will apply to Seller and its Affiliates or Purchaser and its Affiliates with respect to any communications with their Affiliates, Representatives, limited partners, clients or prospective investors or disclosing information about the Transaction on their websites in the ordinary course of business.

Section 8.16 Bulk Sales Laws. The Parties intend that pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Acquired Assets shall be free and clear of any Encumbrances

(except Permitted Encumbrances) in the Acquired Assets including any Encumbrances or claims arising out of the bulk transfer laws, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order. In furtherance of the foregoing, each Party hereby waives compliance by the Parties with the "bulk sales," "bulk transfers" or similar Laws and all other similar Laws in all applicable jurisdictions in respect of the Transaction.

Section 8.17 Fiduciary Obligations. Nothing in this Agreement, or any document related to the Transaction, will require Seller or any of its managers, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, to the extent inconsistent with their fiduciary obligations or applicable Law. For the avoidance of doubt, Seller retains the right to pursue any transaction or restructuring strategy that, in Seller's business judgment, will maximize the value of its estate.

Section 8.18 Seller's Representative. Each Party agrees that John Shepherd as Chief Restructuring Officer of Seller (the "CRO") has the power and authority to unilaterally act on behalf of Seller for the purposes specified under this Agreement. Such power will include the power to make all decisions, actions, consents and determinations on behalf of Seller, including to make any waiver of any closing condition or agree to any amendment to this Agreement. Seller shall not have any right to object, dissent, protest or otherwise contest the same. Purchaser shall be entitled to rely on any action or omission taken by the CRO on behalf of Seller.

Section 8.19 Disclosure Schedules.

(a) The Disclosure Schedules have been arranged for purposes of convenience in separately numbered sections corresponding to the sections of this Agreement; provided that each section of the Disclosure Schedules will be deemed to incorporate by reference all information disclosed in any other section of the Disclosure Schedules, and any disclosure in the Disclosure Schedules will be deemed a disclosure against any representation or warranty set forth in this Agreement so long as the applicability of such disclosure is reasonably apparent on its face. Capitalized terms used in the Disclosure Schedules and not otherwise defined therein have the meanings given to them in this Agreement. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement, the Disclosure Schedules or the attached exhibits is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course, and no Party will use the fact of the setting of the amounts or the fact of the inclusion of any item in this Agreement, the Disclosure Schedules or exhibits in any dispute or controversy between the Parties as to whether any obligation, item or matter not set forth or included in this Agreement, the Disclosure Schedules or exhibits is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course. No information set forth in the Disclosure Schedules will be deemed to broaden in any way the scope of the Parties' representations and warranties. Any description of any agreement, document, instrument, plan, arrangement or other item set forth on any Schedule is qualified in its entirety by the terms of such agreement, document, instrument, plan, arrangement, or item which terms will be deemed disclosed for all purposes of this Agreement. The information contained in this Agreement, in the Disclosure Schedules and exhibits hereto is disclosed solely for purposes of this Agreement, and

no information contained herein or therein will be deemed to be an admission by any Party to any third party of any matter whatsoever, including any violation of Law or breach of Contract.

(b) Seller shall supplement or amend the Disclosure Schedules with new information that, if known on the date hereof, would have been included on the date hereof (each a "Schedule Supplement"). Any disclosure in any such Schedule Supplement shall not be deemed to give rise to any Purchaser termination rights pursuant to Article VII, provided that such Schedule Supplement does not result in a material breach of this agreement and would not be reasonably expected to have a Material Adverse Effect.

Section 8.20 Releases.

(a) Effective from and after the Closing, Purchaser, on behalf of itself, and Purchaser Group, and their respective past, present or future successors, assigns, beneficiaries, heirs, administrators, executors, employees, agents, equityholders, partners, Affiliates and representatives (including their past, present or future officers and directors), hereby knowingly, voluntarily, irrevocably, unconditionally and forever acquit, release and discharge, and covenant not to sue Seller and its predecessors, successors (other than Purchaser), estate, trust, trustee of any liquidating trust, and all of their respective current and former officers, directors, members, managers, shareholders, employees, agents and representatives (the "Seller Group"), from any and all Actions, causes of action, Liabilities, obligations, damages, losses, costs, expenses (including attorneys' fees), penalties, fines and judgments (at equity or at law, including statutory and common) and damages, asserted or unasserted, express or implied, foreseen or unforeseen, suspected or unsuspected, known or unknown, matured or unmatured, contingent or vested, liquidated or unliquidated, of any kind or nature or description whatsoever, in each case arising from any matter, cause or event occurring from the beginning of time to the Closing (collectively, the "Released Claims") that Purchaser, or Purchaser Group, presently has, has ever had, or may hereafter have; *provided, however*, that the release given under this Section 8.20(a) shall not apply to any Action arising under this Agreement or any Transaction Documents.

(b) Effective from and after the Closing, Seller, on behalf of itself, and its respective past, present or future successors, assigns, beneficiaries, heirs, administrators, executors, employees, agents, equityholders, partners, Affiliates and representatives (including their past, present or future officers and directors), hereby knowingly, voluntarily, irrevocably, unconditionally and forever acquit, release and discharge, and covenant not to sue Purchaser and its predecessors, successors, estate, and all of their respective current and former officers, directors, members, managers, shareholders, employees, agents and representatives, from any and all Released Claims that Seller or its respective past, present or future successors, assigns, beneficiaries, heirs, administrators, executors, employees, agents, equityholders, partners, Affiliates and representatives (including their past, present or future officers and directors), presently has, has ever had, or may hereafter have; *provided, however*, that the release given under this Section 8.20(b) shall not apply to any Action arising under this Agreement or any Transaction Documents.

Section 8.21 Mutual Drafting. This Agreement is the result of the joint efforts of Purchaser and Seller, and each provision hereof has been subject to the mutual consultation,

negotiation and agreement of the Parties and there is to be no construction against any Party based on any presumption of that Party's involvement in the drafting thereof.

ARTICLE IX
ADDITIONAL DEFINITIONS AND INTERPRETIVE MATTERS

Section 9.1 Certain Definitions.

(a) "Accounts Receivable" means, (a) the trade accounts receivable, and other rights to payment, of Seller and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable arising from bona fide transactions entered into in the Ordinary Course, (b) the other accounts or notes receivable of Seller and the full benefit of all security for such accounts or notes, and (c) any claim, cause of action, remedy or other right related to any of the foregoing, in each case, which are solely related to the Project and the Acquired Assets.

(b) "Acquired Assets" shall have the meaning set forth in Section 1.1.

(c) "Action" means any action, suit, litigation, arbitration, mediation, audit, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding) or prosecution of any kind whatsoever whether sounding in contract or tort, or whether at law or in equity, or otherwise under any legal or equitable theory, commenced, brought, conducted or heard by or before any Governmental Body.

(d) "Advisors" means, with respect to any Person as of any relevant time, any directors, officers, employees, investment bankers, financial advisors, accountants, agents, attorneys, consultants, or other representatives of such Person.

(e) "Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management, affairs and policies of such Person, whether through ownership of voting securities, by Contract or otherwise.

(f) "Agreement" shall have the meaning set forth in the Preamble.

(g) "Agreement Dispute" shall have the meaning set forth in Section 8.11.

(h) "Allocation Statement" shall have the meaning set forth in Section 5.9.

(i) "Alternative Transaction" shall have the meaning set forth in Section 5.3.

(j) "Annual Land Fees" means all prepaid real estate obligations under the Assumed Real Property Interests;

(k) "Asset Amount" shall have the meaning set forth in Section 5.9.

(l) "Assigned Contracts" shall have the meaning set forth in Section 1.1(a).

(m) "Assignment and Assumption Agreement" shall have the meaning set forth in Section 2.6(a).

(n) "Assignment and Assumption of Easement" shall have the meaning set forth in Section 2.6(a).

(o) "Assignment and Assumption of Interconnection Agreement" shall have the meaning set forth in Section 2.6(a).

(p) "Assignment and Assumption of Leases" shall have the meaning set forth in Section 2.6(a).

(q) "Assumed Liabilities" shall have the meaning set forth in Section 1.3.

(r) "Assumed Real Property Interests" shall have the meaning set forth in Section 1.1(j).

(s) "Auction" shall have the meaning ascribed to it in the Bidding Procedures.

(t) "Back-Up Bidder" shall have the meaning set forth in Section 5.3.

(u) "Bankruptcy Code" shall have the meaning set forth in the Recitals.

(v) "Bankruptcy Court" shall have the meaning set forth in the Recitals.

(w) "Bidding Procedures" means the bidding procedures approved by the Bankruptcy Court pursuant to the Bidding Procedures Order.

(x) "Bidding Procedures Order" means the Bankruptcy Court's Order (I) Scheduling a Hearing on the Approval of the Sale of All or Substantially All of the Debtor's Assets Free and Clear of All Liens, Claims, Encumbrances and Other Interests, and the Assumption and Assignment of Executory Contracts and Unexpired Leases and (II) Approving Certain Bidding Procedures, Assumption and Assignment Procedures, and the Form and Manner of Notice Thereof [Docket No. 66].

(y) "Breakup Fee" shall have the meaning set forth in Section 7.2(c).

(z) "Business Day" means any day other than a Saturday, Sunday or other day on which banks in Houston, Texas are authorized or required by Law to be closed.

(aa) "CFIUS" shall have the meaning set forth in Section 5.12.

(bb) "Chapter 11 Case" shall have the meaning set forth in the Recitals.

(cc) "Chosen Courts" shall have the meaning set forth in Section 8.11.

(dd) "Closing" shall have the meaning set forth in Section 2.5.

(ee) "Closing Credits" shall have the meaning set forth in Section 2.3(a).

(ff) "Closing Date" shall have the meaning set forth in Section 2.5.

(gg) "Closing Date Payment" shall have the meaning set forth in Section 2.1.

(hh) "Closing Statement" shall have the meaning set forth in shall have the meaning set forth in Section 2.3(a).

(ii) "CRO" shall have the meaning set forth in Section 8.18.

(jj) "Confidentiality Agreement" means that certain letter agreement, dated as of February 9, 2026 by and between Seller and Ardian Americas Infrastructure Fund V S.C.S., SICAV-RAIF and ARDIAN Americas Infrastructure Fund V L.P., in each case, for and on behalf of itself and Purchaser Group.

(kk) "Consolidated Tax Return" means any Tax Return of Seller Tax Group with respect to any U.S. federal, state or local or non-U.S. Taxes (including income Taxes) that are paid on an affiliated, consolidated, combined, unitary or similar group basis.

(ll) "Contract" means any written contract, indenture, note, bond, lease, sublease, mortgage, agreement, guarantee, or other agreement that is binding upon a Person or its property, in each case, other than a purchase order, service order, or sales order.

(mm) "Cure Cap" means a cap on the aggregate amount of all Cure Costs to be paid by the Purchaser, which shall be (and never exceed) $300,000.

(nn) "Cure Costs" shall have the meaning set forth in Section 1.3(b).

(oo) "Cure Notice" shall have the meaning set forth in Section 1.5(a).

(pp) "Dataroom" shall have the meaning set forth in Section 3.6.

(qq) "Decommissioning Obligations" means all costs, obligations or Liabilities of or for abandonment and re-abandonment, equipment removal, disposal, or restoration associated with any Acquired Assets.

(rr) "Deposit" shall have the meaning set forth in Section 2.2(a).

(ss) "Disclosure Schedules" means the Disclosure Schedules delivered by Seller concurrently with the execution and delivery of this Agreement.

(tt) "Disputed Amounts" shall have the meaning set forth in shall have the meaning set forth in Section 2.3(f).

(uu) "Easement" shall have the meaning set forth in Section 1.1(j).

(vv) "Effective Time" means 12:00 a.m. local time on the Closing Date.

(ww) "Encumbrances" means any lien (as defined in section 101(37) of the Bankruptcy Code), encumbrance, Interest, claim (as defined in section 101(5) of the Bankruptcy Code), charge, mortgage, deed of trust, encumbrance, lien, pledge, option to purchase or lease, right of first offer or refusal, conditional sale or other title retention agreement or lease in the nature thereof, preemptive right (whether statutory or contractual), adverse claim (as defined in Section 8-102(a)(1) of the Uniform Commercial Code), any subordination arrangement in favor of another Person, security interest or agreement, easement or similar encumbrance, other than restrictions on transfer arising under applicable securities Laws, leases and licenses granted in the Ordinary Course, and any encroachment, defect in title, or right of way, including any agreement to give any of the foregoing in the future.

(xx) "ERCOT" means the Electric Reliability Council of Texas and is generally referred to as the area in Texas served by electric utilities, municipally owned utilities, and electric cooperatives that is not synchronously interconnected with electric utilities outside the state.

(yy) "ERCOT Operating Guides" means those operating guides promulgated by ERCOT, as the independent system and grid operator of the State of Texas, relating to practices to be followed in the operation of the interconnected systems of the member utilities of ERCOT, as in effect from time to time, and any successor guides or rules of ERCOT applicable to the same subject matter.

(zz) "ERCOT Protocols" means the document adopted by ERCOT, including any attachments or exhibits referenced in that document, as amended from time to time, that contains the scheduling, operating, planning, reliability, and settlement (including customer registration) policies, rules, guidelines, procedures, standards, and criteria of ERCOT.

(aaa) "ERCOT Short Pay Amounts" means all amounts that ERCOT has not yet paid to Seller as a result of a short payment of Brazos Brazos Electric Power Cooperative.

(bbb) "Escrow Agent" shall have the meaning set forth in Section 2.2(a).

(ccc) "Excluded Assets" shall have the meaning set forth in Section 1.2.

(ddd) "Excluded Liabilities" shall have the meaning set forth in Section 1.4.

(eee) "Existing Title Policy" shall have the meaning set forth in Section 6.2(d).

(fff) "Expense Reimbursement" shall have the meaning set forth in Section 7.2(a).

(ggg) "Express Representations" shall have the meaning set forth in Section 3.6.

(hhh) "Fundamental Representations" shall have the meaning set forth in Section 6.2(a).

(iii) "GE" means GE Vernova International LLC.

(jjj) "GE FSA" means that certain Full Service Agreement, made and entered into as of October 1, 2019, by and between Seller and GE, and as amended by that certain Amendment No.1 to the Full Service Agreement, dated as of May 27, 2020, and that certain Amendment No.2 to the Full Service Agreement, dated as of August 1, 2022.

(kkk) "GE Liquidated Damages" means all liquidated damages payable or which may become payable to Seller or Purchaser for calendar year 2026 pursuant to the GE FSA, and to the extent relating to GE not meeting or exceeding guaranteed performance commitments under such agreement on or prior to the Closing Date. GE Liquidated Damages shall be calculated using consistent estimation methodologies used by Seller or its Representatives in calculating liquidated damages under the GE FSA for calendar years 2024 and 2025 and consistent with the formulae and performance metrics set forth in the GE FSA.

(lll) "GE Prepaid Assets" means all payments made under the GE FSA by Seller for the second and third quarter periods of the 2026 calendar year.

(mmm)"Governmental Body" means any government, quasi-governmental entity, or other governmental or regulatory body, agency or political subdivision thereof of any nature, whether foreign, federal, state or local, or any agency, branch, department, official, entity, instrumentality or authority thereof, or any court or arbitrator of applicable jurisdiction.

(nnn) "Independent Accountants" shall have the meaning set forth in Section 2.3(f).

(ooo) "Insurance Claims" shall have the meaning set forth in Section 2.3(f).

(ppp) "Interconnection Agreement" means that certain ERCOT Standard Generation Interconnection Agreement, dated as of April 4, 2013, by and between Seller and Oncor Electric Delivery Company, LLC, and as amended on October 21, 2013 and June 2, 2014.

(qqq) "Interest" means any interest within the meaning of section 363(f) of the Bankruptcy Code, including any interest of a Governmental Body, and all other interests, pledges, security interests, rights of setoff, restrictions or limitations on use, successor liabilities, conditions, rights of first refusal, options to purchase, obligations to allow participation, agreements or rights, rights asserted in litigation matters, competing rights of possession, obligations to lend, matters filed of record that relate to, evidence or secure an obligation of Seller (and all created expenses and charges) of any type under, among other things, any document, instrument, agreement, affidavit, matter filed of record, cause, or state or federal Law, whether known or unknown, legal or equitable, and all liens, rights of offset, replacement liens, adequate protection liens, charges, obligations, or claims granted, allowed or directed in any Law.

(rrr) "Knowledge of Seller" means the actual knowledge, as of the date of this Agreement, without independent verification (and in no event encompass constructive, imputed or similar concepts of knowledge) of John Shepherd, acting solely in his capacity as Chief Restructuring Officer of Seller, *provided, however*, that for the sake of clarity and avoidance of doubt, such individual shall not have any personal Liability or obligations regarding such knowledge.

(sss) "Knowledge of Purchaser" means the actual knowledge, as of the date of this Agreement, without independent verification (and in no event encompass constructive, imputed or similar concepts of knowledge) of Todd Wynn, Stefano Mion, and Olivia Genereux, *provided, however*, that for the sake of clarity and avoidance of doubt, such individuals shall not have any personal Liability or obligations regarding such knowledge.

(ttt) "Law" means any federal, state, provincial, local, municipal, foreign or international, multinational or other law, statute, legislation, constitution, principle of common law, ordinance, code, decree, treaty, convention, rule, regulation or Order issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body, including for the avoidance of doubt, the ERCOT Protocols and ERCOT Operating Guides.

(uuu) "Liability" means, as to any Person, any debt, adverse claim, liability, duty, responsibility, Tax, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution, or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed.

(vvv) "Losses" means, with respect to any Person, any and all losses, damages, liabilities, deficiencies, claims, interest, awards, judgments, penalties, costs and expenses (including attorneys' fees, costs and other out-of-pocket expenses incurred in investigating, preparing or defending the foregoing) incurred by such Person, but excluding, unless owed to third party by such Person, consequential damages, lost revenue, income or profits, diminution in value, lost opportunity damages, damages measured by a multiple of earnings and punitive damages.

(www) "Material Adverse Effect" means a material adverse effect on the Acquired Assets or Assumed Liabilities, taken as whole; provided that none of the following (or consequences thereof), either alone or in combination, shall constitute, or be taken into account in determining whether or not there has been, a Material Adverse Effect: (i) any matter, event, change, development, occurrence, circumstance or effect (each, an "Effect") in, arising from or relating to general business or economic conditions affecting the industry in which Seller operates, including Effects arising from or relating to competition or Ordinary Course matters and other Effects within such industry, new entrants into such industry, new products from other participants in such industry, changes in product pricing due to such competition, changes in market share or financial results due to such competition, and other related changes resulting from such competition; (ii) Effects in, arising from or relating to national or international political or social conditions, including tariffs, riots, protests, the engagement by the United States or other country in hostilities or the escalation thereof, whether or not pursuant to the declaration of a national emergency or war, or the occurrence or the escalation of any military, cyber or terrorist (whether or not state-sponsored) attack upon the United States or any other country, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, asset, equipment or personnel of the United States or of any other country; (iii) Effects in, arising from or relating to any fire, flood, hurricane, earthquake, tornado, windstorm, other calamity or act of God, global or national health concern, epidemic, pandemic (whether or not declared as such by any Governmental Body), viral or disease outbreaks or the worsening thereof, or any quarantine or

trade restrictions related thereto or any other *force majeure*; (iv) Effects in, arising from or relating to the decline or rise in price of any currency or any equipment or supplies necessary to or used in connection with the Project (including any resulting inability to meet customer demands or fulfill purchase orders and any resulting breaches of Contracts); (v) Effects in, arising from, or relating to financial, banking, or securities markets (including (A) any disruption of any of the foregoing markets, (B) any change in currency exchange rates, (C) any decline or rise in the price of any security, commodity, Contract, or index, and (D) any increased cost, or decreased availability, of capital or pricing or terms related to any financing for the Transaction); (vi) Effects in, arising from or relating to changes in, GAAP or the interpretation thereof; (vii) Effects in, arising from or relating to changes in, Laws or other binding directives or determinations issued or made by or agreements with or consents of any Governmental Body and any increase (or decrease) in the terms or enforcement of (or negotiations or disputes with respect to) any of the foregoing; (viii) Effects in, arising from or relating to (A) the taking of any action permitted or contemplated by this Agreement or at the request of Purchaser or its Affiliates, (B) the failure to take any action if such action is prohibited by this Agreement, (C) Purchaser's failure to consent to any of the actions restricted in Section 5.1 or (D) the negotiation, announcement, or pendency of this Agreement or the Transaction, the identity, nature, or ownership of Purchaser or Purchaser's plans with respect to the Acquired Assets and Assumed Liabilities, including the impact thereof on the relationships, contractual or otherwise, of the business of Seller with employees, customers, lessors, suppliers, vendors, or other commercial partners or litigation arising from or relating to this Agreement or the Transaction; (ix) Effects in, arising from, or relating to any existing event, occurrence or circumstance that is publicly known or disclosed or with respect to which Purchaser has knowledge as of the date hereof, including any matter set forth in the Disclosure Schedules; (x) Effects in, arising from or relating to any action required to be taken under any existing Contract to which Seller (or any of its assets or properties) is bound; (xi) Effects that arise from any seasonal fluctuations in the business of Seller; (xii) any failure, in and of itself, to achieve any budgets, projections, forecasts, estimates, plans, predictions, performance metrics or operating statistics or the inputs into such items (whether or not shared with Purchaser or its Affiliates or Advisors) and any other failure to win or maintain customers or business; (xiii) the Effect of any action taken by Purchaser or its Affiliates with respect to the Transaction or the financing thereof or any breach by Purchaser of this Agreement; (xiv) the matters set forth on the Disclosure Schedules and any changes or developments in, or Effects or results arising from or relating to, matters set forth on the Disclosure Schedules; or (xv) (A) the commencement or pendency of the Chapter 11 Case; (B) any objections in the Bankruptcy Court to (1) this Agreement or any part of the Transaction, (2) the Sale Order or the reorganization or liquidation of Seller, or (3) the assumption or rejection of any Contract or Assumed Real Property Interests; or (C) any Order of the Bankruptcy Court or any actions or omissions of Seller in compliance therewith.

(xxx) "Nomura" shall have the meaning set forth in Section 3.6.

(yyy) "Non-Recourse Person" shall have the meaning set forth in Section 8.7.

(zzz) "Order" means any order, injunction, judgment, decree, ruling, writ or arbitration award of a Governmental Body of competent jurisdiction, including any order entered by the Bankruptcy Court in the Chapter 11 Case (including the Sale Order).

(aaaa) "Ordinary Course" means the ordinary and usual course of operations of the business of Seller with respect to the Acquired Assets, as applicable and taken as a whole, taking into account the contemplation, commencement and pendency of the Chapter 11 Case and past practice.

(bbbb) "Outside Date" shall have the meaning `set forth in Section 7.1(c).

(cccc) "Party" or "Parties" shall have the meaning set forth in the Preamble.

(dddd) "Permit" means any permit, license, franchise, clearance, registration, certificate, approval, qualification, or authorization issued by any Governmental Body or accrediting organization.

(eeee) "Permitted Encumbrances" means (i) Encumbrances for utilities, assessments, and Taxes that arise from and after the Effective Time, or that are not yet due and payable or are being contested in good faith by appropriate proceedings, (ii) easements, rights of way, restrictive covenants, encroachments, title defects, survey matters, exceptions, reservations, conditions, limitations and similar non-monetary Encumbrances or non-monetary impediments against any of the Acquired Assets (whether or not of record) as of the date hereof and which do not, and would not be reasonably anticipated to, individually or in the aggregate, materially interfere with the current use, occupancy, access, operation, or maintenance of the Project (taken as a whole), or a repowering of the Project, (iii) zoning, building, and other similar restrictions imposed by any Governmental Body, including any variances or nonconforming uses relating thereto, that are not violated by the current use or operation of the Project, (iv) solely prior to Closing, any Encumbrances that will be removed or released by operation of the Sale Order, and (v) any Encumbrances approved, or waived by Purchaser in accordance with this Agreement, including any Encumbrances expressly disclosed on any schedules, title reports, or surveys made available by Seller to Purchaser. For the avoidance of doubt, Purchaser shall be deemed to have accepted the Acquired Assets subject to all Permitted Encumbrances and shall have no right to object thereto or delay the Closing by reason thereof.

(ffff) "Person" means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, labor union, organization, estate, Governmental Body or other entity or group.

(gggg) "Post-Closing Adjustment" shall have the meaning set forth in shall have the meaning set forth in Section 2.3(c).

(hhhh) "Post-Closing Statement" shall have the meaning set forth in shall have the meaning set forth in Section 2.3(b).

(iiii) "Pre-Closing Tax Period" means any taxable period (or portion thereof) ending on or prior to the Effective Time and the portion through the Effective Time as applicable for any Straddle Period.

(jjjj) "Prepetition Secured Parties" means Citigroup Energy Inc. as Seller's energy hedge provider and Citibank as first lien administrative and collateral agent and second lien collateral agent.

(kkkk) "Project" shall have the meaning set forth Section 1.1.

(llll) "Property Tax Protest" shall have the meaning set forth Section 5.9(g).

(mmmm) "Prorated Items" shall have the meaning set forth in Section 2.4.

(nnnn) "PUCT" (as that term is used in the TSA) means the Public Utility Commission of Texas.

(oooo) "Purchase Price" shall have the meaning set forth in Section 2.1.

(pppp) "Purchaser" shall have the meaning set forth in the Preamble.

(qqqq) "Purchaser Group" means Purchaser, any Affiliate of Purchaser and each of their respective Affiliates, officers, directors, employees, partners, members, managers, agents, Advisors, successors or permitted assigns.

(rrrr) "Purchaser Related Parties" shall have the meaning set forth in Section 2.2(g).

(ssss) "Purchase Price Adjustment Escrow Fund" shall have the meaning set forth in Section 2.8.

(tttt) "Purchase Price Allocation" shall have the meaning set forth in Section 5.9.

(uuuu) "Purchase Price Allocation Statement" shall have the meaning set forth in Section 5.9.

(vvvv) "QSE Agreement" shall have the meaning set forth in Section 5.11(e).

(wwww) "Qualified Scheduling Entity" or "QSE" means an entity authorized by ERCOT to submit Disclosure Schedules, manage dispatch instructions, and financially settle electricity market transactions on behalf of power generators, loads, and other market participants in the Texas wholesale electricity market.

(xxxx) "Real Estate Leases" shall have the meaning set forth in Section 1.1(j).

(yyyy) "Release" means any release, spill, emission, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, disposal, dumping, dispersing, leaching or migrating in, into, onto or through the indoor or outdoor environment.

(zzzz) "Renewable Energy Credits" means all renewable energy credits, green tags, renewable energy certificates, or similar environmental attributes representing the environmental benefits associated with the generation of one megawatt hour of electricity from renewable resources, including all rights to report, register, transfer, sell, or otherwise monetize such attributes under any applicable renewable energy tracking system or registry.

(aaaaa) "Resolution Period" shall have the meaning set forth in shall have the meaning set forth in Section 2.3(e).

(bbbbb) "Review Period" shall have the meaning set forth in shall have the meaning set forth in Section 2.3(d).

(ccccc) "Seller Group" shall have the meaning set forth in Section 8.20.

(ddddd) "Representatives" of a Person means any officer, director, manager or employee of such Person or any investment banker, attorney, accountant, consultant, agent or other advisor or representative of such Person.

(eeeee) "Sale Hearing" means the hearing conducted by the Bankruptcy Court to approve the Transaction contemplated by this Agreement.

(fffff) "Sale Order" means the sale Order or Orders (i) approving this Agreement and the terms and conditions hereof, including pursuant to sections 363 and 365 of the Bankruptcy Code including as set out in Section 5.2, (ii) approving the assumption and assignment of the Assigned Contracts to the Purchaser in accordance with the terms hereof, and (iii) approving and authorizing Seller to consummate the Transaction, in form and substance reasonably acceptable to the Parties.

(ggggg) "Seller" and "Seller" shall have the meaning set forth in the Preamble.

(hhhhh) "Seller Related Parties" shall have the meaning set forth in Section 2.2(g).

(iiiii) "Seller Tax Group" means any consolidated, combined, unitary or similar Tax group of which Seller or any of its Affiliates is the common parent.

(jjjjj) "Stalking Horse Approval Order" means an order designating this Agreement as the Stalking Horse Bid in accordance with the Bidding Procedures and Bidding Procedures Order in form and substance reasonably acceptable to the Parties.

(kkkkk) "Statement of Objections" shall have the meaning set forth in shall have the meaning set forth in Section 2.3(e).

(lllll) "Straddle Period" means any taxable period that includes (but does not end on) the Closing Date.

(mmmmm) "Subsidiary" means, with respect to any Person, any corporation, partnership, limited liability company or other entity, whether incorporated or unincorporated, of which such first Person directly or indirectly owns or controls a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions.

(nnnnn) "Successful Bidder" means, if an Auction is conducted, the prevailing party at the conclusion of such Auction.

(ooooo) "Tax" or "Taxes" means any (a) any and all U.S. federal, state, local, non-U.S. or other tax of any kind, including income, gross receipts, capital, capital stock, indirect capital gain, franchise, profits, withholding, social security, production, employment, severance, registration, unemployment, disability, real property, ad valorem/personal property, stamp, excise, occupation, sales, use, transfer, value added, customs, duties, import, export, alternative minimum or estimated tax, license, lease, service, service use, goods and services, environmental, recording, documentary, inventory, escheat, unclaimed property, windfall profits, gains, payroll, intangibles or other taxes, together with any interest, penalty or addition thereto, whether disputed or not, (b) any liability for payment of amounts described in clause (a) whether as a result of transferee liability, of being a member of an affiliated, consolidated, combined, or unitary group for any period or otherwise through operation of Law, and (c) any liability for the payment of amounts described in clauses (a) or (b) as a result of any tax sharing, tax indemnity, tax receivable, tax allocation, or similar agreement or any other express or implied agreement to indemnify any other Person.

(ppppp) "Tax Code" means the United States Internal Revenue Code of 1986, as amended.

(qqqqq) "Tax Return" means any return, claim for refund, report, statement, or information return (including elections, declarations, disclaimers, notices, disclosures, schedules, and estimates) relating to Taxes required to be filed with a Governmental Body, including any schedule or attachment thereto, and including any amendments thereof (or any other related or supporting information required by Law to be maintained).

(rrrrr) "Transaction Documents" means this Agreement and any other agreements, instruments or documents entered into pursuant to this Agreement.

(sssss) "Transaction" means, collectively, the transactions contemplated by this Agreement and the other Transaction Documents.

(ttttt) "Transfer Taxes" shall have the meaning set forth in Section 5.9.

(uuuuu) "TSA" means that certain Transition Services Agreement, by and between Seller and Purchaser, entered into as of the date hereof and to be effective as of the Closing.

(vvvvv) "Undisputed Amounts" shall have the meaning set forth in shall have the meaning set forth in Section 2.3(f).

(wwwww) "Unused Cure Cap" means the amount by which the Cure Cap exceeds the actual Cure Costs.

(xxxxx) "Willful Breach" shall mean a deliberate act or a deliberate failure to act regardless of whether breaching was the conscious object of the act or failure to act.

Section 9.2 Rules of Interpretation. Unless otherwise expressly provided in this Agreement, the following will apply to this Agreement, the Disclosure Schedules and any other certificate, instrument, agreement or other document contemplated hereby or delivered hereunder.

(a) The terms "hereof," "herein" and "hereunder" and terms of similar import are references to this Agreement as a whole and not to any particular provision of this Agreement. Section, clause, Schedule and exhibit references contained in this Agreement are references to sections, clauses, Disclosure Schedules and exhibits in or to this Agreement, unless otherwise specified. All exhibits and Disclosure Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or exhibits but not otherwise defined therein shall be defined as set forth in this Agreement.

(b) Whenever the words "include," "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." Where the context permits, the use of the term "or" will be equivalent to the use of the term "and/or."

(c) The words "to the extent" shall mean "the degree by which" and not simply "if."

(d) When calculating the period before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. If the last day of such period is a day other than a Business Day, the period in question will end on the next succeeding Business Day.

(e) Words denoting any gender will include all genders, including the neutral gender. Where a word is defined herein, references to the singular will include references to the plural and vice versa.

(f) The word "will" will be construed to have the same meaning and effect as the word "shall". The words "shall," "will," or "agree(s)" are mandatory, and "may" is permissive.

(g) All references to a day or days will be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(h) Any document or item will be deemed "delivered," "provided" or "made available" by Seller, within the meaning of this Agreement if such document or item is (i) included in the Dataroom, (ii) delivered or provided to Purchaser or any of Purchaser's Advisors or (iii) made available upon request, including at Seller's offices.

(i) Any reference to any agreement or Contract will be a reference to such agreement or Contract, as amended, modified, supplemented or waived.

(j) A reference to any Party to this Agreement or any other agreement or document shall include such Party's successors and assigns, but only if such successors and assigns are not prohibited by this Agreement.

(k) A reference to a Person in a particular capacity excludes such Person in any other capacity or individually.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER:

SHANNON WIND, LLC,
a Delaware limited liability company

By: _____
Name: John Shepherd
Title: Chief Restructuring Officer

PURCHASER:

1370 CLEAN ENERGY LLC

By: _____
Name: Stefano Mion
Title: Authorized Person

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER:

SHANNON WIND, LLC,
a Delaware limited liability company

By: _____
Name: John Shepherd
Title: Chief Restructuring Officer

PURCHASER:

1370 CLEAN ENERGY LLC

By: _____
Name: _____
Title: _____

EXHIBIT A
BILL OF SALE

[ATTACHED]

BILL OF SALE

This Bill of Sale (this "Bill of Sale") is made and entered into as of [●], 2026 (the "Effective Date") by and between by and between Shannon Wind, LLC, a Delaware limited liability company ("Seller"), and [●], a [●] ("Purchaser"). The capitalized terms used in this Bill of Sale and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

WHEREAS, on January 25, 2026 (the "Petition Date"), Seller filed a voluntary chapter 11 petition, commencing the case styled *In re Shannon Wind, LLC*, Case No. 26-90124 (the "Bankruptcy Case"), in the Bankruptcy Court for the Southern District of Texas (the "Court");

WHEREAS, Seller is operating its businesses and managing its property as chapter 11 debtor and debtor-in-possession pursuant to sections 1107(a) and 1108 of title 11 of the United States Code (the "Bankruptcy Code");

WHEREAS, on February 13, 2026, Seller filed its *Emergency Motion for Entry of (A) Order (I) Scheduling a Hearing on the Approval of the Sale of All or Substantially All of the Debtor's Assets Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, and the Assumption and Assignment of Executory Contracts and Unexpired Leases, (II) Approving Certain Bidding Procedures, Assumption and Assignment Procedures, and the Form and Manner of Notice Thereof, (B) Order (I) Approving a Final Asset Purchase Agreement, (II) Authorizing the Sale or Substantially All of the Debtor's Assets Free and Clear of all Liens, Claims, Encumbrances, and other Interests, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [Docket No. 55] (the "Bid Procedures Motion") in the Bankruptcy Case;

WHEREAS, on February 18, 2026, the Court entered its first order on the Bid Procedures Motion [Docket No. 66] (the "Bid Procedures Order") authorizing Seller to implement certain bid procedures in connection with efforts to sell substantially all of its assets;

WHEREAS, on [●], 2026 Seller designated Purchaser as Successful Bidder (as that term is defined in the Bid Procedures Order) in accordance with the Bid Procedures Order;

WHEREAS, on [**June 3, 2026**] the Court entered its second order on the Bid Procedures Motion [Docket No. [[●]] which, among other things, approved the Successful Bid and Backup Bid (as those terms are defined in the Bid Procedures Order) and authorized Seller to consummate a sale of the Acquired Assets;

WHEREAS, Seller and Purchaser are parties to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement"); and

WHEREAS, Pursuant to the terms of the Purchase Agreement, Seller has agreed to transfer to Purchaser all of the Acquired Assets and Purchaser has agreed to assume all of the Assumed Liabilities;

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Bill of Sale. Seller hereby grants, bargains, sells, conveys, assigns, transfers, sets over and delivers unto Purchaser and its successors and assigns all of the Acquired Assets. It is expressly acknowledged and agreed that the Acquired Assets do not include the Excluded Assets. Purchaser hereby accepts the Acquired Assets and, as part of the consideration therefor, hereby assumes, and agrees to pay, perform, satisfy and discharge as and when due, the Assumed Liabilities. It is hereby expressly acknowledged and agreed that such Assumed Liabilities do not include any Excluded Liabilities.

2. **AS IS, WHERE IS BASIS. PURCHASER ACCEPTS THIS BILL OF SALE, THE RIGHTS UNDER THE PURCHASE AGREEMENT AND IN AND TO THE ACQUIRED ASSETS, AND ANY AND ALL IMPROVEMENTS AND FACILITIES LOCATED THEREON, IN THEIR PRESENT CONDITION AND ON AN "AS IS" BASIS. ASSIGNEE ACKNOWLEDGES THAT ITS ACCEPTANCE ON AN "AS IS" BASIS FORMS A MATERIAL PART OF THE CONSIDERATION OF THIS ASSIGNMENT.**

3. Purchase Agreement. This Bill of Sale is executed and delivered in accordance with and is subject to all of the terms and conditions of the Purchase Agreement. Nothing contained in this Bill of Sale shall be deemed to supersede, enlarge on or modify any of the obligations, agreements, covenants or warranties of Seller or Purchaser, as purchaser, contained in the Purchase Agreement. To the extent that any provision of this Bill of Sale conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

4. Governing Law; Jurisdiction. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Bill of Sale shall be governed by and construed in accordance with the Laws of the State of Texas without regard to applicable principles of conflicts of law. Except as otherwise provided in this Section, the parties hereto agree that any legal action, suit, or proceeding arising in connection with this Bill of Sale will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) if the Bankruptcy Court is unwilling or unable to hear such Action, in the Texas Business Courts sitting in Houston, Texas (or if such court declines to accept jurisdiction over a particular matter, in which case, in any state or federal court located in Harris County, Texas), and the parties hereto waive any objection to venue or forum non conveniens in such court. Each party irrevocably waives, to the fullest extent permitted by applicable law, any objection it may now or hereafter have to the laying of venue of any such dispute in any such federal or state court, as applicable. Purchaser acknowledges that any legal action, suit, or proceeding arising in connection with this Bill of Sale shall be submitted to the exclusive jurisdiction of the Court, and Purchaser hereby waives any defenses or objections based on lack of jurisdiction, improper venue, or forum non conveniens.

5. Counterparts. This Bill of Sale may be executed in two or more counterparts (including by electronic mail, facsimile or other electronic means), each of which shall be deemed

an original, but all of which together shall be deemed one and the same agreement, and it shall not be necessary in making proof of this Bill of Sale or the terms hereof to produce or account for more than one of such counterparts.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale to be effective as of the Effective Date.

SELLER:

SHANNON WIND, LLC,
a Delaware limited liability company

By: _____
John Shepherd, *Chief Restructuring Officer*

PURCHASER:

[●]

By: _____
Name: _____
Title: _____

EXHIBIT B
ASSIGNMENT AND ASSUMPTION AGREEMENT

[ATTACHED]

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Assignment") is made effective as of as of [●], 2026 (the "Effective Date"), by and between Shannon Wind, LLC, a Delaware limited liability company (the "Assignor"), and [●], a [●] ("Assignee").

WHEREAS, on January 25, 2026 (the "Petition Date"), Assignor filed a voluntary chapter 11 petition, commencing the case styled *In re Shannon Wind, LLC*, Case No. 26-90124 (the "Bankruptcy Case"), in the Bankruptcy Court for the Southern District of Texas (the "Court");

WHEREAS, Assignor is operating its businesses and managing its property as chapter 11 debtor and debtor-in-possession pursuant to sections 1107(a) and 1108 of title 11 of the United States Code (the "Bankruptcy Code");

WHEREAS, on February 13, 2026, Assignor filed its *Emergency Motion for Entry of (A) Order (I) Scheduling a Hearing on the Approval of the Sale of All or Substantially All of the Debtor's Assets Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, and the Assumption and Assignment of Executory Contracts and Unexpired Leases, (II) Approving Certain Bidding Procedures, Assumption and Assignment Procedures, and the Form and Manner of Notice Thereof, (B) Order (I) Approving a Final Asset Purchase Agreement, (II) Authorizing the Sale or Substantially All of the Debtor's Assets Free and Clear of all Liens, Claims, Encumbrances, and other Interests, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [Docket No. 55] (the "Bid Procedures Motion") in the Bankruptcy Case;

WHEREAS, on February 18, 2026, the Court entered its first order on the Bid Procedures Motion [Docket No. 66] (the "Bid Procedures Order") authorizing Assignor to implement certain bid procedures in connection with efforts to sell substantially all of its assets;

WHEREAS, on [●], 2026, Assignor designated Assignee as Successful Bidder (as that term is defined in the Bid Procedures Order) in accordance with the Bid Procedures Order;

WHEREAS, on [**June 3, 2026**] the Court entered its second order on the Bid Procedures Motion [Docket No. [●]] which, among other things, approved the Successful Bid and Backup Bid (as those terms are defined in the Bid Procedures Order) and authorized Assignor to consummate a sale of the Acquired Assets;

WHEREAS, Assignor, as seller, and Assignee, as purchaser, are parties to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement"); and

WHEREAS, Assignor hereby sells, transfers, assigns and conveys to Assignee all right, title and interest of Assignor in and under the [CONTRACT NAME] set forth on Exhibit A hereto and made a part hereof ("Assigned Contract");

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment and Assumption. As of the Effective Date, Assignor does hereby assign and transfer all of its right, title and interest in and under the Assigned Contract unto Assignee. Assignee hereby assumes all of the obligations of Assignor under the Assigned Contract arising on and after the Effective Date and agrees to be bound by and to perform all of the terms, conditions, and covenants thereunder. Each of Assignor and Assignee hereby confirms that it intends for this Assignment to be a complete assignment to Assignee of all of Assignor's rights, title, and interest in, to and under the Assigned Contract, and all of Assignor's obligations thereunder.

2. Successors in Interest. This Assignment and the terms and provisions hereof shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of Assignor and Assignee.

3. Notices. All notices or other communications or deliveries provided for hereunder shall be given as provided in the Purchase Agreement.

4. Purchase Agreement. This Assignment is executed and delivered in accordance with and is subject to all of the terms and conditions of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge on or modify any of the obligations, agreements, covenants or warranties of Assignor, as seller, or Assignee, as purchaser, contained in the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

5. Governing Law; Jurisdiction. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Assignment shall be governed by and construed in accordance with the Laws of the State of Texas without regard to applicable principles of conflicts of law. Except as otherwise provided in this Section, the parties hereto agree that any legal action, suit, or proceeding arising in connection with this Assignment will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) if the Bankruptcy Court is unwilling or unable to hear such Action, in the Texas Business Courts sitting in Houston, Texas (or if such court declines to accept jurisdiction over a particular matter, in which case, in any state or federal court located in Harris County, Texas), and the parties hereto waive any objection to venue or forum non conveniens in such court. Each party irrevocably waives, to the fullest extent permitted by applicable law, any objection it may now or hereafter have to the laying of venue of any such dispute in any such federal or state court, as applicable. Assignee acknowledges that any legal action, suit, or proceeding arising in connection with this Assignment shall be submitted to the exclusive jurisdiction of the Court, and Assignee hereby waives any defenses or objections based on lack of jurisdiction, improper venue, or forum non conveniens.

6. Counterparts. This Assignment may be executed in two or more counterparts (including by electronic mail, facsimile or other electronic means), each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement, and it shall not

be necessary in making proof of this Assignment or the terms hereof to produce or account for more than one of such counterparts.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

SHANNON WIND, LLC,
a Delaware limited liability company

By: _____
John Shepherd, *Chief Restructuring Officer*

ASSIGNEE:

[●]

By: _____
Name: _____
Title: _____

EXHIBIT A
Assigned Contract

[CONTRACT DESCRIPTION]

EXHIBIT C
ASSIGNMENT AND ASSUMPTION OF INTERCONNECTION AGREEMENT

[ATTACHED]

ASSIGNMENT OF ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

This Assignment of ERCOT Standard Generation Interconnection Agreement and Generation Interconnection Study Reports (this "Assignment"), is made and entered into to be effective as of [●], 2026 (the "Effective Date"), by and between Shannon Wind, LLC, a Delaware limited liability company ("Assignor") and [●], a [●] ("Assignee").

WHEREAS, on January 25, 2026 (the "Petition Date"), Assignor filed a voluntary chapter 11 petition, commencing the case styled *In re Shannon Wind, LLC*, Case No. 26-90124 (the "Bankruptcy Case"), in the Bankruptcy Court for the Southern District of Texas (the "Court");

WHEREAS, Assignor is operating its businesses and managing its property as chapter 11 debtor and debtor-in-possession pursuant to sections 1107(a) and 1108 of title 11 of the United States Code (the "Bankruptcy Code");

WHEREAS, on February 13, 2026, Assignor filed its *Emergency Motion for Entry of (A) Order (I) Scheduling a Hearing on the Approval of the Sale of All or Substantially All of the Debtor's Assets Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, and the Assumption and Assignment of Executory Contracts and Unexpired Leases, (II) Approving Certain Bidding Procedures, Assumption and Assignment Procedures, and the Form and Manner of Notice Thereof, (B) Order (I) Approving a Final Asset Purchase Agreement, (II) Authorizing the Sale or Substantially All of the Debtor's Assets Free and Clear of all Liens, Claims, Encumbrances, and other Interests, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [Docket No. 55] (the "Bid Procedures Motion") in the Bankruptcy Case;

WHEREAS, on February 18, 2026, the Court entered its first order on the Bid Procedures Motion [Docket No. 66] (the "Bid Procedures Order") authorizing Assignor to implement certain bid procedures in connection with efforts to sell substantially all of its assets;

WHEREAS, on [●], 2026, Assignor designated Assignee as Successful Bidder (as that term is defined in the Bid Procedures Order) in accordance with the Bid Procedures Order;

WHEREAS, on [**June 3, 2026**] the Court entered its second order on the Bid Procedures Motion [Docket No. [●]] which, among other things, approved the Successful Bid and Backup Bid (as those terms are defined in the Bid Procedures Order) and authorized Assignor to consummate a sale of the Acquired Assets;

WHEREAS, Assignor, as generator, and Oncor Electric Delivery Company LLC**,** a Delaware limited liability company ("Oncor"), as transmission service provider, are parties to that certain ERCOT Standard Generation Interconnection Agreement for ERCOT Generation Interconnection Request 11INR0079 dated April 4, 2013, as amended by Amendment No. 1 to ERCOT Standard Generation Interconnection Agreement dated October 21, 2013, that certain Amendment No. 2 to ERCOT Standard Generation Interconnection Agreement dated June 2, 2014, and that certain Amendment No. 3, dated July 1, 2022 (collectively, the "SGIA"). All capitalized

terms used herein but not otherwise defined in this Assignment shall have the meaning assigned to such terms in the SGIA;

WHEREAS, Assignor, as seller, and Assignee, as purchaser, are parties to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement");

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor and Assignee desire to evidence the assignment of Assignor's interest under the SGIA by Assignor to Assignee, the assumption by Assignee of the rights and obligations of Assignor under the SGIA; and

WHEREAS, Assignor desires to assign any interest that Assignor may have in and to the Generation Interconnection Study Reports set forth on Exhibit A to Assignee;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment and Assumption. As of the Effective Date, Assignor hereby transfers and assigns unto Assignee all of its right, title and interest in and to its rights as Generator under the SGIA and all of its right, title and interest in the Generation Interconnection Study Reports. Assignee hereby assumes all of Assignor's rights and obligations as Generator under the SGIA and agrees to be bound by and to perform all of the terms, conditions, and covenants by which the Generator is bound thereunder.

2. Successors in Interest. This Assignment and the terms and provisions hereof shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of Assignor and Assignee.

3. Notice of Closing. Within two business days of the closing of the Purchase Agreement, Assignor shall provide written notice to Oncor of said closing.

4. Notices. All notices or other communications or deliveries provided for hereunder shall be given as provided in the Purchase Agreement.

5. Purchase Agreement. This Assignment is executed and delivered in accordance with and is subject to all of the terms and conditions of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge on or modify any of the obligations, agreements, covenants or warranties of Assignor, as seller, or Assignee, as purchaser, contained in the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

6. Governing Law; Jurisdiction. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Assignment shall be governed by and construed in accordance with the Laws of the State of Texas without regard to applicable principles of conflicts of law. Except as otherwise provided in this Section, the parties hereto agree that any legal action, suit, or proceeding arising in connection with this Assignment will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) if the Bankruptcy Court is unwilling or unable to hear such Action, in the

Texas Business Courts sitting in Houston, Texas (or if such court declines to accept jurisdiction over a particular matter, in which case, in any state or federal court located in Harris County, Texas), and the parties hereto waive any objection to venue or forum non conveniens in such court. Each party irrevocably waives, to the fullest extent permitted by applicable law, any objection it may now or hereafter have to the laying of venue of any such dispute in any such federal or state court, as applicable. Assignee acknowledges that any legal action, suit, or proceeding arising in connection with this Assignment shall be submitted to the exclusive jurisdiction of the Court, and Assignee hereby waives any defenses or objections based on lack of jurisdiction, improper venue, or forum non conveniens.

7. Counterparts. This Assignment may be executed in two or more counterparts (including by electronic mail, facsimile or other electronic means), each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement, and it shall not be necessary in making proof of this Assignment or the terms hereof to produce or account for more than one of such counterparts.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

SHANNON WIND, LLC,
a Delaware limited liability company

By: _____
John Shepherd, *Chief Restructuring Officer*

ASSIGNEE:

[●]

By: _____
Name: _____
Title: _____

EXHIBIT A

Generation Interconnection Study Reports.

1. ONCOR, February 2, 2011, "Steady State Analysis Report - Horn Wind, LLC (111NR0079)."

2. ONCOR, April 7, 2011, "Circuit Breaker Interrupting Duty Study for Generation Interconnection Request No. 111NR0079 - Horn Wind - Clay County - 200 MW."

3. ONCOR, November 30, 2011, "Stability Study - South Clay Wind Farm, GIR 111NR0079."

4. ONCOR, March 2012, "Facilities Study Report for the Interconnection of Horn Wind, LLC - South Clay Wind Project at ONCOR's Cobb Switching Station in Clay County, Texas - 200MW Generation - GIR 111NR0079."

5. ONCOR, October 14, 2013, "Circuit Breaker Interrupting Duty Study for Generation Interconnection Request No. 111NR0079 - Horn Wind - Clay County - 345kV 223MVA Generation."

6. ONCOR, December 20, 2013, "South Clay Wind Power Plant - Generation Interconnect Steady-State Study Report."

7. ONCOR, January 23, 2014, "South Clay Generation Interconnect Stability Study (GIR 111NR0079)."

EXHIBIT D
ASSIGNMENT AND ASSUMPTION OF LEASE

[ATTACHED]

WHEN RECORDED OR FILED RETURN TO:
[●]
Attn: [●]
[●]

(Space above for Recorder's use only.)

ASSIGNMENT AND ASSUMPTION OF REAL ESTATE AGREEMENTS

This Assignment and Assumption of Real Estate Agreements (this "Assignment") is made effective as of as of [●], 2026 (the "Effective Date"), by and between Shannon Wind, LLC, a Delaware limited liability company (the "Assignor"), and [●], a [●] ("Assignee").

WHEREAS, on January 25, 2026 (the "Petition Date"), Assignor filed a voluntary chapter 11 petition, commencing the case styled *In re Shannon Wind, LLC*, Case No. 26-90124 (the "Bankruptcy Case"), in the Bankruptcy Court for the Southern District of Texas (the "Court");

WHEREAS, Assignor is operating its businesses and managing its property as chapter 11 debtor and debtor-in-possession pursuant to sections 1107(a) and 1108 of title 11 of the United States Code (the "Bankruptcy Code");

WHEREAS, on February 13, 2026, Assignor filed its *Emergency Motion for Entry of (A) Order (I) Scheduling a Hearing on the Approval of the Sale of All or Substantially All of the Debtor's Assets Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, and the Assumption and Assignment of Executory Contracts and Unexpired Leases, (II) Approving Certain Bidding Procedures, Assumption and Assignment Procedures, and the Form and Manner of Notice Thereof, (B) Order (I) Approving a Final Asset Purchase Agreement, (II) Authorizing the Sale or Substantially All of the Debtor's Assets Free and Clear of all Liens, Claims, Encumbrances, and other Interests, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [Docket No. 55] (the "Bid Procedures Motion") in the Bankruptcy Case;

WHEREAS, on February 18, 2026, the Court entered its first order on the Bid Procedures Motion [Docket No. 66] (the "Bid Procedures Order") authorizing Assignor to implement certain bid procedures in connection with efforts to sell substantially all of its assets;

WHEREAS, on [●], 2026, Assignor designated Assignee as Successful Bidder (as that term is defined in the Bid Procedures Order) in accordance with the Bid Procedures Order;

WHEREAS, on [**June 3, 2026**] the Court entered its second order on the Bid Procedures Motion [Docket No. [●]] which, among other things, approved the Successful Bid and Backup Bid (as those terms are defined in the Bid Procedures Order) and authorized Assignor to consummate a sale of the Acquired Assets;

WHEREAS, Assignor, as seller, and Assignee, as purchaser, are parties to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement"); and

WHEREAS, Assignor hereby sells, transfers, assigns and conveys to Assignee all right, title and interest of Assignor in and under each of the agreements set forth on Exhibit A[1] hereto and made a part hereof (the "Agreements");

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment and Assumption. As of the Effective Date, Assignor hereby transfers and assigns unto Assignee all of the right, title, and interest of Assignor in, to and under the Agreements. Assignee hereby assumes all of the obligations of Assignor under the Agreements arising on and after the Effective Date and agrees to be bound by and to perform all of the terms, conditions, and covenants by which Assignor is bound thereunder. Each of Assignor and Assignee hereby confirms that it intends for this Assignment to be a complete assignment to Assignee of all of Assignor's rights, title, and interest in, to and under the Agreements, and all of Assignor's obligations thereunder, and is not a sublease of the leased premises.

2. **AS IS, WHERE IS BASIS**. **ASSIGNEE ACCEPTS THIS ASSIGNMENT, THE RIGHTS UNDER THE AGREEMENTS, AND ANY AND ALL IMPROVEMENTS AND FACILITIES LOCATED THEREON, IN THEIR PRESENT CONDITION AND ON AN "AS IS" BASIS. ASSIGNEE ACKNOWLEDGES THAT ITS ACCEPTANCE ON AN "AS IS" BASIS FORMS A MATERIAL PART OF THE CONSIDERATION OF THIS ASSIGNMENT.**

3. Successors in Interest. This Assignment and the terms and provisions hereof shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of Assignor and Assignee.

4. Notices. All notices or other communications or deliveries provided for hereunder shall be given as provided in the Purchase Agreement.

5. Purchase Agreement. This Assignment is executed and delivered in accordance with and is subject to all of the terms and conditions of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge on or modify any of the obligations, agreements, covenants or warranties of Assignor, as seller, or Assignee, as purchaser, contained in the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

6. Governing Law; Jurisdiction. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Assignment shall be governed by and construed in accordance with the Laws of the State of Texas without regard to applicable principles of conflicts of law. Except

[1] NTD: Exhibit A to list all Assumed Real Property Interests listed on Section 1.1(j) of the APA Disclosure Schedules, except for the Conrady Easement, which will be addressed in a separate assignment.

as otherwise provided in this Section, the parties hereto agree that any legal action, suit, or proceeding arising in connection with this Assignment will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) if the Bankruptcy Court is unwilling or unable to hear such Action, in the Texas Business Courts sitting in Houston, Texas (or if such court declines to accept jurisdiction over a particular matter, in which case, in any state or federal court located in Harris County, Texas), and the parties hereto waive any objection to venue or forum non conveniens in such court. Each party irrevocably waives, to the fullest extent permitted by applicable law, any objection it may now or hereafter have to the laying of venue of any such dispute in any such federal or state court, as applicable. Assignee acknowledges that any legal action, suit, or proceeding arising in connection with this Assignment shall be submitted to the exclusive jurisdiction of the Court, and Assignee hereby waives any defenses or objections based on lack of jurisdiction, improper venue, or forum non conveniens.

7. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement, and it shall not be necessary in making proof of this Assignment or the terms hereof to produce or account for more than one of such counterparts.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

SHANNON WIND, LLC,
a Delaware limited liability company

By: _____
John Shepherd, *Chief Restructuring Officer*

STATE OF TEXAS
COUNTY OF CLAY

Personally appeared before me, the undersigned authority, a Notary Public within and for said State and County, duly commissioned and qualified, John Shepherd, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Chief Restructuring Officer of Shannon Wind, LLC, a Delaware limited liability company, and that he as such Chief Restructuring Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as such Chief Restructuring Officer.

Witness my hand seal at office this ____ day of _____, 2026.

_____
Notary Public

My Commission Expires: _____

ASSIGNEE:

[●]

By: _____
Name: _____
Title: _____

STATE OF TEXAS
COUNTY OF COUNTY

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, _____, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be the _____ of [●], a [●], and that he/she as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the [●] by himself/herself as such _____.

Witness my hand seal at office this ____ day of _____, 2026.

_____
Notary Public

My Commission Expires: _____

EXHIBIT A
Agreements

[DESCRIPTION OF AGREEMENTS]

EXHIBIT E
ASSIGNMENT AND ASSUMPTION OF EASEMENT

[ATTACHED]

WHEN RECORDED OR FILED RETURN TO:
[●]
Attn: [●]
[●]

(Space above for Recorder's use only.)

ASSIGNMENT AND ASSUMPTION OF EASEMENT AGREEMENT

This Assignment and Assumption of Easement Agreement (this "Assignment") is made and entered into and effective as of this [●], 2026 (the "Assignment Date"), by and between Shannon Wind, LLC, a Delaware limited liability company (the "Assignor"), and [●], a [●] ("Assignee").

WHEREAS, on January 25, 2026 (the "Petition Date"), Assignor filed a voluntary chapter 11 petition, commencing the case styled *In re Shannon Wind, LLC*, Case No. 26-90124 (the "Bankruptcy Case"), in the Bankruptcy Court for the Southern District of Texas (the "Court");

WHEREAS, Assignor is operating its businesses and managing its property as chapter 11 debtor and debtor-in-possession pursuant to sections 1107(a) and 1108 of title 11 of the United States Code (the "Bankruptcy Code");

WHEREAS, on February 13, 2026, Assignor filed its *Emergency Motion for Entry of (A) Order (I) Scheduling a Hearing on the Approval of the Sale of All or Substantially All of the Debtor's Assets Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, and the Assumption and Assignment of Executory Contracts and Unexpired Leases, (II) Approving Certain Bidding Procedures, Assumption and Assignment Procedures, and the Form and Manner of Notice Thereof, (B) Order (I) Approving a Final Asset Purchase Agreement, (II) Authorizing the Sale or Substantially All of the Debtor's Assets Free and Clear of all Liens, Claims, Encumbrances, and other Interests, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [Docket No. 55] (the "Bid Procedures Motion") in the Bankruptcy Case;

WHEREAS, on February 18, 2026, the Court entered its first order on the Bid Procedures Motion [Docket No. 66] (the "Bid Procedures Order") authorizing Assignor to implement certain bid procedures in connection with efforts to sell substantially all of its assets;

WHEREAS, on [●], 2026 Assignor designated Assignee as Successful Bidder (as that term is defined in the Bid Procedures Order) in accordance with the Bid Procedures Order;

WHEREAS, on [**June 3, 2026**] the Court entered its second order on the Bid Procedures Motion [Docket No. [●]] which, among other things, approved the Successful Bid and Backup Bid (as those terms are defined in the Bid Procedures Order) and authorized Assignor to consummate a sale of the Acquired Assets

WHEREAS, Assignor, as seller, and Assignee, as purchaser, are parties to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement");

WHEREAS, by Easement Agreement dated March 13, 2015 and recorded on March 25, 2015 as Instrument No. 11311 in Volume 69, Page 619 of the Official Public Records of Clay County, Texas, attached hereto as Exhibit A (the "Wind Easement"), Teddy W. Conrady and Adanna J. Conrady, as owners, granted to Assignor, as grantee, an exclusive easement over certain real property located in Clay County, Texas (the "Easement Property"), for the right to permit the rotors of wind turbines installed on adjoining property to overhang the Easement Property and for the non-obstruction of wind;and

WHEREAS, Assignor desires to assign to Assignee, its successors and assigns, and Assignee desires to assume, all of Assignor's rights, title, interest, obligations and restrictions in, to, and under the Wind Easement;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment and Assumption. Assignor hereby transfers and assigns to Assignee, its successors and assigns, all of Assignor's right, title, and interest arising under the Wind Easement. Assignee hereby assumes and agrees to observe and perform all of Assignor's obligations, restrictions and duties as the grantee under the Wind Easement and arising with respect to the period from and after the Assignment Date.

2. **AS IS, WHERE IS BASIS**. **ASSIGNEE ACCEPTS THIS ASSIGNMENT, THE EASEMENT RIGHTS UNDER THE WIND EASEMENT IN THE EASEMENT PROPERTY, AND ANY AND ALL IMPROVEMENTS AND FACILITIES LOCATED THEREON, IN THEIR PRESENT CONDITION AND ON AN "AS IS" BASIS. ASSIGNEE ACKNOWLEDGES THAT ITS ACCEPTANCE ON AN "AS IS" BASIS FORMS A MATERIAL PART OF THE CONSIDERATION OF THIS ASSIGNMENT.**

3. Liability. As part of the consideration for this Assignment, Assignee expressly assumes all liabilities, obligations and duties of Assignor pertaining to the Wind Easement under the Easement Agreement. By assuming such liabilities, obligations and duties, Assignee hereby expressly releases and discharges Assignor from all liabilities, obligations and duties pertaining to the Wind Easement, in each case, arising from and after the Assignment Date. It is acknowledged and agreed that Assignor shall not be responsible for the discharge and performance of any duties or obligations to be performed or discharged in connection with the Wind Easement from and after the Assignment Date. 4. Successors in Interest. This Assignment and all of the provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5. Notices. All notices or other communications or deliveries provided for hereunder shall be given as provided in the Purchase Agreement.

6. Purchase Agreement. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Assignment is executed and delivered in accordance with and is subject to all of the terms and conditions of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge on or modify any of the obligations, agreements, covenants or warranties of Assignor, as seller, or Assignee, as purchaser, contained in the Purchase

Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

7. Governing Law; Jurisdiction. This Assignment shall be governed by and construed in accordance with the Laws of the State of Texas without regard to applicable principles of conflicts of law. Except as otherwise provided in this Section, the parties hereto agree that any legal action, suit, or proceeding arising in connection with this Assignment will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) if the Bankruptcy Court is unwilling or unable to hear such Action, in the Texas Business Courts sitting in Houston, Texas (or if such court declines to accept jurisdiction over a particular matter, in which case, in any state or federal court located in Harris County, Texas), and the parties hereto waive any objection to venue or forum non conveniens in such court. Each party irrevocably waives, to the fullest extent permitted by applicable law, any objection it may now or hereafter have to the laying of venue of any such dispute in any such federal or state court, as applicable. Assignee acknowledges that any legal action, suit, or proceeding arising in connection with this Assignment shall be submitted to the exclusive jurisdiction of the Court, and Assignee hereby waives any defenses or objections based on lack of jurisdiction, improper venue, or forum non conveniens.

8. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement, and it shall not be necessary in making proof of this Assignment or the terms hereof to produce or account for more than one of such counterparts.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

SHANNON WIND, LLC,
a Delaware limited liability company

By: _____
John Shepherd, *Chief Restructuring Officer*

STATE OF TEXAS
COUNTY OF CLAY

Personally appeared before me, the undersigned authority, a Notary Public within and for said State and County, duly commissioned and qualified, John Shepherd, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Chief Restructuring Officer of Shannon Wind, LLC, a Delaware limited liability company, and that he as such Chief Restructuring Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as such Chief Restructuring Officer.

Witness my hand seal at office this ____ day of _____, 2026.

_____
Notary Public

My Commission Expires: _____

ASSIGNEE:

[●]

By: _____
Name: _____
Title: _____

STATE OF TEXAS
COUNTY OF COUNTY

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, _____, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be the _____ of [●], a [●], and that he/she as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the [●] by himself/herself as such _____.

Witness my hand seal at office this ____ day of _____, 2026.

_____
Notary Public

My Commission Expires: _____

EXHIBIT A

Attached.

DISCLOSURE SCHEDULES AND SCHEDULE SUPPLEMENTS

DISCLOSURE SCHEDULES
TO
ASSET PURCHASE AGREEMENT

This document constitutes the Disclosure Schedules (the "Disclosure Schedules") to that certain Asset Purchase Agreement (the "Agreement"), dated as of April 29, 2026, by and between, 1370 Clean Energy LLC, a Delaware series limited liability company ("Purchaser") and Shannon Wind, LLC, a Delaware limited liability company ("Seller"). Capitalized terms used herein and not otherwise defined shall have their respective meanings ascribed to them in the Agreement.

The Disclosure Schedules are arranged in sections corresponding to the numbered and lettered sections and subsections contained in the Agreement and the disclosures in any section or subsection of the Disclosure Schedules shall qualify the section or subsection of the Agreement to which such disclosure corresponds and shall be deemed disclosed with respect to, and shall qualify, any other sections and subsections of the Agreement, regardless of whether such disclosure is specifically referenced therein.

The paragraphs corresponding to the numbered sections contained in the Agreement may include sections not specifically referenced in the text of the section. Any disclosure made in any section or schedule of the Disclosure Schedules shall be deemed disclosed with respect to the section or schedule referenced and shall be deemed disclosed with respect to, and shall qualify, any other section or schedule of the Disclosure Schedules and any other representations or warranties contained in the Agreement, regardless of whether such disclosure is specifically referenced therein if it is reasonably apparent on the face of such disclosure that such disclosure is applicable to such other section or schedule of the Disclosure Schedules. The Disclosure Schedules are not intended to constitute, and shall not be construed as constituting, representations or warranties of Seller, except as and to the extent provided in the Agreement. Inclusion of information herein shall not be construed as an admission that such information is material to the business, operations or financial condition of Seller, except as and to the extent provided in the Agreement.

The Disclosure Schedules may include items or information that are not required to be disclosed under the Agreement; disclosure of those items or information is not an indication that those items meet the disclosure threshold applicable to the portion of the Disclosure Schedules on which they are reported. The disclosure of any information herein shall not be construed as an admission that any such information is material. None of the disclosures contained herein shall be construed as constituting representations and warranties except as specifically provided in the Agreement. In disclosing this information, the Seller does not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed in the Disclosure Schedules. No disclosure in the Disclosure Schedules relating to any possible breach or violation of any law or contract shall be construed as an admission or indication to any third party that any such breach or violation exists or has actually occurred.

From time to time prior to the Closing, Seller may supplement or amend any of the Disclosure Schedules. Any disclosure in any such Schedule Supplement shall not be deemed to give rise to any Purchaser termination rights pursuant to Article VII of the Purchase Agreement.

Section 1.1(a)

Assigned Contracts

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

2. That certain Contract for the Sale of Power Generation Equipment and Related Services, dated July 18, 2014, by and between General Electric Company and Shannon Wind, LLC, as amended by that certain First Amendment to Contract for the Sale of Power Generation Equipment and Related Services, dated December 25, 2014, that certain Second Amendment to Contract for the Sale of Power Generation Equipment and Related Services, dated April 8, 2015 (effective as of March 31, 2015), that certain Third Amendment to Contract for the Sale of Power Generation Equipment and Related Services, dated May 7, 2015 (effective as of April 30, 2015), that certain Fourth Amendment to Contract for the Sale of Power Generation Equipment and Related Services, dated June 10, 2015, and that certain Fifth Amendment to Contract for the Sale of Power Generation Equipment and Related Services, dated June 11, 2015.

3. That certain Asset Management Agreement, dated March 4, 2022, by and among Shannon Wind, LLC, CAMS Renewable Services, LLC, and Shannon Wind Holdings, LLC, as amended by that certain Letter Agreement for the Provision of On-Site Services, dated August 15, 2022, by and among Shannon Wind, LLC, Shannon Wind Holdings, LLC, and CAMS Renewables Services, LLC.

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

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

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

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

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

9. That certain Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, dated as of December 19, 2013, by and among Midway Independent School District, Horn Wind, LLC, South Clay Wind Farm, LLC and Shannon-1 Wind, LLC, as assigned to Shannon Wind, LLC pursuant to that certain Assignment and Assumption Agreement, dated as of February 25, 2015, by and among Horn Wind, LLC, South Clay Wind Farm, LLC, Shannon-1 Wind Farm, LLC and Shannon Wind, LLC.

10. The Contracts listed in Section 1.1(j) are incorporated herein by reference.

Section 1.1(b)

Wind Turbine Generator Equipment

1. 119 GE 1.7-103 wind turbine generators, including tabular steel towers and wind turbine generator foundations
2. Substation, including feeder circuit breakers, isolation switches, capacitor bank, reactor, GSU transformer, protective relay and metering equipment, and other substation equipment
3. Generator step-up and pad-mounted transformers
4. Collector systems
5. Measurement towers
6. Transmission lines, including the 345 kV gen-tie line
7. SCADA, control and communications systems

Section 1.1(g)

Forklift

1. 2015 Genie GTH-5519 (forklift)

Section 1.1(j)

Assumed Real Property Interests

1. That certain Surface Lease dated June 1, 2009, by and between Kaye Schreiber Nichols and Bob Schreiber, as owners, and Shannon Wind, LLC, as lessee, for certain premises located at TE&L Survey, Block 2631, Abstract 490, Parcel 8844, Clay County, Texas, as amended by that certain First Amendment to Surface Lease dated June 1, 2009.

2. That certain Surface Lease dated September 1, 2009, by and between Michael Dale Jackson and Judy Kay Jackson, as owners, and Shannon Wind, LLC, as lessee, for certain premises located at TE&L Survey, Block 2626, Abstract 485, Parcel 8822, Clay County, Texas and TE&L Survey, Block 2626, Abstract 485, Parcel 8825, Clay County, Texas.

3. That certain Surface Lease dated January 29, 2010, by and between Prairie Grove Ranch Partnership, a Texas general partnership, as attorney-in-fact for J. Patrick Garrett, Michael L. Garrett, Kelly Garrett Abbott and Meredith Garrett Landin, as owners, and Shannon Wind, LLC, as lessee, for certain premises located at Newton Subdivision Gilleland Survey, Abstract 162, Clay County, Texas; TE&L Survey, Block 2673 and 2674, Abstract 508 and 509, Clay County, Texas; R. B. Cobb Survey, Abstract 978, Clay County, Texas; TE&L Survey, Block 2618, Abstract 477, Clay County, Texas; TE&L Survey, Block 2604, Abstract 463, Clay County, Texas; TE&L Survey, Block 2617, Abstract 476, Clay County, Texas; TE&L Survey, Block 2624, Abstract 483, Clay County, Texas; TE&L Survey, Block 2633, Abstract 492, Clay County, Texas; TE&L Survey, Block 2633, Abstract 492, Clay County, Texas; TE&L Survey, Block 2608, Abstract 467, Clay County, Texas; TE&L Survey, Block 2613, Abstract 472, Clay County, Texas; TE&L Survey, Block 2614, Abstract 473, Clay County, Texas; TE&L Survey, Block 2677, Abstract 510, Clay County, Texas; TE&L Survey, Block 2690, Abstract 523, Clay County, Texas; and TE&L Survey, Block 2690, Abstract 523, Clay County, Texas.

4. That certain Surface Lease dated May 1, 2010, by and between Edward C. Moer and Debra K. Moer, as owners, and Shannon Wind, LLC, as lessee, for certain premises located at TE&L Survey, Block 2618, Abstract 477, Parcel 36388, Clay County, Texas; TE&L Survey, Block 2603, Abstract 462, Parcel 8749, Clay County, Texas; TE&L Survey, Block 2603, Abstract 462, Parcel 8750, Clay County, Texas; and TE&L Survey, Block 2603, Abstract 462, Parcel 8751, Clay Count, Texas, as amended by that certain First Amendment to Surface Lease dated May 1, 2013.

5. That certain Surface Lease dated May 1, 2010, by and between Terence Lee Schroeder and Scott Lea Schroeder, as owners, and Shannon Wind, LLC, as lessee, for certain premises located at TE&L Survey, Block 2643 Abstract 502, Clay County, Texas; J ROBBINS Survey Abstract 490, Parcel No. 0010327, Jack County, Texas; and TE&L Co. Survey Abstract 2316, Parcel No. 0010329, Jack County, Texas.

6. That certain Surface Lease dated June 1, 2010, by and between Jerome T. Horn and Virgie M. Horn, as owners, and Shannon Wind, LLC, as lessee, for certain premises located at TE&L Survey, Block 2629, Abstract 488, Clay County, Texas.

7. That certain Surface Lease dated June 1, 2010, by and between Arthur H. Litteken and Shirley D. Litteken, as owners, and Shannon Wind, LLC, as lessee, for certain premises located at TE&L Survey, Block 2671, A-506, Clay County, Texas; TE&L Survey, Block 2672, A-507, Clay County, Texas; McKinney & Williams Survey, A-359, Clay County, Texas; W. Wells Survey A-711, Clay County, Texas; and W. FORRIS Survey A-148, Clay County, Texas, East 148.55 acres of 4445, and 387,81 acres of 4446.

8. That certain Surface Lease dated September 1, 2010, by and between Edward C. Moer and Debra K. Moer, as owners, and Shannon Wind, LLC, as lessee, for certain premises located at W. Wells Survey, A-711, Clay County, Texas, as amended by that certain First Amendment of Surface Lease dated May 30, 2014.

9. That certain Surface Lease dated September 1, 2010, by and between Cletus James Schroeder and Darla Jo Schroeder, as owners, and Shannon Wind, LLC, as lessee, for certain premises located at TE&L Survey, Block 2644 Abstract 503, Clay County, Texas; TE&L Survey, Parcel 1716 Abstract 231 7, Jack County, Texas; and Brooks Survey, Parcel 50150, Abstract 64, Jack County, Texas.

10. That certain Surface Lease dated September 1, 2010, by and between Robert Alvin Schroeder and Rebecca Lynn Schroeder, as owners, and Shannon Wind, LLC, as lessee, for certain premises located at TE&L Survey, Block 2644 Abstract 503, Clay County, Texas; and TE&L Survey, parcel 9083 Abstract 2317, Jack County, Texas.

11. That certain Surface Lease dated September 1, 2010, by and between David Lynn Jackson and Cheryl Jackson, as owners, and Shannon Wind, LLC, as lessee, for certain premises located at TE&L Survey 2612 Abstract 471 Parcel 8798 Clay County, Texas; and TE&L Survey 2609 Abstract 468, Parcel 8789 Clay County, Texas.

12. That certain Surface Lease dated June 26, 2014, by and between Michael L. Garrett and Antoinette I. Garrett, Trustees of the Garrett Family Trust UTA dated March 11, 2011, as owners, and Shannon Wind, LLC, as lessee, for certain premises located at TE&L Co. Survey No. 2607, Abstract No. 466, Clay County, Texas.

13. That certain Surface Lease dated June 1, 2013, by and between Douglas J. Wolf and Betty S. Wolf, as owners, and Shannon Wind, LLC, as lessee, for certain premises located at TE&L Survey, Block 2627, Abstract 486, Parcel 8827, Clay County, Texas; and South-East 60 Acres, of the West 160 acres, located in TE&L Survey, Block 2630 Abstract 489, Parcel 8843, Clay County, Texas, as amended by that certain First Amendment to Surface Lease dated May 19, 2014.

14. That certain Surface Lease dated June 1, 2013, by and between Joey R. Horn and Jessica Juan Wang, as owners, and Shannon Wind, LLC, as lessee, for certain premises located at The West 1/2 (one half) of the West 160 acres located in TE&L Survey, Block 2627 Abstract 486, Parcel 8826, Clay County, Texas.

15. That certain Surface Lease dated May 16, 2013, by and between Jimmy M. Horn, as owner, and Shannon Wind, LLC, as lessee, for certain premises located at The East 1/2 (one half) of the West 160 acres located in TE&L Survey, Block 2627, Abstract 486, Parcel 8826, Clay County, Texas, less 5 acres in the North East comer described in TRACT TWO; and y 5 acres located in TE&L Survey, Block 2627 Abstract 486, Parcel 8826, Clay County, Texas.

16. That certain Surface Lease dated May 1, 2010, by and between Lloyd Wolf Sr., as owner, and Shannon Wind, LLC, as lessee, for certain premises located at TE&L Survey, Block 2606, A-465, Clay County, Texas and TE&L Survey, Block 2605, A-464, Clay County, Texas.

17. That certain Surface Lease dated October 1, 2010, by and between Robert E. Steinberger Sr. and Carolyn Sue Cox Steinberger, as owners, and Shannon Wind, LLC, as lessee, for certain premises located at all of Texas Emigration and Land Company Survey No. 2615, Abstract 474, containing 320 acres of land, more or less, and all of Texas Emigration and Land Company Survey 2616, Abstract No. 475, containing 320 acres of land, more or less, in Clay County, Texas, as amended by that certain First Amendment of Surface Lease dated June 10, 2014.

18. That certain Easement Agreement dated March 13, 2015, by and between Teddy W. Conrady and Adanna J. Conrady, as owner, and Shannon Wind, LLC, as grantee.

19. That certain Estoppel Certificate dated March 13, 2015, by and between Teddy W. Conrady and Adanna J. Conrady, as owners, and Shannon Wind, LLC, as project company.

20. Letter Approving Line Crossings Across Easement dated January 16, 2015 from Brazos Electric Power Cooperative, Inc.

21. Letter of No Objection dated March 30, 2015 from Enterprise Crude Pipeline, LLC.

22. Encroachment on Easement dated December 26, 2014, by and between Oncor Electric Delivery Company LLC and Shannon Wind, LLC (Distribution).

23. Encroachment on Easement dated December 16, 2014, by and between Oncor Electric Delivery Company LLC and Shannon Wind, LLC (Transmission).

24. Unsigned Copy of Release of Easements by Phillips 66 Pipeline LLC.

25. Letter of No Objection dated August 12, 2014 from J-A-C Electric Cooperative Inc.

26. Letter of No Objection dated April 16, 2015 from Edward Veitenheimer Sr.

27. Letter dated February 24, 2015 from Kenneth Liggett, County Judge, Clay County.

Section 1.1(l)

Permits

1. Self-Certification of Exempt Wholesale Generator Status filed with the Federal Energy Regulatory Commission (FERC) on March 23, 2015 (Docket No. EG14-58-000).

2. Registration as a Resource Entity with the Electric Reliability Council of Texas (ERCOT) pursuant to the ERCOT Protocols on August 1, 2014.

3. Ten (10) Orders Granting Permit and Right-of-Way to Construct Pipeline, Road Crossing and/or Road Cut, each issued by Clay County on February 9, 2015.

4. Letter dated February 24, 2015 from Kenneth Liggett, County Judge, Clay County.

Section 3.3

Conflicts; Consents

1. By contract, Seller is required to obtain the consent of the counterparties to the following Assigned Contracts in connection with the transactions contemplated by the Agreement:

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

   (b) That certain Contract for the Sale of Power Generation Equipment and Related Services, dated July 18, 2014, by and between General Electric Company and Shannon Wind, LLC, as amended by that certain First Amendment to Contract for the Sale of Power Generation Equipment and Related Services, dated December 25, 2014, that certain Second Amendment to Contract for the Sale of Power Generation Equipment and Related Services, dated April 8, 2015 (effective as of March 31, 2015), that certain Third Amendment to Contract for the Sale of Power Generation Equipment and Related Services, dated May 7, 2015 (effective as of April 30, 2015), that certain Fourth Amendment to Contract for the Sale of Power Generation Equipment and Related Services, dated June 10, 2015, and that certain Fifth Amendment to Contract for the Sale of Power Generation Equipment and Related Services, dated June 11, 2015.

   (c) That certain Asset Management Agreement, dated March 4, 2022, by and among Shannon Wind, LLC, CAMS Renewable Services, LLC, and Shannon Wind Holdings, LLC, as amended by that certain Letter Agreement for the Provision of On-Site Services, dated August 15, 2022, by and among Shannon Wind, LLC, Shannon Wind Holdings, LLC, and CAMS Renewables Services, LLC.

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

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

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

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

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

Section 5.1(b)

Conduct of Seller

None.

SCHEDULE SUPPLEMENT

TO

ASSET PURCHASE AGREEMENT

by and between

1370 CLEAN ENERGY LLC,

as Purchaser

and

SHANNON WIND, LLC,

as Seller

DATED AS OF APRIL 30, 2026

EXPLANATORY STATEMENT

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

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

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

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

Section 3.3

Conflicts; Consents

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

(iii)

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

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

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

(iv)

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

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

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

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

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

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

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

SECOND SCHEDULE SUPPLEMENT

TO

ASSET PURCHASE AGREEMENT

by and between

1370 CLEAN ENERGY LLC,

as Purchaser

and

SHANNON WIND, LLC,

as Seller

DATED AS OF MAY [●], 2026

EXPLANATORY STATEMENT

The following schedule supplement (this "**Second Schedule Supplement**") supplement and amend the original "**Disclosure Schedules**", to that certain Asset Purchase Agreement (the "**Agreement**") dated April 29, 2026 (the "**Execution Date**"), as supplemented and amended by that certain Schedule Supplement dated April 30, 2026 (the "**First Schedule Supplement**"), with respect to certain matters arising after the Execution Date, or of which the Seller has become aware of after the Execution Date. The sections of this Second Schedule Supplement correspond to certain section references contained in the Agreement by and between 1370 Clean Energy LLC, a Delaware series limited liability company ("**Purchaser**") and Shannon Wind, LLC, a Delaware limited liability company ("**Seller**"). The Purchaser and Seller may sometimes be referred to herein individually as a "Party", and collectively as the "Parties".

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

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

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

Section 1.1(a)

Assigned Contracts

Section 1.1(a) of the Disclosure Schedules is hereby supplemented by adding the following Assigned Contract immediately following item 10 thereof:

11. That certain Engagement Letter to Provide Property Tax Consulting Services dated as of March 11, 2026, by and between Shannon Wind, LLC and Cummings Westlake, LLC.

Except as expressly supplement hereby, Section 1.1(a) of the Disclosure Schedules shall remain unchanged and in full force and effect.

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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]	

DECLARATION OF JOHN SHEPHERD IN SUPPORT OF DEBTOR'S DESIGNATION OF STALKING HORSE BIDDER

I, John Shepherd, pursuant to 28 U.S.C. § 1746, hereby declare that the following is true to the best of my knowledge, information, and belief:

1. I am the chief restructuring officer ("**CRO**") of Shannon Wind, LLC ("**Shannon Wind**" or the "**Debtor**").

2. I am over the age of 18 and authorized to submit this declaration (this "**Declaration**") on behalf of the Debtor. Currently, I am a Senior Managing Director in the Turnaround and Restructuring group at Accordion Partners, LLC ("**Accordion**"). Accordion is the financial advisor for the Debtor in this chapter 11 case.

3. I submit this declaration in support of the designation of 1370 Clean Energy LLC as the stalking horse bidder (the "**Stalking Horse Bidder**") as provided in the Debtor's *Notice of Filing of Stalking Horse Designation*.

4. I have over 30 years' worth of experience in energy private equity, corporate finance, strategy, corporate development, mergers and acquisitions and corporate restructuring. I

[1] The last four digits of the Debtor's federal tax identification number are 3562. For the purpose of this chapter 11 case, the Debtor's address is 1920 McKinney Ave, Suite 950, Dallas, TX, 75201. Additional information regarding the Debtor's case can be found on the website of the Debtor's claims and noticing agent at https://www.veritaglobal.net/shannon.

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have held numerous senior positions and served on the board of directors for several energy companies. Throughout my career, I have garnered significant transactional, advisory, and management experience spanning the full spectrum of the energy industry, including oil and gas, energy infrastructure, oilfield services, power and renewable energy.

5. In my capacity as CRO of the Debtor, I am familiar with the facts and circumstances set forth herein, which, except as otherwise noted, are based on my actual knowledge as well as information and advice provided to me by the Debtor's independent contractors and certain of its professionals and advisors. I am generally familiar with the Debtor's business, financial condition, day-to-day operations, and the circumstances leading to the commencement of this chapter 11 case. In my capacity as CRO of the Debtor, I have maintained active oversight of the 363 sales process and negotiations with the Stalking Horse Bidder and am familiar with the terms and conditions of Asset Purchase Agreement submitted by the Stalking Horse Bidder. I believe, to the best of my knowledge, that the facts and circumstances set forth herein are true and correct. References to bankruptcy, the chapter 11 process, and related legal matters are based on my understanding of such in reliance on the explanation provided by counsel to the Debtor. If called upon to testify, I would testify competently to the facts set forth herein.

6. Consistent with the Court's order approving bidding procedures (the "**Bidding Procedures Order**"), the Debtor's investment banker, Nomura Securities International, Inc. ("**Nomura**"), has engaged in a robust marketing process.[2]

7. Each potential bidder that executed a confidentiality agreement was granted access to a data room that contained, among other things, information with respect to the Debtor's assets and operations and procedures for submitting proposals to be considered as a stalking horse bidder

[2] Unless otherwise defined, all capitalized terms shall have the meanings provided in the Bidding Procedures Order.

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or otherwise submitting a bid. The Stalking Horse Bidder emerged as an active participant in this process.

8. After extensive due diligence and multiple rounds of negotiations, the Stalking Horse Bidder delivered to the Debtor an Asset Purchase Agreement by and among Stalking Horse Bidder and the Debtor (as amended, supplemented, or otherwise modified by the parties thereto, and including the exhibits, schedules or attachments thereto, the "**Stalking Horse Agreement**") that had been executed by the Purchaser.

9. In accordance with the Bidding Procedures, the Stalking Horse Bidder has provided its deposit.

10. It is my understanding through discussions with counsel, there are no connections, other than those that arise from the Stalking Horse Agreement, between the Stalking Horse Bidder and the Debtor.

11. The Bidding Procedures Order provides authority to designate a Stalking Horse Bidder.

12. I believe the terms of the Stalking Horse Agreement, including the Bid Protections (as described below) were a result of arm's-lengths, good-faith negotiations between the Debtor, the Stalking Horse Bidder and each party's advisors. Following arm's-length and good faith negotiations, the Debtor supports the Stalking Horse Agreement, subject to potential qualified overbids, for the purchase of certain of the Debtor's assets, as more fully described in the Stalking Horse Agreement. Ultimately, the Debtor determined that it was prudent to select a stalking horse prior to the auction to ensure there was a committed "floor" at the auction.

13. In accordance with the Bidding Procedures, and in advance of any applicable Auction, the Debtor, with the assistance of Nomura, will continue to solicit higher or otherwise

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better proposals from third parties. By inducing the Stalking Horse Bidder to hold its proposal open as a baseline from which other potential bidders can submit higher or better offers, the Bid Protections will serve to encourage more competitive bidding, which will hopefully increase the consideration received for the Debtor's assets.

14. Based on my review of the negotiations and proposals received to date, I believe the purchase price for the Debtor's assets as provided in the Stalking Horse Agreement is the result of extensive, good-faith, arm's-length negotiations, and is currently the best available proposal. I further believe that the terms of the Stalking Horse Agreement establish a floor for further bidding that may result in an enhanced proposal and greater value for the Debtor's estate.

15. As set forth above, the Stalking Horse Agreement contemplates bid protections (the "**Bid Protections**") including (a) a provision for expense reimbursement (the "**Expense Reimbursement**") not to exceed $100,000 following the termination of the Stalking Horse Agreement under certain circumstances, and (b) break-up fee (the "**Break-Up Fee**") which equals $3,237,500 (calculated as two and one-half percent (2.5%) of the Closing Date Payment of $129,500,000), payable in the event the Stalking Horse Agreement is terminated under certain circumstances.

16. Bid protections such as the Break-Up Fee and Expense Reimbursement are valuable to chapter 11 debtors and have become a recognized practice in chapter 11 cases because they enable a debtor to ensure a sale to a contractually committed buyer at a price the debtor believes is reasonable and appropriate, while providing the debtor with the potential of obtaining an enhanced recovery through an auction process.

17. The Stalking Horse Agreement sets a floor for the value of the Debtor's assets, encouraging potential buyers to meet or exceed such floor price for the assets and potentially increasing the realizable value of the assets for the benefit of all parties in interest.

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18. In an Auction, the payment of the Bid Protections should not diminish the Debtor's estates to the extent they become payable because any competing bid must exceed the Stalking Horse Bid by an amount in excess of the Bid Protections.

19. Based on discussions with the Stalking Horse Bidder and its advisors, I understand that the Stalking Horse Bidder was not willing to enter into the Stalking Horse Agreement without the Bid Protections.

20. Based on the arm's-length negotiations between the Debtor and the Stalking Horse Bidder, I believe that the Debtor has appropriately determined that the Bid Protections are necessary to induce the Stalking Horse Bidder to enter into the Stalking Horse Agreement and are reasonable under the circumstances.

21. I believe that the Bid Protections, as a whole, are comparable to the bid protections often provided to the bidders in comparable bankruptcy cases.

22. Executing the Stalking Horse Agreement will put the Debtor in a position to solicit competing bids that could be materially higher or may provide otherwise better value to the Debtor's estate than the Stalking Horse Agreement.

23. Accordingly, I believe that the benefits of the Stalking Horse Agreement outweigh the costs associated with the Bid Protections.

24. The Debtor negotiated the Break-Up Fee and Expense Reimbursement, and I understand that the Stalking Horse Bidder's bid is conditioned on approval of the Bid Protections.

25. Accordingly, for all the foregoing reasons, I believe that the Bidding Procedures and the approval of the Stalking Horse Bid and Bid Protections, (a) will allow for an efficient sale of the Debtor's assets; (b) are reasonable and appropriate under the circumstances; and (c) are in the best interest of, and provide a benefit to, the Debtor's estate, and that the Debtor's decision to seek such approval constitutes a sound exercise of the Debtor's business judgment.

Docusign Envelope ID: 29F3CD89-8264-8DF3-8016-0962CA76CD88

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: April 30, 2026

John Shepherd

John Shepherd
Chief Restructuring Officer
Shannon Wind, LLC

Docusign Envelope ID: C6560E25-12A3-8925-823E-7A28ED5D98A5

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]	

DECLARATION OF KOMU KUMAR IN SUPPORT OF THE DEBTOR'S PROPOSED SALE TRANSACTION

Pursuant to 28 U.S.C. § 1746, I, Komu Kumar, hereby declare as follows:

1. I am a Managing Director at Nomura Securities International, Inc. ("**Nomura**"), the investment banker to Shannon Wind, LLC (the "**Debtor**"), as debtor and debtor in possession in the above-captioned chapter 11 case.

2. I make this declaration (the "**Declaration**") in support of the Debtor's motion seeking approval of the sale of substantially all of the Debtor's assets free and clear of all liens, claims, encumbrances, and other interests pursuant to sections 363 and 365 of the Bankruptcy Code [Docket No. 55] (the "**Sale Motion**").[2]

3. Except as otherwise indicated, all statements in this Declaration are based on my personal knowledge of the Debtor's operations and finances gleaned during the course of my engagement with the Debtor, my discussions with the Debtor's management, other members of the Nomura team, and the Debtor's other advisors, as well as my review of relevant documents

[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 otherwise defined herein shall have the meanings ascribed to such terms in the Bidding Procedures Order [Docket No. 66] or the Stalking Horse Agreement, as applicable.

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Docusign Envelope ID: C6560E25-12A3-8925-823E-7A28ED5D98A5

and information supplied to me by the Debtor and its other advisors, and my professional experience. If called to testify, I could and would testify to each of the facts set forth herein based on such personal knowledge, discussions, review of documents and information, and professional experience.

4. I am a Managing Director with Nomura, a financial and investment banking firm, serving companies and their stakeholders across a wide spectrum of industries and sizes. Nomura's relevant services include, but are not limited to, financial advisory for mergers, acquisitions, divestitures, and strategic alliances. Nomura has significant qualifications and experience in these matters and a reputation for providing high quality, specialized investment banking advisory services to parties in complex transactions.

5. Nomura Greentech, Nomura's branded platform for sustainable technology and infrastructure, is a leading M&A and strategic advisor in these sectors. Since its establishment in 2009, Nomura Greentech has completed over 330 transactions, involving approximately 375 GW worth of renewable energy, including $175 billion in M&A advisory and $65 billion in capital raised. Nomura has extensive experience financing, marketing and selling wind assets. Over the past five years, Nomura has served as exclusive financial advisor on multiple transactions involving the sale and acquisition of operating and under-construction wind assets and platforms, representing more than 2.3 GW of aggregate capacity across the United States.

6. I have over 17 years of experience across investment banking, private equity and the federal government, with a focus on renewable energy, cleantech, power, utilities, and infrastructure sectors across investment banking, private equity, and the public sector. I hold a Bachelor of Commerce from the University of Toronto with a specialist in Finance and a major in

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Economics. At Nomura Greentech, I lead the North American Low Carbon Power franchise, covering renewables, power, storage, and energy infrastructure.

7. Prior to joining Nomura Greentech, I was at BofA Securities, Inc., where I was a member of the Investment Banking team covering renewable energy, cleantech, EV charging, and power and utilities. Prior to joining BofA Securities, I was a member of the Power, Utilities, Renewables and Infrastructure M&A group at Lazard. I also worked in AMP Capital's Infrastructure Private Equity team and with the Australian Federal Government, focusing on renewable energy and infrastructure. Throughout my career, I have advised clients on public and private M&A transactions, SPACs, IPOs, private capital raises, restructuring mandates, and other strategic assignments.

8. Prior to filing its voluntary bankruptcy petition, the Debtor engaged Nomura to act as the Debtor's exclusive financial advisor in connection with the marketing and sale of the Debtor's wind energy assets located in Clay County, Texas (the "**Project**"), pursuant to an engagement letter dated November 26, 2025 (the "**Engagement Letter**"). Recognizing the need to maximize value for the Debtor's estate, the Debtor and Nomura initiated a comprehensive process to solicit, evaluate, and negotiate proposals from potential acquirors for the Debtor's assets (the "**Marketing Process**").

9. On January 25, 2026, the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

10. The Debtor filed an application to retain and employ Nomura as its investment banker on February 25, 2026 [Docket No. 79], and the Court entered an order granting that application on March 20, 2026 [Docket No. 112].

Docusign Envelope ID: C6560E25-12A3-8925-823E-7A28ED5D98A5

11. On February 13, 2026, the Debtor filed the Sale Motion seeking approval of certain bidding procedures for the sale of substantially all of the Debtor's assets. The Court entered an order approving the Bidding Procedures on February 18, 2026 [Docket No. 66] (the "**Bidding Procedures Order**").

12. Consistent with the Court's Bidding Procedures Order, Nomura engaged in a robust marketing process on behalf of the Debtor. In connection with the marketing process, Nomura contacted 114 potentially interested parties, and the Debtor executed confidentiality agreements with 37 parties to begin the diligence process and negotiations toward a transaction. Each potential bidder that executed a confidentiality agreement was granted access to a data room that contained, among other things, information with respect to the Debtor's assets and operations and procedures for submitting proposals.

13. As part of the Marketing Process, I, along with my Nomura colleagues, contacted potential bidders, conducted numerous follow-up diligence meetings with interested parties, and engaged in extensive negotiations with prospective purchasers. In these communications, I encouraged potential bidders to increase price and decrease any conditionality associated with their bids with the goal of maximizing value and minimizing execution risk.

14. After extensive due diligence and multiple rounds of negotiations, 1370 Clean Energy LLC (together with any designated affiliate as provided in the Stalking Horse Agreement, the "**Stalking Horse Bidder**") emerged as an active participant in the Marketing Process.

15. On April 29, 2026, the Stalking Horse Bidder delivered to the Debtor an Asset Purchase Agreement (as may be amended, supplemented, or otherwise modified from time to time, the "**Stalking Horse Agreement**") that had been executed by the Stalking Horse Bidder on April 29, 2026.

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16. The Debtor filed its Notice of Filing of Stalking Horse Designation on April 30, 2026 [Docket No. 146]. The Stalking Horse Agreement provides for the purchase of substantially all of the Debtor's assets for a price of $129,500,000, subject to certain adjustments, plus the assumption of certain liabilities.

17. On May 7, 2026, the Court entered an order approving the designation of 1370 Clean Energy LLC as the Stalking Horse Bidder and the Bid Protections [Docket No. 163].

18. In accordance with the Bidding Procedures, and following the designation of the Stalking Horse Bidder, the Debtor, with the assistance of Nomura, continued to solicit higher or otherwise better proposals from third parties through the Qualified Bid Deadline.

19. As set forth in the Bidding Procedures Order, the deadline for bidders to submit a Qualified Bid was May 15, 2026, at 4:00 p.m. (prevailing Central Time). The Debtor did not receive any competing Qualified Bids by this deadline. Accordingly, pursuant to the Bidding Procedures, the Auction scheduled for May 18, 2026, was cancelled, and the Debtor filed its Notice of Cancellation of Auction on May 15, 2026 [Docket No. 184], and the Stalking Horse Bidder was designated as the "Successful Bidder" under the Bidding Procedures.

20. The Stalking Horse Agreement, as executed by the Successful Bidder and the Debtor, constitutes the Successful Bid and was the product of extensive arm's-length negotiations by and between the Debtor and the Successful Bidder.

21. I believe that the Stalking Horse Agreement was negotiated, proposed, and entered into by the Debtor and the Successful Bidder based on arm's-length negotiations, and that the purchase price was not controlled by any agreement among bidders. I am not aware of any facts indicating that the Stalking Horse Agreement was entered into for the purpose of hindering or delaying creditors.

Docusign Envelope ID: C6560E25-12A3-8925-823E-7A28ED5D98A5

22. Moreover, I believe that the Successful Bidder acted in compliance with the Bidding Procedures and that the Successful Bidder is purchasing the Debtor's assets in good faith and for value.

23. I believe the Successful Bid represents the highest and otherwise best offer for the purchase of the Debtor's assets. Given the extensive marketing to date, I do not believe an additional auction or continued marketing would produce any higher bid. In my professional judgement, I believe the purchase price provides greater value for the Debtor's assets than the Debtor would otherwise generate from the liquidation of such assets piecemeal, based on the marketing process and available alternatives.

24. I believe that any delay will put at risk the sale, resulting in substantial diminution in the value of the Debtor's estate to the detriment of all parties in interest.

25. Based on the foregoing, I believe that approval of the Stalking Horse Agreement maximizes the value of the Debtor's estate and is the highest and best offer for the assets contemplated to be sold to the Successful Bidder. Therefore, I believe it is appropriate that the Court approve the Stalking Horse Agreement and sale transaction on the terms set forth therein.

[***SIGNATURE ON FOLLOWING PAGE***]

Docusign Envelope ID: C6560E25-12A3-8925-823E-7A28ED5D98A5

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: May 29, 2026

Komu Kumar
Managing Director
Nomura Securities International, Inc.

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]	

CERTIFICATE OF SERVICE

I, Scott M. Ewing, depose and say that I am employed by Kurtzman Carson Consultants, LLC dba Verita Global ("Verita"), the claims and noticing agent for the Debtor in the above-captioned case.

On February 13, 2026, at my direction and under my supervision, employees of Verita caused to be served the following document via Electronic Mail upon the service lists attached hereto as **Exhibit A** and **Exhibit B**; and via First Class Mail upon the service lists attached hereto as **Exhibit C** and **Exhibit D**:

- **Debtor's Emergency Motion for Entry of (A) Order (I) Scheduling a Hearing on the Approval of the Sale of All or Substantially All of the Debtor's Assets Free and Clear of All Liens, Claims, Encumbrances and Other Interests, and the Assumption and Assignment of Executory Contracts and Unexpired Leases, (II) Approving Certain Bidding Procedures, Assumption and Assignment Procedures, and the Form and Manner of Notice Thereof, (B) Order (I) Approving a Final Asset Purchase Agreement, (II) Authorizing the Sale of All or Substantially All of the Debtor's Assets Free and Clear of All Liens, Claims, Encumbrances and Other Interests, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief** [Docket No. 55]

Dated: February 16, 2026

/s/ Scott M. Ewing
Scott M. Ewing
Verita
222 N Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245
Tel 310.823.9000

[1] The last four digits of the Debtor's federal tax identification number are 3562. For the purpose of this chapter 11 case, the Debtor's address is 1920 McKinney Ave, Suite 950, Dallas, TX, 75201. Additional information regarding the Debtor's case can be found on the website of the Debtor's proposed claims and noticing agent at https://www.veritaglobal.net/shannon.

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Exhibit A

Exhibit A
Core/2002 Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Top 20 Unsecured Creditor	Alliant Insurance Services	Allie Eans	allie.eans@alliant.com
Counsel for GE Renewable Energy, LLC	Baker, Donelson, Bearman, Caldwell & Berkowitz, PC	Susan C. Mathews	smathews@bakerdonelson.com
Top 20 Unsecured Creditor	CAMS Renewables		cams_ar@camstex.com
Attorney for Claimant	Clay County Appraisal District	c/o Perdue, Brandon, Fielder, Collins & Mott, L.L.P	wichitafalls@pbfcm.com
Top 20 Unsecured Creditor	Douglas J. Wolf and Betty S. Wolf	Douglas Wolf	djwolf14@yahoo.com
Lotus Infrastructure Partners	Himanshu Saxena	Himanshu Saxena	hsaxena@lotuspartners.com
Top 20 Unsecured Creditor	Jerome T. Horn, Vergie M. Horn, and Kevin Horn	Jerome Horn	may.hope@yahoo.com; horntanks@yahoo.com
Top 20 Unsecured Creditor	Kaye Schreiber Nichols, Bob Schreiber and Paule A. Schreiber	Kaye Nichols	bobjschreiber6@gmail.com
Top 20 Unsecured Creditor	Lloyd A. Wolf, Sr.	Lloyd Wolf	ka8933@aol.com
Top 20 Unsecured Creditor	Michael L. Garrett and Antoinette I. Garrett Trustees of the Garrett Family Trust	Michael Garrett	garrettm@swbell.net
Top 20 Unsecured Creditor	Prairie Grove Ranch Partnership, LLC	Michael Garrett	garrettm@swbell.net
Top 20 Unsecured Creditor	Robert Alvin Shroeder and Rebecca Lynn Schroeder	Robert Schroeder	BOGEY_41@hotmail.com
Top 20 Unsecured Creditor	Tenaska	Brook Leonard	bleonard@tnsk.com
Top 20 Unsecured Creditor	Terrence Lee Schroeder and Scotta Lea Schroeder		wds@comcell.net
United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas		usatxs.civilnotice@usdoj.gov
Office of the U.S. Trustee for the Southern District of Texas (Houston Division)	US Trustee for the Southern District of Texas	Andrew Jimenez, Christopher Ross Travis	andrew.jimenez@usdoj.gov; C.Ross.Travis@usdoj.gov; USTPRegion07.HU.ECF@USDOJ.GOV;
Counsel for Citibank, N.A. and Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Jennifer Hardy	jhardy2@willkie.com
Counsel for Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Mark T. Stancil	mstancil@willkie.com
Counsel for Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Zain Syedain	zsyedain@willkie.com

Exhibit B

Exhibit B
Litigation Service List
Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
Brent Coon & Assocs.	Attn Brent Coon	helpdesk@bcoonlaw.com
Butler Weihmuller LLP	Attn Robert Hind	hhind@butler.legal
County Attorney	Attn Bridgette Smith-Lawson	Bridgette.Smith-Lawson@fbctx.gov
Cox, PLLC	Attn David John Booth	dbooth@coxpllc.com
Danae Benton		dbenton@cochrantexas.com
Denenberg Tuffley, PLLC	Attn Evan Malinowski	emalinowski@dt-law.com
Fears Nachawati PLLC	Attn Danae Benton	info@cochrantexas.com
Forester Haynie PLLC	Attn Matthew McCarley	mccarley@foresterhaynie.com
Grotefeld Hoffmann	Attn Mark Grotefeld	info@ghlaw-llp.com
Grotefeld Hoffmann, LLP	Attn Mark S. Grotefeld	mgrotefeld@ghlaw-llp.com
Hendler Flores Law	Attn Scott Hendler	shendler@hendlerlaw.com
Hermes Law	Attn Dwayne Hermes	dwayne@hermes-law.com
Matthiesen Wickert	Attn Mark A. Solomon	msolomon@mwl-law.com
Mostyn Law	Attn Gregory Cox	information@mostynlaw.com
Property Tax Group	Attn Bryan Vecera	info@propertytaxgroup.com
Robins Cloud LLP	Attn Bill Robins III	robins@robinscloud.com
Scott Douglass LLP	Attn Aaron Collins	acollins@scottdoug.com
The Buzbee Law Firm	Attn Tony Buzbee	info@txattorneys.com
Thompson Brody & Kaplan, LLP	Attn Robert Elliot Wilens	wilens@tbkllp.com

Exhibit C

Exhibit C
Core/2002 Service List
Served via Overnight Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Top 20 Unsecured Creditor	Alliant Insurance Services	Allie Eans	125 High Street	Suite 2205	Boston	MA	02110
Top 20 Unsecured Creditor	Arthur H. Litteken and Shirley D. Litteken	Shirley Litteken	377 Litteken Drive		Windthorst	TX	76389
Top 20 Unsecured Creditor	CAC Specialty		115 Office Park Drive		Birmingham	AL	35223
Top 20 Unsecured Creditor	CAMS Renewables		910 Louisiana Street	Suite 2400	Houston	TX	77002
Citigroup Energy Inc.	Citigroup Energy Inc.	Franklin Perez	2700 Post Oak Blvd	Ste 400	Houston	TX	77056
Taxing Authority	Clay County Appraisal District		PO Box 108	101 E Omega St	Henrietta	TX	76365
Taxing Authority	Clay County Judge		214 N. Main		Henrietta	TX	76365
Top 20 Unsecured Creditor	CommTech		834 SE 34th Ave		Amarillo	TX	79103
Top 20 Unsecured Creditor	Douglas J. Wolf and Betty S. Wolf	Douglas Wolf	411 Wolf Lane		Windthorst	TX	76389
Top 20 Unsecured Creditor	Edward C. Moer, Jr. and Debra K. Moer	Edward Moer, Jr.	2196 Cobb Rd.		Windthorst	TX	76389
IRS	Internal Revenue Service	Centralized Insolvency Operation	2970 Market St		Philadelphia	PA	19104
Top 20 Unsecured Creditor	Jerome T. Horn, Vergie M. Horn, and Kevin Horn	Jerome Horn	219 Virgie Lane		Windthorst	TX	76389
Top 20 Unsecured Creditor	Kaye Schreiber Nichols, Bob Schreiber and Paule A. Schreiber	Kaye Nichols	15823 FM 172		Scotland	TX	76389
Top 20 Unsecured Creditor	Lloyd A. Wolf, Sr.	Lloyd Wolf	110 Parker Rd.		Wichita Falls	TX	73610
Lotus Infrastructure Partners	Lotus Infrastructure Partners	Himanshu Saxena	5 Greenwich Office Park		Greenwich	CT	06831
Top 20 Unsecured Creditor	McGuire Woods		800 E. Canal Street		Richmond	VA	23219
Top 20 Unsecured Creditor	Michael L. Garrett and Antoinette I. Garrett Trustees of the Garrett Family Trust	Michael Garrett	1999 McKinney Ave.	Suite 408	Dallas	TX	75201
Top 20 Unsecured Creditor	Prairie Grove Ranch Partnership, LLC	Michael Garrett	1999 McKinney Ave.	Suite 408	Dallas	TX	75201
Top 20 Unsecured Creditor	Risk Work		220 Roxbury Ln		Noblesville	IN	46062
Top 20 Unsecured Creditor	Robert Alvin Shroeder and Rebecca Lynn Schroeder	Robert Schroeder	317 Shroeder Lane		Windthorst	TX	76389
Top 20 Unsecured Creditor	Robert E. Steinberger, Sr. and Carolyn Sue Cox Steinberger	Robert Steinberger, Sr.	PO Box 68		Windthorst	TX	76389
Top 20 Unsecured Creditor	Safety Kleen		42 Longwater Dr.		Norwell	MA	02061
Top 20 Unsecured Creditor	Tenaska	Brook Leonard	14302 FNB Parkway		Omaha	NE	68154
Top 20 Unsecured Creditor	Terrence Lee Schroeder and Scotta Lea Schroeder		PO Box 14		Windhorst	TX	76389
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts		PO Box 13528, Capitol Station		Austin	TX	78711-3528
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts	Attn Bankruptcy Section	Lyndon B Johnson State Office Building	111 East 17th St	Austin	TX	78774
Top 20 Unsecured Creditor	True Steel		19380 E 159 Rd		Ada	OK	74820
United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas		1000 Louisiana	Suite 2300	Houston	TX	77002
US Attorney General	US Department of Justice	US Attorney General	950 Pennsylvania Avenue NW		Washington	DC	20530-0001

Exhibit D

Exhibit D
Litigation Service List
Served via Overnight Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Abraham Watkins	Attn Benny Agosto, Jr.	800 Commerce Street		Houston	TX	77002
Brent Coon & Assocs.	Attn Brent Coon	300 Fannin St., Suite 200		Houston	TX	77002
Dick Law Firm	Attn Eric Dick	3701 Brookwoods		Houston	TX	77092
Fears Nachawati PLLC	Attn Danae Benton	5489 Blair Road		Dallas	TX	75231
Grotefeld Hoffmann	Attn Mark Grotefeld	6034 West Courtyard Drive, Suite 270		Austin	TX	78730
Harrison Davis Morrison Jones, PC	Attn Steve Harrison	5 N. Ritchie Road	re: Sharon Adams	Waco	TX	76712
Law Office of Frank J Webb	c/o Francis James (Frank) Webb	2626 Cole Ave Ste 300		Dallas	TX	75204-1094
Mostyn Law	Attn Gregory Cox	3810 W. Alabama St.		Houston	TX	77027
Napoli Shkolnik	Attn Patrick Haines	3001 Esperanza Crossing #1065		Austin	TX	78758
Property Tax Group	Attn Bryan Vecera	3730 Cypress Creek Pkwy., Ste. 224	re: Terry W. English	Houston	TX	77068
Spagnoletti Law Firm	Attn Eric Rhine	401 Louisiana Street, 8th Floor		Houston	TX	77002
Spagnoletti Law Firm	Attn Marcus Spagnoletti	401 Louisiana Street, 8th Floor		Houston	TX	77002
The Buzbee Law Firm	Attn Tony Buzbee	600 Travis Street Suite 7500		Houston	TX	77002
The Law Office of Jeffrey S. Reddall	Attn Jeffrey S. Reddall	18756 Stone Oak Parkway, Suite 200		San Antonio	TX	78258

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]	

CERTIFICATE OF SERVICE

I, Scott M. Ewing, depose and say that I am employed by Kurtzman Carson Consultants, LLC dba Verita Global ("Verita"), the claims and noticing agent for the Debtor in the above-captioned case.

On February 18, 2026, at my direction and under my supervision, employees of Verita caused to be served the following document via Electronic Mail upon the service lists attached hereto as **Exhibit A** and **Exhibit B**; and via First Class Mail upon the service lists attached hereto as **Exhibit C** and **Exhibit D**:

- **Final Order (I) Authorizing Debtor to (A) Continue to Maintain its Cash Management System, and (B) Honor Certain Prepetition Obligations Related Thereto, (II) Waiving Certain Operating Guidelines; (III) Suspending Time to Comply with Section 345(b) of the Bankruptcy Code; and (IV) Granting Related Relief** [Docket No. 63]

- **Final Order (I) Authorizing Debtor to Pay (A) Critical Vendor Claims and (B) Lien Claims and (II) Granting Related Relief** [Docket No. 64]

- **Final Order Granting Debtor's Emergency Motion for Interim and Final Orders (I) Authorizing Debtor to (A) Continue Insurance Policies and (B) Pay All Obligations with Respect Thereto; and (II) Granting Related Relief** [Docket No. 65]

[*Remainder of page intentionally left blank*]

[1] The last four digits of the Debtor's federal tax identification number are 3562. For the purpose of this chapter 11 case, the Debtor's address is 1920 McKinney Ave, Suite 950, Dallas, TX, 75201. Additional information regarding the Debtor's case can be found on the website of the Debtor's proposed claims and noticing agent at https://www.veritaglobal.net/shannon.

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- **Order (I) Scheduling a Hearing on the Approval of the Sale of All or Substantially All of the Debtor's Assets Free and Clear of All Liens, Claims, Encumbrances and Other Interests, and the Assumption and Assignment of Executory Contracts and Unexpired Leases and (II) Approving Certain Bidding Procedures, Assumption and Assignment Procedures, and the Form and Manner of Notice Thereof** [Docket No. 66]

- **Final Order (I) Authorizing the Debtor to Utilize Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; and (III) Granting Related Relief** [Docket No. 67]

Furthermore, on February 18, 2026, at my direction and under my supervision, employees of Verita caused to be served the following documents via Electronic Mail upon the service list attached hereto as **Exhibit E**; and via First Class Mail upon the service list attached hereto as **Exhibit F**:

- **Final Order (I) Authorizing Debtor to (A) Continue to Maintain its Cash Management System, and (B) Honor Certain Prepetition Obligations Related Thereto, (II) Waiving Certain Operating Guidelines; (III) Suspending Time to Comply with Section 345(b) of the Bankruptcy Code; and (IV) Granting Related Relief** [Docket No. 63]

- **Final Order (I) Authorizing the Debtor to Utilize Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; and (III) Granting Related Relief** [Docket No. 67]

Furthermore, on February 18, 2026, at my direction and under my supervision, employees of Verita caused to be served the following document via First Class Mail upon the service list attached hereto as **Exhibit G**:

- **Final Order (I) Authorizing Debtor to Pay (A) Critical Vendor Claims and (B) Lien Claims and (II) Granting Related Relief** [Docket No. 64]

Furthermore, on February 18, 2026, at my direction and under my supervision, employees of Verita caused to be served the following document via Electronic Mail upon the service list attached hereto as **Exhibit H**; and via First Class Mail upon the service list attached hereto as **Exhibit I**:

- **Final Order Granting Debtor's Emergency Motion for Interim and Final Orders (I) Authorizing Debtor to (A) Continue Insurance Policies and (B) Pay All Obligations with Respect Thereto; and (II) Granting Related Relief** [Docket No. 65]

Furthermore, on February 18, 2026, at my direction and under my supervision, employees of Verita caused to be served the following documents via Electronic Mail upon the service list attached hereto as **Exhibit A**; and via First Class Mail upon the service list attached hereto as **Exhibit C**:

- **Motion for Entry of an Order Approving Procedures for the Retention and Compensation of Ordinary Course Professionals** [Docket No. 70]

- **Debtor's Motion for Entry of an Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals** [Docket No. 71]

Dated: February 20, 2026

/s/ Scott M. Ewing

Scott M. Ewing
Verita
222 N Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245
Tel 310.823.9000

Exhibit A

Exhibit A
Core/2002 Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Top 20 Unsecured Creditor	Alliant Insurance Services	Allie Eans	allie.eans@alliant.com
Counsel for GE Renewable Energy, LLC	Baker, Donelson, Bearman, Caldwell & Berkowitz, PC	Susan C. Mathews	smathews@bakerdonelson.com
Top 20 Unsecured Creditor	CAMS Renewables		cams_ar@camstex.com
Attorney for Claimant	Clay County Appraisal District	c/o Perdue, Brandon, Fielder, Collins & Mott, L.L.P	wichitafalls@pbfcm.com
Top 20 Unsecured Creditor	Douglas J. Wolf and Betty S. Wolf	Douglas Wolf	djwolf14@yahoo.com
Lotus Infrastructure Partners	Himanshu Saxena	Himanshu Saxena	hsaxena@lotuspartners.com
Top 20 Unsecured Creditor	Jerome T. Horn, Vergie M. Horn, and Kevin Horn	Jerome Horn	may.hope@yahoo.com; horntanks@yahoo.com
Top 20 Unsecured Creditor	Kaye Schreiber Nichols, Bob Schreiber and Paule A. Schreiber	Kaye Nichols	bobjschreiber6@gmail.com
Top 20 Unsecured Creditor	Lloyd A. Wolf, Sr.	Lloyd Wolf	ka8933@aol.com
Top 20 Unsecured Creditor	Michael L. Garrett and Antoinette I. Garrett Trustees of the Garrett Family Trust	Michael Garrett	garrettm@swbell.net
Top 20 Unsecured Creditor	Robert Alvin Shroeder and Rebecca Lynn Schroeder	Robert Schroeder	BOGEY_41@hotmail.com
Top 20 Unsecured Creditor	Tenaska	Brook Leonard	bleonard@tnsk.com
Top 20 Unsecured Creditor	Terrence Lee Schroeder and Scotta Lea Schroeder		wds@comcell.net
United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas		usatxs.civilnotice@usdoj.gov
Office of the U.S. Trustee for the Southern District of Texas (Houston Division)	US Trustee for the Southern District of Texas	Andrew Jimenez, Christopher Ross Travis	andrew.jimenez@usdoj.gov; C.Ross.Travis@usdoj.gov; USTPRegion07.HU.ECF@USDOJ.GOV
Counsel for Citibank, N.A. and Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Jennifer Hardy	jhardy2@willkie.com
Counsel for Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Mark T. Stancil	mstancil@willkie.com
Counsel for Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Zain Syedain	zsyedain@willkie.com

Exhibit B

Exhibit B
Litigation Service List
Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
Brent Coon & Assocs.	Attn Brent Coon	helpdesk@bcoonlaw.com
Butler Weihmuller LLP	Attn Robert Hind	hhind@butler.legal
County Attorney	Attn Bridgette Smith-Lawson	Bridgette.Smith-Lawson@fbctx.gov
Cox, PLLC	Attn David John Booth	dbooth@coxpllc.com
Danae Benton		dbenton@cochrantexas.com
Denenberg Tuffley, PLLC	Attn Evan Malinowski	emalinowski@dt-law.com
Fears Nachawati PLLC	Attn Danae Benton	info@cochrantexas.com
Forester Haynie PLLC	Attn Matthew McCarley	mccarley@foresterhaynie.com
Grotefeld Hoffmann	Attn Mark Grotefeld	info@ghlaw-llp.com
Grotefeld Hoffmann, LLP	Attn Mark S. Grotefeld	mgrotefeld@ghlaw-llp.com
Hendler Flores Law	Attn Scott Hendler	shendler@hendlerlaw.com
Hermes Law	Attn Dwayne Hermes	dwayne@hermes-law.com
Matthiesen Wickert	Attn Mark A. Solomon	msolomon@mwl-law.com
Mostyn Law	Attn Gregory Cox	information@mostynlaw.com
Property Tax Group	Attn Bryan Vecera	info@propertytaxgroup.com
Robins Cloud LLP	Attn Bill Robins III	robins@robinscloud.com
Scott Douglass LLP	Attn Aaron Collins	acollins@scottdoug.com
The Buzbee Law Firm	Attn Tony Buzbee	info@txattorneys.com
Thompson Brody & Kaplan, LLP	Attn Robert Elliot Wilens	wilens@tbkllp.com

Exhibit C

Exhibit C
Core/2002 Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Top 20 Unsecured Creditor	Alliant Insurance Services	Allie Eans	125 High Street	Suite 2205	Boston	MA	02110
Top 20 Unsecured Creditor	Arthur H. Litteken and Shirley D. Litteken	Shirley Litteken	377 Litteken Drive		Windthorst	TX	76389
Counsel for GE Renewable Energy, LLC	Baker, Donelson, Bearman, Caldwell & Berkowitz, PC	Susan C. Mathews	1301 McKinney Street, Suite 3700		Houston	TX	77010
Top 20 Unsecured Creditor	CAC Specialty		115 Office Park Drive		Birmingham	AL	35223
Top 20 Unsecured Creditor	CAMS Renewables		910 Louisiana Street	Suite 2400	Houston	TX	77002
Taxing Authority	Clay County Appraisal District		PO Box 108	101 E Omega St	Henrietta	TX	76365
Attorney for Claimant	Clay County Appraisal District	c/o Perdue, Brandon, Fielder, Collins & Mott, L.L.P	P.O. Box 8188		Wichita Falls	TX	76307
Taxing Authority	Clay County Judge		214 N. Main		Henrietta	TX	76365
Top 20 Unsecured Creditor	CommTech		834 SE 34th Ave		Amarillo	TX	79103
Top 20 Unsecured Creditor	Douglas J. Wolf and Betty S. Wolf	Douglas Wolf	411 Wolf Lane		Windthorst	TX	76389
Top 20 Unsecured Creditor	Edward C. Moer, Jr. and Debra K. Moer	Edward Moer, Jr.	2196 Cobb Rd.		Windthorst	TX	76389
IRS	Internal Revenue Service	Centralized Insolvency Operation	PO Box 7346		Philadelphia	PA	19101-7346
Top 20 Unsecured Creditor	Jerome T. Horn, Vergie M. Horn, and Kevin Horn	Jerome Horn	219 Virgie Lane		Windthorst	TX	76389
Top 20 Unsecured Creditor	Kaye Schreiber Nichols, Bob Schreiber and Paule A. Schreiber	Kaye Nichols	15823 FM 172		Scotland	TX	76389
Top 20 Unsecured Creditor	Lloyd A. Wolf, Sr.	Lloyd Wolf	110 Parker Rd.		Wichita Falls	TX	73610
Top 20 Unsecured Creditor	McGuire Woods		800 E. Canal Street		Richmond	VA	23219
Top 20 Unsecured Creditor	Michael L. Garrett and Antoinette I. Garrett Trustees of the Garrett Family Trust	Michael Garrett	1999 McKinney Ave.	Suite 408	Dallas	TX	75201
Top 20 Unsecured Creditor	Prairie Grove Ranch Partnership, LLC	Michael Garrett	1999 McKinney Ave.	Suite 408	Dallas	TX	75201
Top 20 Unsecured Creditor	Risk Work		220 Roxbury Ln		Noblesville	IN	46062
Top 20 Unsecured Creditor	Robert Alvin Shroeder and Rebecca Lynn Schroeder	Robert Schroeder	317 Shroeder Lane		Windthorst	TX	76389
Top 20 Unsecured Creditor	Robert E. Steinberger, Sr. and Carolyn Sue Cox Steinberger	Robert Steinberger, Sr.	PO Box 68		Windthorst	TX	76389
Top 20 Unsecured Creditor	Safety Kleen		42 Longwater Dr.		Norwell	MA	02061
Top 20 Unsecured Creditor	Tenaska	Brook Leonard	14302 FNB Parkway		Omaha	NE	68154
Top 20 Unsecured Creditor	Terrence Lee Schroeder and Scotta Lea Schroeder		PO Box 14		Windhorst	TX	76389
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts		PO Box 13528, Capitol Station		Austin	TX	78711-3528
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts	Attn Bankruptcy Section	Lyndon B Johnson State Office Building	111 East 17th St	Austin	TX	78774
Top 20 Unsecured Creditor	True Steel		19380 E 159 Rd		Ada	OK	74820
United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas		1000 Louisiana	Suite 2300	Houston	TX	77002

Exhibit C
Core/2002 Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
US Attorney General	US Department of Justice	US Attorney General	950 Pennsylvania Avenue NW		Washington	DC	20530-0001
Office of the U.S. Trustee for the Southern District of Texas (Houston Division)	US Trustee for the Southern District of Texas	Andrew Jimenez, Christopher Ross Travis	515 Rusk Street	Suite 3516	Houston	TX	77002
Counsel for Citibank, N.A. and Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Jennifer Hardy	600 Travis Street	Suite 2100	Houston	TX	77002
Counsel for Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Mark T. Stancil	1875 K Street, N.W.		Washington	DC	20006-1238
Counsel for Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Zain Syedain	787 Seventh Avenue		New York	NY	10019

Exhibit D

Exhibit D
Litigation Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Plaintiffs Against Shannon Wind, LLC	c/o Abraham Watkins	Attn Benny Agosto, Jr.	800 Commerce Street	Houston	TX	77002
Plaintiffs Against Shannon Wind, LLC	c/o Brent Coon & Assocs.	Attn Brent Coon	300 Fannin St., Suite 200	Houston	TX	77002
Plaintiffs Against Shannon Wind, LLC	c/o Dick Law Firm	Attn Eric Dick	3701 Brookwoods	Houston	TX	77092
Plaintiffs Against Shannon Wind, LLC	c/o Fears Nachawati PLLC	Attn Danae Benton	5489 Blair Road	Dallas	TX	75231
Plaintiffs Against Shannon Wind, LLC	c/o Mostyn Law	Attn Gregory Cox	3810 W. Alabama St.	Houston	TX	77027
Plaintiffs Against Shannon Wind, LLC	c/o Napoli Shkolnik	Attn Patrick Haines	3001 Esperanza Crossing #1065	Austin	TX	78758
Plaintiffs Against Shannon Wind, LLC	c/o Spagnoletti Law Firm	Attn Eric Rhine	401 Louisiana Street, 8th Floor	Houston	TX	77002
Plaintiffs Against Shannon Wind, LLC	c/o Spagnoletti Law Firm	Attn Marcus Spagnoletti	401 Louisiana Street, 8th Floor	Houston	TX	77002
Plaintiffs Against Shannon Wind, LLC	c/o The Buzbee Law Firm	Attn Tony Buzbee	600 Travis Street Suite 7500	Houston	TX	77002
Plaintiffs Against Shannon Wind, LLC	c/o The Law Office of Jeffrey S. Reddall	Attn Jeffrey S. Reddall	18756 Stone Oak Parkway, Suite 200	San Antonio	TX	78258
Plaintiffs Against Shannon Wind, LLC	Law Office of Frank J Webb	c/o Francis James (Frank) Webb	2626 Cole Ave Ste 300	Dallas	TX	75204-1094
Sharon Adams	c/o Harrison Davis Morrison Jones, PC	Attn Steve Harrison	5 N. Ritchie Road	Waco	TX	76712
Terry W. English	c/o Property Tax Group	Attn Bryan Vecera	3730 Cypress Creek Pkwy., Ste. 224	Houston	TX	77068

Exhibit E

Exhibit E
Banks Service List
Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
Citi Bank	Ashish Sood	ashish.sood@citi.com
Wilmington Trust	Steve Barone	SBarone@WilmingtonTrust.com

Exhibit F

Exhibit F
Banks Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Citi Bank	Ashish Sood	480 Washington Blvd.	16th Floor	Jersey City	NJ	07310
Wilmington Trust	Steve Barone	PO Box 8955		Wilmington	DE	19899-8955

Exhibit G

Exhibit G
Critical Vendors Service List
Served via First Class Mail

CreditorName	Address1	Address2	City	State	Zip
Consolidated Asset Management Services	1 River Road		Schenectady	NY	12345
GE Vernova International, Inc.	910 Louisiana Street	Suite 2400	Houston	TX	77002

Exhibit H

Exhibit H
Insurance Service List
Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
Homeland Insurance Company of New York	Samantha Disabella, SVP Underwriting	sdisabella@cyberresilience.com
United Specialty Underwriters	c/o PPS Specialty Underwriters, Inc.	mjahnke@pps-su.com

Exhibit I

Exhibit I
Insurance Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
AFCO Credit Corporation		150 N. Field Drive	Suite 190	Lake Forest	IL	60045
AIG		1271 6th Ave		New York	NY	10020
CAC Speciality		115 Office Park Drive		Birmingham	AL	35223
Federal Insurance Company (Chubb)	Victoria OKeefe, Northeast Regional Manager	5400 Lyndon B Johnson Freeway	Suite 700	Dallas	TX	75240
First Insurance		450 Skokie Blvd	Ste 1000	Northbrook	IL	60062
Homeland Insurance Company of New York	Samantha Disabella, SVP Underwriting	275 Madison Ave. Ste. 902		New York	NY	10016
Moore-McNeil		PO Box 843164		Dallas	TX	75284
United Specialty Underwriters	c/o PPS Specialty Underwriters, Inc.	Attn Monika Jahnke, President/CUO	26895 Aliso Creek Rd. #B-70	Aliso Viejo	CA	92656

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]	

CERTIFICATE OF SERVICE

I, Scott M. Ewing, depose and say that I am employed by Kurtzman Carson Consultants, LLC dba Verita Global ("Verita"), the claims and noticing agent for the Debtor in the above-captioned case.

On February 20, 2026, at my direction and under my supervision, employees of Verita caused to be served the following documents via Electronic Mail upon the service list attached hereto as **Exhibit A**; and via First Class Mail upon the service list attached hereto as **Exhibit B**:

- **Notice of Bidding Procedures Order and Proposed Sale** [substantially in the form attached as Exhibit 2 to Docket No. 66]
- **Application of Shannon Wind, LLC Pursuant to 11 U.S.C. § 327(a), Fed. R. Bankr. P. 2014(a) and 2016, and Local Rules 2014-1 and 2016-1 for Authority to Retain and Employ Bradley Arant Boult Cummings LLP as Attorneys for Shannon Wind, LLC Effective as of the Petition Date** [Docket No. 76]

[*Remainder of page intentionally left blank*]

[1] The last four digits of the Debtor's federal tax identification number are 3562. For the purpose of this chapter 11 case, the Debtor's address is 1920 McKinney Ave, Suite 950, Dallas, TX, 75201. Additional information regarding the Debtor's case can be found on the website of the Debtor's proposed claims and noticing agent at https://www.veritaglobal.net/shannon.

2690124260227000000000005

On February 20, 2026, at my direction and under my supervision, employees of Verita caused to be served the following document via Electronic Mail upon the service list attached hereto as **Exhibit C**; and via First Class Mail upon the service list attached hereto as **Exhibit D**:

- **Notice of Bidding Procedures Order and Proposed Sale** [substantially in the form attached as Exhibit 2 to Docket No. 66]

Dated: February 27, 2026

/s/ Scott M. Ewing
Scott M. Ewing
Verita
222 N Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245
Tel 310.823.9000

Exhibit A

Exhibit A
Core/2002 Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Top 20 Unsecured Creditor	Alliant Insurance Services	Allie Eans	allie.eans@alliant.com
Counsel for GE Renewable Energy, LLC	Baker, Donelson, Bearman, Caldwell & Berkowitz, PC	Susan C. Mathews	smathews@bakerdonelson.com
Top 20 Unsecured Creditor	CAMS Renewables		cams_ar@camstex.com
Attorney for Claimant	Clay County Appraisal District	c/o Perdue, Brandon, Fielder, Collins & Mott, L.L.P	wichitafalls@pbfcm.com
Top 20 Unsecured Creditor	Douglas J. Wolf and Betty S. Wolf	Douglas Wolf	djwolf14@yahoo.com
Top 20 Unsecured Creditor	Jerome T. Horn, Vergie M. Horn, and Kevin Horn	Jerome Horn	may.hope@yahoo.com; horntanks@yahoo.com
Top 20 Unsecured Creditor	Kaye Schreiber Nichols, Bob Schreiber and Paule A. Schreiber	Kaye Nichols	bobjschreiber6@gmail.com
Top 20 Unsecured Creditor	Lloyd A. Wolf, Sr.	Lloyd Wolf	ka8933@aol.com
Lotus Infrastructure Partners	Lotus Infrastructure Partners	Himanshu Saxena	hsaxena@lotuspartners.com
Top 20 Unsecured Creditor	Michael L. Garrett and Antoinette I. Garrett Trustees of the Garrett Family Trust	Michael Garrett	garrettm@swbell.net
Top 20 Unsecured Creditor	Robert Alvin Shroeder and Rebecca Lynn Schroeder	Robert Schroeder	BOGEY_41@hotmail.com
Top 20 Unsecured Creditor	Tenaska	Brook Leonard	bleonard@tnsk.com
Top 20 Unsecured Creditor	Terrence Lee Schroeder and Scotta Lea Schroeder		wds@comcell.net
United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas		usatxs.civilnotice@usdoj.gov
Office of the U.S. Trustee for the Southern District of Texas (Houston Division)	US Trustee for the Southern District of Texas	Andrew Jimenez, Christopher Ross Travis	andrew.jimenez@usdoj.gov; C.Ross.Travis@usdoj.gov; USTPRegion07.HU.ECF@USDOJ.GOV
Counsel for Citibank, N.A. and Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Jennifer Hardy	jhardy2@willkie.com
Counsel for Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Mark T. Stancil	mstancil@willkie.com
Counsel for Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Zain Syedain	zsyedain@willkie.com

Exhibit B

Exhibit B
Core/2002 Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Top 20 Unsecured Creditor	Alliant Insurance Services	Allie Eans	125 High Street	Suite 2205	Boston	MA	02110
Top 20 Unsecured Creditor	Arthur H. Litteken and Shirley D. Litteken	Shirley Litteken	377 Litteken Drive		Windthorst	TX	76389
Counsel for GE Renewable Energy, LLC	Baker, Donelson, Bearman, Caldwell & Berkowitz, PC	Susan C. Mathews	1301 McKinney Street, Suite 3700		Houston	TX	77010
Top 20 Unsecured Creditor	CAC Specialty		115 Office Park Drive		Birmingham	AL	35223
Top 20 Unsecured Creditor	CAMS Renewables		910 Louisiana Street	Suite 2400	Houston	TX	77002
Attorney for Claimant	Clay County Appraisal District	c/o Perdue, Brandon, Fielder, Collins & Mott, L.L.P	P.O. Box 8188		Wichita Falls	TX	76307
Taxing Authority	Clay County Appraisal District		PO Box 108	101 E Omega St	Henrietta	TX	76365
Taxing Authority	Clay County Judge		214 N. Main		Henrietta	TX	76365
Top 20 Unsecured Creditor	CommTech		834 SE 34th Ave		Amarillo	TX	79103
Top 20 Unsecured Creditor	Douglas J. Wolf and Betty S. Wolf	Douglas Wolf	411 Wolf Lane		Windthorst	TX	76389
Top 20 Unsecured Creditor	Edward C. Moer, Jr. and Debra K. Moer	Edward Moer, Jr.	2196 Cobb Rd.		Windthorst	TX	76389
IRS	Internal Revenue Service	Centralized Insolvency Operation	PO Box 7346		Philadelphia	PA	19101-7346
Top 20 Unsecured Creditor	Jerome T. Horn, Vergie M. Horn, and Kevin Horn	Jerome Horn	219 Virgie Lane		Windthorst	TX	76389
Top 20 Unsecured Creditor	Kaye Schreiber Nichols, Bob Schreiber and Paule A. Schreiber	Kaye Nichols	15823 FM 172		Scotland	TX	76389
Top 20 Unsecured Creditor	Lloyd A. Wolf, Sr.	Lloyd Wolf	110 Parker Rd.		Wichita Falls	TX	76310
Top 20 Unsecured Creditor	McGuire Woods		800 E. Canal Street		Richmond	VA	23219
Top 20 Unsecured Creditor	Michael L. Garrett and Antoinette I. Garrett Trustees of the Garrett Family Trust	Michael Garrett	1999 McKinney Ave.	Suite 408	Dallas	TX	75201
Top 20 Unsecured Creditor	Prairie Grove Ranch Partnership, LLC	Michael Garrett	1999 McKinney Ave.	Suite 408	Dallas	TX	75201
Top 20 Unsecured Creditor	Risk Work		220 Roxbury Ln		Noblesville	IN	46062
Top 20 Unsecured Creditor	Robert Alvin Shroeder and Rebecca Lynn Schroeder	Robert Schroeder	317 Shroeder Lane		Windthorst	TX	76389
Top 20 Unsecured Creditor	Robert E. Steinberger, Sr. and Carolyn Sue Cox Steinberger	Robert Steinberger, Sr.	PO Box 68		Windthorst	TX	76389
Top 20 Unsecured Creditor	Safety Kleen		42 Longwater Dr.		Norwell	MA	02061
Top 20 Unsecured Creditor	Tenaska	Brook Leonard	14302 FNB Parkway		Omaha	NE	68154
Top 20 Unsecured Creditor	Terrence Lee Schroeder and Scotta Lea Schroeder		PO Box 14		Windhorst	TX	76389
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts	Attn Bankruptcy Section	Lyndon B Johnson State Office Building	111 East 17th St	Austin	TX	78774
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts		PO Box 13528, Capitol Station		Austin	TX	78711-3528
Top 20 Unsecured Creditor	True Steel		19380 E 159 Rd		Ada	OK	74820
United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas		1000 Louisiana	Suite 2300	Houston	TX	77002
US Attorney General	US Department of Justice	US Attorney General	950 Pennsylvania Avenue NW		Washington	DC	20530-0001

Exhibit B
Core/2002 Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Office of the U.S. Trustee for the Southern District of Texas (Houston Division)	US Trustee for the Southern District of Texas	Andrew Jimenez, Christopher Ross Travis	515 Rusk Street	Suite 3516	Houston	TX	77002
Counsel for Citibank, N.A. and Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Jennifer Hardy	600 Travis Street	Suite 2100	Houston	TX	77002
Counsel for Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Mark T. Stancil	1875 K Street, N.W.		Washington	DC	20006-1238
Counsel for Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Zain Syedain	787 Seventh Avenue		New York	NY	10019

Exhibit C

Exhibit C
Creditor Matrix
Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
Accordion	Patrick OMalley	pomalley@accordion.com
Bradley Arant Boult Cummings	Jarrod Martin	jbmartin@bradley.com
CAMS Bluewire		cams_ar@camstex.com
CAMS eSPARC		cams_ar@camstex.com
Citi Bank	Ashish Sood	ashish.sood@citi.com
Clay County Appraisal District	Mollie Lerew	mlerew@pbfcm.com
Cletus J. Schroeder and Darla J. Schroeder	Cletus Schroeder	DJS_111651@YAHOO.COM
ESE Partners LLC	Kathryn OGorman	kathryn@esepartners.com
Fort Bend County, Texas	c/o County Attorney	Bridgette.Smith-Lawson@fbctx.gov
General Electric	Gaurav Bazaz	gaurav.bazaz@gevernova.com
Homeland Insurance Company of New York	Samantha Disabella, SVP Underwriting	sdisabella@cyberresilience.com
ICF Incorporated, LLC.	Pat Milligan	pat.milligan@icf.com
J-A-C Electric Cooperative Inc.	Donna Bullinger	dbullinger@jacelectric.com
KPMG	Gaither Weeks	gweeks@kpmg.com
Leidos	Phil Stiles	philip.d.stiles@leidos.com
Michael Dale Jackson and Judy Kay Jackson	Michael Jackson	MJJACKSON16@HOTMAIL.COM
Nomura	Komu Kumar	komu.kumar@nomuragreentech.com
Plaintiffs Against Shannon Wind, LLC	Attn Danae Benton	dbenton@cochrantexas.com
Plaintiffs Against Shannon Wind, LLC	Attn Dwayne Hermes	dwayne@hermes-law.com
Plaintiffs Against Shannon Wind, LLC	c/o Brent Coon & Assocs.	helpdesk@bcoonlaw.com
Plaintiffs Against Shannon Wind, LLC	c/o Butler Weihmuller LLP	hhind@butler.legal
Plaintiffs Against Shannon Wind, LLC	c/o Cox, PLLC	dbooth@coxpllc.com
Plaintiffs Against Shannon Wind, LLC	c/o Denenberg Tuffley, PLLC	emalinowski@dt-law.com
Plaintiffs Against Shannon Wind, LLC	c/o Fears Nachawati PLLC	info@cochrantexas.com
Plaintiffs Against Shannon Wind, LLC	c/o Forester Haynie PLLC	mccarley@foresterhaynie.com
Plaintiffs Against Shannon Wind, LLC	c/o Grotefeld Hoffmann	info@ghlaw-llp.com
Plaintiffs Against Shannon Wind, LLC	c/o Grotefeld Hoffmann, LLP	mgrotefeld@ghlaw-llp.com
Plaintiffs Against Shannon Wind, LLC	c/o Hendler Flores Law	shendler@hendlerlaw.com
Plaintiffs Against Shannon Wind, LLC	c/o Matthiesen Wickert	msolomon@mwl-law.com
Plaintiffs Against Shannon Wind, LLC	c/o Mostyn Law	information@mostynlaw.com
Plaintiffs Against Shannon Wind, LLC	c/o Robins Cloud LLP	robins@robinscloud.com
Plaintiffs Against Shannon Wind, LLC	c/o Scott Douglass LLP	acollins@scottdoug.com
Plaintiffs Against Shannon Wind, LLC	c/o The Buzbee Law Firm	info@txattorneys.com
Plaintiffs Against Shannon Wind, LLC	c/o Thompson Brody & Kaplan, LLP	wilens@tbkllp.com
Redbud New Energy, LLC	John Jones	Johndjones@redbudnewenergy.com
Safety-Kleen Systems, Inc.	Brandon Lowy	lowy.brandon@cleanharbors.com
Terry W. English	c/o Property Tax Group	info@propertytaxgroup.com
United Specialty Underwriters	c/o PPS Specialty Underwriters, Inc.	mjahnke@pps-su.com
Wilmington Trust	Steve Barone	SBarone@wilmingtontrust.com

Exhibit D

Exhibit D
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
Accordion	Patrick OMalley	1 Vanderbilt Ave	Suite 2401		New York	NY	10017
AFCO Credit Corporation		150 N. Field Drive	Suite 190		Lake Forest	IL	60045
AIG		1271 6th Ave			New York	NY	10020
Alamo Transformer		P.O. Box 39908			San Antonio	TX	78218
Benita Barron		PO Box 81			Windthorst	TX	76389
Berkshire Hathaway		3555 Farnam Street			Omaha	NE	68131
Blanton & Associates Inc.		P.O. Box 206543			Dallas	TX	75320
Bos Workshop		677 Lcr 432			Mexia	TX	76667
Bradley Arant Boult Cummings	Jarrod Martin	Chase Tower 600 Travis Street	Suite 5600		Houston	TX	77002
CAMS Bluewire		910 Louisana St.	Ste. 2400		Houston	TX	77002
CAMS eSPARC		910 Louisana St.	Ste. 2400		Houston	TX	77002
Capitol Airspace Group		6350 Walker Lane	Suite 450		Alexandria	VA	22310
Citi Bank	Ashish Sood	480 Washington Blvd.	16th Floor		Jersey City	NJ	07310
Clay County Appraisal District	Mollie Lerew	PO Box 8188			Wichita Falls	TX	76307
Cletus J. Schroeder and Darla J. Schroeder	Cletus Schroeder	2824 FM 2581			Windthorst	TX	76389
Comcell Community		PO Box 130			Windthorst	TX	76389-0130
Consolidated Asset Management Services		1 River Road			Schenectady	NY	12345
Cummings Westlake		16410 N. Eldridge Pkwy			Tomball	TX	77377-9074
David Lynn Jackson and Cheryl Dawne Jackson	David Jackson	3722 US HWY 287 S			Henrietta	TX	76365
DNV		P O Box 74007244			Chicago	IL	60674-7244
Dorsey and Whitney LLP		51 W 52nd St			New York	NY	10019
DTN		18205 Capitol Ave	Ste. 100		Omaha	NE	68022
Electric Power Engineers, LLC		5301 Southwest Pkwy	Suite 150		Austin	TX	78735
Electric Power Systems		PO Box 958012			St. Louis	MO	63195-8012
Energy Information Administration		U.S. Energy Information Administration	1000 Independence Ave. SW		Washington	DC	20585
ERCOT		8000 Metropolis Drive	Building E, Suite 100		Austin	TX	78744
ESE Partners LLC	Kathryn OGorman	2002 West Grandpkwy North	Suite 140		Katy	TX	77449
Federal Aviation Agency		800 Independence Avenue	SW		Washington	DC	20591
Federal Insurance Company (Chubb)	Victoria OKeefe, Northeast Regional Manager	5400 Lyndon B Johnson Freeway	Suite 700		Dallas	TX	75240
First Insurance		450 Skokie Blvd	Ste 1000		Northbrook	IL	60062
Fort Bend County, Texas	c/o County Attorney	Attn Bridgette Smith-Lawson	301 Jackson St		Richmond	TX	77469
GE Vernova International, Inc.		910 Louisiana Street	Suite 2400		Houston	TX	77002
General Electric	Gaurav Bazaz	1 RIVER ROAD			Schenectady	NY	12345
Homeland Insurance Company of New York	Samantha Disabella, SVP Underwriting	275 Madison Ave. Ste. 902			New York	NY	10016
Husch Blackwell		P.O. Box 790379			Saint Louis	MO	63179
ICF Incorporated, LLC.	Pat Milligan	1902 Reston Metro Plaza			Reston	VA	20190
iDeals		815 N Royal Street	Suite 202		Alexandria	VA	22314
J-A-C Electric Cooperative Inc.	Donna Bullinger	1784 FM 172			Henrietta	TX	76365-7108
Jimmy M. Horn	Jimmy Horn	219 Virgie Ln.			Windthorst	TX	76389

Exhibit D
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
Joey R. Horn and Jessica Juan Wang	Joey Horn	219 Virgie Ln.			Windthorst	TX	76389
KPMG	Gaither Weeks	620 South Tryon Street	suite 1000		Charlotte	NC	28202
Leidos	Phil Stiles	1750 Presidents St			Reston	VA	20190
Lonestar Wastewater		PO Box 431			Holliday	TX	76366
Michael Dale Jackson and Judy Kay Jackson	Michael Jackson	19556 FM 1148			Graham	TX	76450
MidAmerican Wind Tax Equity Holdings, LLC		666 Grand Avenue	Suite 500		Des Moines	IA	50309
Midway ISD		12142 State Hwy 148			South Henrietta	TX	76365-7210
Moore-McNeil		PO Box 843164			Dallas	TX	75284
Nomura	Komu Kumar	309 W 49th St			New York	NY	10019
OSHA		U.S. Department of Labor - OSHA	200 Constitution Avenue	NW Room Number N362	Washington	DC	20210
Plaintiffs Against Shannon Wind, LLC	c/o Abraham Watkins	Attn Benny Agosto, Jr.	800 Commerce Street		Houston	TX	77002
Plaintiffs Against Shannon Wind, LLC	c/o Brent Coon & Assocs.	Attn Brent Coon	300 Fannin St., Suite 200		Houston	TX	77002
Plaintiffs Against Shannon Wind, LLC	c/o Dick Law Firm	Attn Eric Dick	3701 Brookwoods		Houston	TX	77092
Plaintiffs Against Shannon Wind, LLC	c/o Fears Nachawati PLLC	Attn Danae Benton	5489 Blair Road		Dallas	TX	75231
Plaintiffs Against Shannon Wind, LLC	c/o Grotefeld Hoffmann	Attn Mark Grotefeld	6034 West Courtyard Drive, Suite 270		Austin	TX	78730
Plaintiffs Against Shannon Wind, LLC	c/o Mostyn Law	Attn Gregory Cox	3810 W. Alabama St.		Houston	TX	77027
Plaintiffs Against Shannon Wind, LLC	c/o Napoli Shkolnik	Attn Patrick Haines	3001 Esperanza Crossing #1065		Austin	TX	78758
Plaintiffs Against Shannon Wind, LLC	c/o Spagnoletti Law Firm	Attn Eric Rhine	401 Louisiana Street, 8th Floor		Houston	TX	77002
Plaintiffs Against Shannon Wind, LLC	c/o Spagnoletti Law Firm	Attn Marcus Spagnoletti	401 Louisiana Street, 8th Floor		Houston	TX	77002
Plaintiffs Against Shannon Wind, LLC	c/o The Buzbee Law Firm	Attn Tony Buzbee	600 Travis Street Suite 7500		Houston	TX	77002
Plaintiffs Against Shannon Wind, LLC	c/o The Law Office of Jeffrey S. Reddall	Attn Jeffrey S. Reddall	18756 Stone Oak Parkway, Suite 200		San Antonio	TX	78258
Plaintiffs Against Shannon Wind, LLC	Law Office of Frank J Webb	c/o Francis James (Frank) Webb	2626 Cole Ave Ste 300		Dallas	TX	75204-1094
Priority Power		2201 East Lamar Boulevard	Suite 275		Arlington	TX	76006
PWC		4040 W. Boy Scout Blvd			Tampa	FL	33607
Quinn Emmanuel		865 S. Figueroa Street	10th Floor		Los Angeles	CA	90017
Redbud New Energy, LLC	John Jones	110 San Antonio Street	Apt 2607		Austin	TX	78701
Renewable Performance Engineering LLC		11535 Hazeldale Ct			Boise	ID	83713
Renewstar		5 Greenwich Office Park			Greenwich	CT	06831
Safety-Kleen Systems, Inc.	Brandon Lowy	42 Longwater Drive			Norwell	MA	02061
Shannon Greenwich Holdings, LLC		591 West Putnam Ave			Greenwich	CT	06830
Shannon Group Holdings, LLC		591 West Putnam Ave			Greenwich	CT	06830
Shannon Partnership Holdings, LLC		591 West Putnam Ave			Greenwich	CT	06830
Shannon Wind Holdings, LLC		5 Greenwich Office Park, 2nd Floor			Greenwich	CT	06831
Sharon Adams	c/o Harrison Davis Morrison Jones, PC	Attn Steve Harrison	5 N. Ritchie Road		Waco	TX	76712
Simon Wind		8 Ebony Glade			Laguna Niguel	CA	92677-1017

Exhibit D
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
Teddy W. Conrady and Adanna J. Conrady	Teddy Conrady	1159 C BAR RD			Windthorst	TX	76389
Terry W. English	c/o Property Tax Group	Attn Bryan Vecera	3730 Cypress Creek Pkwy., Ste. 224		Houston	TX	77068
Texas Commission on Environmental Quality		P.O. Box 13087	TCEQ		Austin	TX	78711-3087
Texas Excavation Safety System		PO Box 678058			Dallas	TX	75267
Texas Public Utility Commission		Will B. Travis Building	1701 N Congress Ave	Suite 7-110	Austin	TX	78701
Texas Railroad Commission		P.O. Box 12967			Austin	TX	78711-2967
Texas Reliability Entity / NERC		1401 H Street NW	Suite 410		Washington	DC	20005
Texas State Comptroller		P.O. Box 149359			Austin	TX	78714-9359
United Specialty Underwriters	c/o PPS Specialty Underwriters, Inc.	Attn Monika Jahnke, President/CUO	26895 Aliso Creek Rd. #B-70		Aliso Viejo	CA	92656
Wanzek Construction		4850 32nd Ave S			Fargo	ND	58104
Waste Connection		PO Box 819, DISTRICT NO. 5187			Iowa Park	TX	76367-0819
WaterPro Inc.		PO Box 3277			Lubbock	TX	79452
Whitaker Services		P.O. Box 713			Archer City	TX	76351
Wichita Fallas Area Community Foundation		2405 Kell Blvd.	STE 100		Wichita Falls	TX	76308
Wilmington Trust	Steve Barone	PO Box 8955			Wilmington	DE	19899-8955
Winston & Strawn LLP		35 West Wacker Drive			Chicago	IL	60601-9703
Wolfs Legendairy		P.O. Box			Windthorst	TX	76389

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]	

AFFIDAVIT OF PUBLICATION OF THE NOTICE OF BANKRUPTCY SALE OF THE ASSETS OF SHANNON WIND, LLC

This Affidavit of Publication includes the sworn statements verifying that the *Notice of Bankruptcy Sale of the Assets of Shannon Wind, LLC* was published and incorporated by reference herein as follows:

1. In the *Houston Chronicle* on February 27, 2026, attached hereto as **Exhibit A**.
2. In *The New York Times* on February 27, 2026, attached hereto as **Exhibit B**.
3. In the *Wichita Falls Times Record News* on February 27, 2026, attached hereto as **Exhibit C**.

[1] The last four digits of the Debtor's federal tax identification number are 3562. For the purpose of this chapter 11 case, the Debtor's address is 1920 McKinney Ave, Suite 950, Dallas, TX, 75201. Additional information regarding the Debtor's case can be found on the website of the Debtor's proposed claims and noticing agent at https://www.veritaglobal.net/shannon.

26901242603050000000000001

Exhibit A

Houston Chronicle
AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:
COUNTY OF HARRIS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, a Newspaper Representative for Hearst Newspapers, LLC – dba: Houston Chronicle, a newspaper published in Harris County, Texas and generally circulated in the Counties of: Harris, Trinity, Walker, Grimes, Polk, San Jacinto, Washington, Montgomery, Liberty, Austin, Waller, Chambers, Colorado, Brazoria, Fort Bend, Galveston, Wharton, Jackson, and Matagorda and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to wit:

Customer ID	Campaign ID	Publication	Pub Date
21028685	11104735	Houston Chronicle	2/27/2026

Victoria Bond
Newspaper Representative (signature)

Victoria Bond
Newspaper Representative (printed)

Sworn and subscribed to before me, this 2nd day of March A.D. 2026.

Notary Public in and for the State of Texas

TAMIKA PERRY
Notary Public, State of Texas
Comm. Expires 05-05-2027
Notary ID 134344618

NOTICE OF BANKRUPTCY SALE OF THE ASSETS OF SHANNON WIND, LLC

On January 25, 2026, Shannon Wind, LLC (EIN ending 3562) (the "**Debtor**"), filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (the "**Court**"), Case No. 26-90124 (ARP).

The Debtor has filed a motion [ECF No. 55] (the "**Motion**") in the bankruptcy case to approve the sale of substantially all assets of the Debtor (the "**Assets**") free and clear of all liens, claims, encumbrances, and other interests under 11 U.S.C. § 363(f) and free and clear of any successor liability or similar claims or remedies of any kind.

Copies of the Motion and related Bidding Procedures Order and Bidding Procedures are available for download at https://veritaglobal.net/shannon.

The Court will hold a hearing to approve the proposed sale on **June 3, 2026 at 9:00 a.m. (prevailing Central time)** unless adjourned by the Debtor.

OBJECTIONS TO THE PROPOSED SALE AND TRANSFER ON THE TERMS SET FORTH IN THE MOTION, IF ANY, (I) MUST BE IN WRITING, (II) CONFORM TO THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, BANKRUPTCY RULES, AND LOCAL RULES, (III) STATE WITH PARTICULARITY THE LEGAL AND FACTUAL BASIS FOR THE OBJECTION, AND (IV) BE FILED WITH THE COURT NO LATER THAN 4:00 P.M. (PREVAILING CENTRAL TIME) ON MAY 4, 2026.

IF A SALE OBJECTION IS NOT FILED AND SERVED ON OR BEFORE THE SALE OBJECTION DEADLINE, THE OBJECTING PARTY SHALL BE BARRED FROM OBJECTING TO THE SALE AND SHALL NOT BE HEARD AT THE SALE HEARING, AND THE BANKRUPTCY COURT MAY ENTER THE SALE ORDER WITHOUT FURTHER NOTICE TO SUCH PARTY.

ANY PARTY WHO FAILS TO TIMELY FILE AND SERVE AN OBJECTION TO THE MOTION BEFORE THE SALE OBJECTION DEADLINE SHALL BE DEEMED TO HAVE CONSENTED TO THE SALE AND TRANSFER OF THE ASSETS AND FOREVER BARRED FROM ASSERTING ANY OBJECTION TO SUCH SALE, INCLUDING WITH RESPECT TO THE SALE OF THE ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS THAT SUCH PARTY MAY HAVE AGAINST THE DEBTOR OR THE ASSETS.

Any interested bidder should contact the Debtor's investment banker: Nomura Greentech at: ngtprojectbreeze@nomuragreentech.com.

LEGAL NOTICES

HoustonChronicle.com/Place-Legals legals@chron.com 713.362.6868

Notice to Creditors

NOTICE TO CREDITORS AD

$99.00

Contact our team:
legals@chron.com
OR
Visit our 24/7 website to place, anytime:
HoustonChronicle.com/Place-Legals

**Includes first 36 lines and 1 Affidavit of Publication. $2.00 each additional line.*

Legals/Public Notices

NOTICE OF SALE

ARCOLA MUNICIPAL MANAGEMENT DISTRICT NO. 1
(A Political Subdivision of the State of Texas
Located within Fort Bend County, Texas)

$6,300,000
Unlimited Tax and Tax Increment Contract Revenue Bonds, Series 2026

Bids to be Submitted: 1:00 P.M., Central Time
Bids to be Opened: 6:00 P.M., Central Time
Wednesday, March 11, 2026

Place and Time of Sale: The Board of Directors of Arcola Municipal Management District No. 1, Texas (the "District"), will receive and publicly read bids for the purchase of the $6,300,000 Unlimited Tax and Tax Increment Contract Revenue Bonds, Series 2026 (the "Bonds") at the designated meeting place outside the boundaries of the District, at the offices of The Muller Law Group, PLLC, 202 Century Square Boulevard, Sugar Land, Texas 77478 at 6:00 P.M., Central Time, Wednesday, March 11, 2026.

Address of Bids: Bids for the Bonds may be delivered to the District electronically, by telephone or delivered directly to the District in a sealed envelope, addressed to the "President and Board of Directors of Arcola Municipal Management District No. 1," and delivered to the District's Financial Advisor, Robert W. Baird & Co. Incorporated, 4801 Woodway Drive, Suite 118-E, Houston, Texas 77056, or via email at TXSpecialDistrictBidForms@rwbaird.com, prior to 1:00 P.M., Central Time, on the date of the bid opening. Any bid received after 1:00 P.M. Central Time, Wednesday, March 11, 2026, will not be accepted and will be returned unopened. All bids must be accompanied by a Bank Cashier's Check in the amount of $126,000 payable to the order of the District as a good faith deposit.

Information: The Bonds are more completely described in the "Official Notice of Sale" and the "Preliminary Official Statement" which may be obtained from Robert W. Baird & Co. Incorporated, 4801 Woodway Drive, Suite 118-E, Houston, Texas 77056; Financial Advisor to the District. The District reserves the right to reject any and all bids and to waive any and all irregularities except time of filing. This notice does not constitute an offer to sell the Bonds but is merely notice of sale of the Bonds as required by law. The offer to sell the Bonds will be made only by means of the "Official Notice of Sale," "Preliminary Official Statement," and the "Official Bid Form."

Board of Directors
Arcola Municipal Management District No. 1

LEGAL NOTICE
IPLHOU0127587

The Houston Planning Commission has received an application to allow the replatting of Braeswood Extension, being all of Lots 22, 23, and the East Ten Feet (E. 10') of Lot 21, Block 15 as recorded in Volume 1163, Page 728 of the Harris County Deed Records for the purpose of CREATING 2 LOTS.
The new subdivision name is PALAIS AT BELLEFONTAINE.
This is the written notice of a public hearing the City will send to all owners of property within 300' of the boundary of the plat.
The Houston Planning Commission will hold a public meeting and public hearing on this replat. The Commission is the nonlegislative body authorized to review and render decisions on subdivision applications and requests. The meeting at which this item will first be considered is listed below. A sign with this information has also been posted on the project site.

PLANNING COMMISSION MEETING INFORMATION:
Thursday, March 19, 2026, beginning at 2:30 p.m.
City Hall Annex Building, 900 Bagby Street
City Council Chamber, Public Level, Houston, Texas

Members of the public may make comments or express concerns about the proposed project by attending the meeting at City Council Chamber listed above or send email to: speakercomments.pc@houstontx.gov or call the Planning Department at: 832-393-6624
At least 24 hours in advance of the meeting. Contact the applicant at platting@dvjgrp.com or the City of Houston Planning Department at 832-393-6600 for any additional information.
IPLHOU0127429

Notice of Proposed Bank Merger

Notice is hereby given that Prosperity Bank, El Campo, Texas, has made application to the Federal Deposit Insurance Corporation (the "FDIC"), pursuant to which Prosperity Bank will merge with Stellar Bank, Houston, Texas ("Stellar Bank"), with Prosperity Bank surviving the merger. At this time, it is contemplated that all current Prosperity Bank and Stellar Bank branch facilities will continue to operate immediately after the merger. Prosperity Bank will consummate any later branch closures or consolidations in accordance with applicable laws and regulations.

This notice is published pursuant to Section 18(c) of the Federal Deposit Insurance Act. Any person wishing to comment on this application is encouraged to submit comments through the FDIC's website at https://cra.fdic.gov/. Alternatively, comments may be filed in writing with the Regional Director of the Federal Deposit Insurance Corporation at its Regional Office at 600 North Pearl Street, Suite 700, Dallas, TX 75201. Comments must be submitted by Sunday, March 29, 2026. Photocopies of information in the nonconfidential portion of the application file will be made available upon request.
IPLHOU0127185

The Houston Planning and Development Department has received a subdivision plat application to allow partial replatting of the LOT 20 BLOCK 5 BLUE BONNET ESTATES, recorded under Vol.998, Pg.713, of the Harris County Map Records REASON FOR REPLAT: TO CREATE THREE (3) SINGLE-FAMILY RESIDENTIAL LOTS The new subdivision name is Estates on Brinkley. This is the written notice of a public hearing the City sends to all owners of property within 300' of the boundary of the plat. **PLANNING COMMISSION MEETING INFORMATION:** Thursday, March 19th, 2026, beginning at 2:30 p.m. City Hall Annex Building, 900 Bagby Street, City Council Chamber, Public Level, Houston, Texas. Members of the public may make comments or express concerns about the proposed project by attending the meeting at City Council Chamber listed above or send email to: speakercomments.pc@houstontx.gov or call the Planning Department at: 832-393-6624 at least 24 hours in advance of the meeting. Contact the applicant at Carlos G. Espinoza, with CGEA|Planning+Design at (713)-965-7385 -or- The Houston Planning & Development Department at (832) 393-6600. or the City of Houston Planning Department at (832)393 6600 for any additional information.
IPLHOU0127852

Application to Merge

Notification is hereby given that Prosperity Bank (the "Bank"), 1301 N. Mechanic Street, El Campo, Texas 77437, intends to file an application with the Banking Commissioner of Texas on or about February 26, 2026, to merge Stellar Bank ("Stellar Bank"), 8727 W. Sam Houston Parkway N., Houston, Texas 77040, a Texas-chartered member bank, with and into the Bank. At this time, it is contemplated that all current Bank and Stellar Bank branch facilities will continue to operate immediately after the merger. The Bank will consummate any later branch closures or consolidations in accordance with applicable laws and regulations.

Any person wishing to comment on this application either for or against, may file written comments with the Texas Department of Banking, 2601 North Lamar Boulevard, Austin, Texas 78705-4294, on or before the 14th day after the date of this publication. Such comments will be made a part of the record before and considered by the Banking Commissioner. Any person wishing to formally protest and oppose the proposed merger of Stellar Bank with and into the Bank, and participate in the application process may do so by filing a written notice of protest with the Texas Department of Banking, 2601 North Lamar Boulevard, Austin, Texas 78705-4294 on or before the 14th calendar day after the date of this publication, accompanied by a protest filing fee of $2,500. The protest fee may be reduced or waived by the Banking Commissioner upon a showing of substantial hardship.
IPLHOU0127624

LEGAL NOTICE
In accordance with Chapter 34 of the City of Houston Code of Ordinances, the Houston Police Department gives notice that within the next 30 days it expects to petition a municipal court to dispose of property that is currently held in the below listed cases. If you believe that you may have a claim to any property held in one of these cases, or if your name is listed next to one of these cases, you are urged to contact the division concerned as listed below. The persons or businesses identified in this notice may have a potential claim, but are in no way guaranteed to be awarded any of the property being held. Those persons or businesses listed are not necessarily criminal defendants, suspects or the targets of any investigation.

Cases being submitted by the **PROPERTY AND FINANCIAL CRIMES DIVISION**:
634665-24 $4,900.00
1279109-24 $4,000.00
589175-21 $3,600.00
654270-21 $3,260.00
1569211-24 Blue ASUS Laptop
1569211-24 White tablet
1569211-24 Amazon tablet
1569211-24 TCL black cell phone
1569211-24 Dark blue apple iphone
Any questions regarding the information contained in this notice for the above listed case numbers should be directed to the **PROPERTY AND FINANCIAL CRIMES DIVISION** at **713.308.0900.**
IPLHOU0127133

Legals/Public Notices

NOTICE OF NAME CHANGE OF HARRIS COUNTY MUNICIPAL UTILITY DISTTICT NO. 436 TO HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 478A

Notice is hereby given that Harris County Municipal Utility District No. 436 obtained approval from the Texas Commission on Environmental Quality to change its name to Harris County Municipal Utility District No. 478A. This change takes effect immediately. This change does not affect any outstanding bonds, obligations, or other indebtedness of the District. Any questions concerning the change should be directed to the District's engineer, Mark Swanson at LJA Engineering, Inc., 3600 W Sam Houston Parkway S Suite 600, Houston, Texas 77042, (713) 953-5205, or the District's attorney, Angie Lutz, at Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Ste. 2600, Houston, Texas 77027, (713) 860-6400.

/s/ Jaclyn Smith
President, Board of Directors
IPLHOU0127592

NOTICE OF COMPETITIVE BIDS

Harris County is requesting offers for the projects listed below. Offer requirements, including item description(s), submission due dates and times, type of pricing, payment method, and any bonding requirements, may be obtained online at https://purchasing.harriscountytx.gov, or in the Purchasing Agent's office. Return offers to Harris County Purchasing Agent, 1111 Fannin, 12th Floor, Houston, Texas 77002, no later than 2:00 p.m. local time in Houston, Texas on specified due dates.

Bid/Proposals Due March 2, 2026
Job 25/0195 Enterprise Identity and Access Management System
Job 25/0223 Residential Services
Job 25/0248 Job Order Contracting for Small and Large Plumbing and/or Plumbing Related Projects for Harris Health
Job 25/0254 Depository Bank Services
Job 25/0309 LED Luminaires, LED Light Assemblies and Related Items
Job 25/0361 Laboratory Testing of Water and Related Items, Precinct 3
Job 25/0367 Sign Materials and Related Items
Job 25/0382 Construction Engineering and Inspection (CEI) Services
Job 25/0389 Turf Establishment, Vegetation Promotion, Mowing and Related Items
Job 25/0417 Comprehensive Fire Alarm Monitoring, Maintenance, and Life Safety Systems Management
Job 26/0005 Annex 14 Elevator Modernization
Job 26/0014 Supplemental Professional Architectural and/or Engineering Design Services and Implementation of Various Parks, Trails, and Recreational Projects
Job 26/0015 Supplemental Professional Architectural and/or Engineering Services to Provide Design Services for the Development and Implementation of Various Drainage Projects
Job 26/0016 Supplemental Professional Architectural and/or Engineering Services to Provide Design Services for the Development and Implementation of Various Roadway & Mobility Infrastructure Projects
Job 26/0017 Supplemental Professional Environmental Services for Various Projects
Job 26/0018 Supplemental Professional Land Surveying Services for Various Projects
Job 26/0022 Supplemental Professional Architectural and/or Engineering Services to Provide Design Services for the Various Facility Projects
Job 26/0024 Elevator Modernization for the Inmate Processing Center
Job 26/0032 On-Call Construction Materials Engineering & Testing Services
Job 26/0035 Construction of Sidewalks, Trails, and Related Items, Precinct 2
Job 26/0041 Construction of Sitework and Foundation Work Related to the Fire Training Tower (Burn Building)
Job 26/0046 Construction and Reconstruction of Sidewalks along South Mason Road, Precinct 4
Job 26/0049 Construction of Hike and Bike Trails Along South Belt Basin Trail (2023), Precinct 2

Bid/Proposals Due March 9, 2026
Job 25/0111 Contingent Workforce Services
Job 25/0250 Maintenance and Associated Services for Fiber Optic Cable Communications Systems and Related Items
Job 25/0297 Aerial Spraying for Mosquito Control
Job 25/0307 Uninterruptible Power Supply (UPS), Maintenance, Support Services and Related Items
Job 25/0323 Locative Technology Solutions for Autism and Dementia
Job 25/0349 Less Lethal Launchers, Munitions and Accessories
Job 25/0383 Construction Materials Testing (CMT) and Geotechnical Engineering Services
Job 26/0028 Educational Advocacy, Technical Support and Legal Assistance Program
Job 26/0036 Hardware, Software, and Support Services for the Toll Collection Back Office Solution
Job 26/0038 Pre-Qualified Firm Registry Related to Professional Engineering & Architectural Services Related to Building Facilities
Job 26/0047 Channel Rehabilitation at IH-45 and Senger Stormwater Detention Basin
Job 26/0056 Improvements to Boyce Dorian Park, Precinct 1

Bid/Proposals Due March 16, 2026
Job 25/0261 Biomedical Equipment and Related Items
Job 25/0402 Professional Women's Health Services for the Access2Health Channelview Wellness Pod Complex, Precinct 2
Job 26/0019 Supplemental Professional Geotechnical Engineering Services for Various Projects
Job 26/0020 Landfill Services to Accept Type IV, Non-Putrescible, Non-Compacted Solid Waste and Recycling Materials
Job 26/0031 On-Call Professional Engineering Services for Maintenance Purposes
Job 26/0042 Construction of Restrooms, Concession Stands and Interior Renovations at Katy Park Sports Complex, Precinct 4
Job 26/0048 Delinquent Toll Account Recovery and Management Services
Job 26/0051 Channel Rehabilitation at Kuykendahl and Cypress Hill Stormwater Detention Basin
Job 26/0054 Channel Erosion Repairs for Rolling Fork
Job 26/0060 Construction of the Jackson Bayou Stormwater Detention Basin

Bid/Proposals Due March 23, 2026
Job 25/0360 Move Consulting and Move Services Support
Job 26/0045 Site Improvements for the Michael Talbot Service Center **(Mandatory Pre-Bid Conference on Tuesday, March 10, 2026; Mandatory Site Visit on Thursday, March 12, 2026)**
Job 26/0062 Repair of Bulkhead along G103-24-00 from G103-24-02 to 1,100 Linear Feet Downstream
Job 26/0063 1010 Lamar (Annex 48) Stairwell Pressurization, Heating, Ventilation, and Air Conditioning (HVAC) Repair & Plumbing Renovations **(Mandatory Pre-Proposal Conference and Site Visit on Tuesday, March 3, 2026)**

Bid/Proposals Due March 30, 2026
Job 25/0423 Phase 2 Indoor Enhancements at John Paul Landing Environmental Education Center, Precinct 4
Job 26/0055 Sunset Heights Urgent Care Construction and Buildout **(Mandatory Pre-Proposal Conference & Site Visit on Monday, March 9, 2026)**
Job 26/0067 Renovation of the Distribution Center at the Michael Talbot Service Center **(Mandatory Pre-Bid Conference on Tuesday, March 17, 2026)**
Job 26/0071 Dinner Creek Stormwater Detention Basin - Phase 1 **(Mandatory Pre-Proposal Conference and Site Visit on Tuesday, March 10, 2026)**

Bid/Proposals Due April 6, 2026
Job 26/0069 Mass Notification System
Job 26/0070 Class D Pharmacy Inventory Management Program (CDP-IMP)

/s/ Juanita Patterson for
Kimberly J. Williams, JD
Purchasing Agent

IPLHOU0127934

TABC Notices

LEGAL NOTICE Notice is hereby given in accordance with the terms of the provisions of the Texas Alcoholic Beverage Code THAT: Methan Investments, Inc. d/b/a SAS Liquor #15 HAS FILED APPLICATION FOR A: Package Store Permit SAID BUSINESS TO BE CONDUCTED AT: 2 Hall Dr N Ste C, Montgomery, Montgomery County, TX 77316 OWNER: Allaudin Maknojia, President/Secretary
IPLHOU0127650

Legal Bids & Proposals

LEGAL NOTICE
Harris County Department of Education (HCDE) will be accepting Request for Proposals (RFP) for the following: **RFP#26/018TD Early Head Start Child Care Partnerships. All proposals are due, Tuesday, 4/7/2026 @ 2:00pm (CST)**.Interested proposers may go to https://hcdeebid.ionwave.net/Login.aspx and register to download the solicitation. It is HCDE policy not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping condition in its programs.
IPLHOU0127831

REQUEST FOR PROPOSAL #303-7-20807 HOUSTON

The Texas Facilities Commission seeks a lease of approx. 13,177 SF of office space in Houston, TX for the Health and Human Services Commission (HHSC). Proposal deadline is March 31, 2026. For details contact Samantha De Leon at samantha.deleon@tfc.texas.gov or go to https://www.txsmartbuy.gov/esbd/303-7-20807
IPLHOU0126394

Channelview I.S.D. will accept Sealed Proposals for the following:

Planning Partner for Long Range Planning

Bids will be received until *4:00 p.m., Wednesday, March 4, 2026*, through the Electronic Bidding Website at https://cvisd.ionwave.net. All necessary information may be obtained by calling the Business Office at (281) 452-8003, or the district website www.cvisd.org, under Departments Business Office Purchasing. The Board of Trustees reserves the right to reject any or all bids
IPLHOU0126762

Beta Academy is accepting Requests for Proposals (RFP) for a Construction Manager-at-Risk to demolish and reconstruct an outdoor pavilion of 12,500 sq ft. The selection shall be made in a one-step process per TX Gov't Code Chapter 2269, Sub. F. RFP's must be delivered to 10618 Hartsook St. Houston, TX 77034 by 1:30 PM CST on March 17, 2026. View the bid package at www.betaacademy.org/procurement
IPLHOU0127495

KIPP Texas, Inc. is seeking Proposals (RFP 2526-003) for Food Service Management Services for schools located in Houston, San Antonio and Dallas. Proposals will be received until 11:00 AM CST on April 9, 2026 and may be submitted electronically utilizing the KIPP Texas Procurement Portal. Mandatory pre-proposal meetings are scheduled as follows: Houston: March 12, 2026, at 9:00 AM CST at 10711 KIPP Way, Houston, TX 77099 San Antonio: March 13, 2026, at 9:00 AM CST at 8915 Callaghan Road, San Antonio, TX 78230 Dallas: March 16, 2026, at 9:00 AM CST at 3837 Simpson Stuart Road, Dallas, TX 75216 All bid documents will be available at www.KIPPTexas.org/current-bids; bid documents may also be obtained by contacting Maricela Arredondo at maricela.arredondo@kipptexas.org or phone: 210-238-6727. Late proposals will not be evaluated. Proposals will be opened via videoconference at https://meet.google.com/cwg-naer-atz on April 9, 2026 at 11:10 a.m. CST. Proposals will be evaluated using the weighted criteria stated in the RFP. The criteria listed in the RFP are cost (highest point value), years of experience, references, guarantee offer, a financial business plan, a personnel management/staffing consideration plan, promotion of the Child Nutrition program/student engagement plan, and a taste testing presentation. Contract(s) will be awarded to the responsible proposer(s) whose response(s) is/are determined, after evaluation by KIPP, to be the best value to KIPP. KIPP estimates that contract award will be June 18, 2026. The method of payment for contract(s) awarded pursuant to this RFP shall be USDA/TDA child nutrition funds. KIPP reserves the right to reject any or all proposals or waive any or all irregularities
IPLHOU0122072

Legal Bids & Proposals

NOTICE TO BIDDERS

Sealed proposals, in duplicate, directed to Northwest Harris County Municipal Utility District No. 9 will be received at the office Koehn & Associates Engineers, Inc., located at 2500 Central Parkway, Suite Z, Houston, Texas, 77092, until 10:00 a.m. on Tuesday, March 24, 2026, and then publicly opened and read for the furnishing of all necessary materials, machinery, equipment, superintendence, and labor for the construction of:

NORTHWEST HARRIS COUNTY MUD NO. 9
LIFT STATION NOS. 2 AND 4 GENERATOR ADDITION

A bid bond, certified check or a cashier's check in the amount of five percent (5%) of the total bid amount, must be submitted with the bid.

A 100% Performance Bond and a 100% labor and materials Payment Bond will be required of the low bidder.

The Owner reserves the right to reject any and all bids and to waive any informalities. Plans, specifications and bid proposals may be secured from the office of Koehn & Associates Engineers, Inc., Job No. 82631-1, upon the non-refundable deposit of $100.00. A pre-bid conference will be held at the Engineer's office, at 10:00 a.m. on Tuesday, March 17, 2026.
IPLHOU0126756

Aldine ISD Construction Dept. is accepting Requests for Qualifications (RFQ) for Construction Manager-At-Risk (CMAR) Services for Dedicated Police Department Project until March 12, 2026 at 2 PM which statements of qualifications will be opened and reviewed via its eBid System at www.aldineisd.org under "Community", "Vendor Bids" then "Supplier Registration" https://ebidsaldine.ionwave.net/Login.aspx .

A pre-qualifications meeting will occur on Tuesday, March 3, 2026, at 9 AM via google meet. Followed by a site visit at 4 PM at Aldine ISD Special Education Building located at 15010 Aldine Westfield Road, Houston, TX 77032.
Google Meet joining info
Video call link: https://meet.google.com/mzk-dadp-von
Or dial: 0166-232-(US) +1 669 PIN: 781 077 392#
More phone numbers: https://tel.meet/mzk-dadp-von?pin=2829847427453

District will publicly open and read aloud the names of the proposers via google meet
Google Meet joining info
Video call link: https://meet.google.com/gws-fdhh-yqa
Or dial: 7336-276-(US) +1 413 PIN: 414 919 808#
More phone numbers: https://tel.meet/gws-fdhh-yqa?pin=5520088647911
IPLHOU0126774

Aldine ISD is extending the deadline to accept sealed proposals on its eBid system for Operator Services for Water Production Plants and Sewage Treatments until 03/30/2026 at 4 pm. Vendors must register and submit a proposal in the eBid system at https://ebidsaldine.ionwave.net/Login.aspx.
IPLHOU0127950

Legals/Public Notices

NOTICE OF BANKRUPTCY SALE OF THE ASSETS OF SHANNON WIND, LLC

On January 25, 2026, Shannon Wind, LLC (EIN ending 3562) (the "**Debtor**"), filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (the "**Court**"), Case No. 26-90124 (ARP).

The Debtor has filed a motion [ECF No. 55] (the "**Motion**") in the bankruptcy case to approve the sale of substantially all assets of the Debtor (the "**Assets**") free and clear of all liens, claims, encumbrances, and other interests under 11 U.S.C. § 363(f) and free and clear of any successor liability or similar claims or remedies of any kind.

Copies of the Motion and related Bidding Procedures Order and Bidding Procedures are available for download at https://veritaglobal.net/shannon.

The Court will hold a hearing to approve the proposed sale on **June 3, 2026 at 9:00 a.m. (prevailing Central time)** unless adjourned by the Debtor.

OBJECTIONS TO THE PROPOSED SALE AND TRANSFER ON THE TERMS SET FORTH IN THE MOTION, IF ANY, (I) MUST BE IN WRITING, (II) CONFORM TO THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, BANKRUPTCY RULES, AND LOCAL RULES, (III) STATE WITH PARTICULARITY THE LEGAL AND FACTUAL BASIS FOR THE OBJECTION, AND (IV) BE FILED WITH THE COURT NO LATER THAN 4:00 P.M. (PREVAILING CENTRAL TIME) ON MAY 4, 2026.

IF A SALE OBJECTION IS NOT FILED AND SERVED ON OR BEFORE THE SALE OBJECTION DEADLINE, THE OBJECTING PARTY SHALL BE BARRED FROM OBJECTING TO THE SALE AND SHALL NOT BE HEARD AT THE SALE HEARING, AND THE BANKRUPTCY COURT MAY ENTER THE SALE ORDER WITHOUT FURTHER NOTICE TO SUCH PARTY.

ANY PARTY WHO FAILS TO TIMELY FILE AND SERVE AN OBJECTION TO THE MOTION BEFORE THE SALE OBJECTION DEADLINE SHALL BE DEEMED TO HAVE CONSENTED TO THE SALE AND TRANSFER OF THE ASSETS AND FOREVER BARRED FROM ASSERTING ANY OBJECTION TO SUCH SALE, INCLUDING WITH RESPECT TO THE SALE OF THE ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS THAT SUCH PARTY MAY HAVE AGAINST THE DEBTOR OR THE ASSETS.

Any interested bidder should contact the Debtor's investment banker: Nomura Greentech at: ngtprojectbreeze@nomuragreentech.com.

Citation by Publication

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
IN RE: HARD'S MARINE SERVICE, LTD., AS OWNER AND OPERATOR OF THE M/V CAPT D PRAY FOR EXONERATION FROM AND/OR LIMITATION OF LIABILITY

CIVIL ACTION NO. 4:26-cv-553
IN ADMIRALTY

NOTICE OF COMPLAINT FOR EXONERATIONFROM AND/OR LIMITATION OF LIABILITY

NOTICE IS HEREBY GIVEN that Hard's Marine Service, Ltd., as owner of the M/V CAPT D, has filed a Complaint pursuant to Title 46 of the United States Code, § 30505, et seq., claiming the right to exoneration from and/or limitation of liability with respect to all claims allegedly resulting from an incident which occurred on or around October 8, 2024, all as is more fully set forth in the Complaint. All persons asserting claims with respect to which the Complainant seek limitation are admonished to file their respective claims with the Clerk of this Court and to serve a copy on the attorneys for the Complainant, Staines, Eppling & Kenney, LLC, Michael W. Maldonado, 3500 North Causeway Boulevard, Suite 820, Metairie, Louisiana 70002, a copy thereof, on or before the 3 0 t h day of M a r c h , 2026, or be defaulted. Personal attendance is not required.
Any claimant desiring to contest either the right to exoneration from, or the right to limitation of liability, shall file and serve an answer and claims to the Complaint, unless his or her Case 4:26-cv-00553 Document 7 Filed 01/27/26 in TXSD Page 1 of 2
claim has included an answer, all as is required by Rule F of the Supplemental Rules of the Federal Rules of Civil Procedure governing certain Admiralty and Maritime claims. Houston, Texas, this 27th day of January, 2026

/s/ Disa McKinnie-Richardson
DEPUTY CLERK OF COURT,
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
Houston Division
515 Rusk Street
Houston, TX 77002
IPLHOU0125324

NOTICE TO DEFENDANT: United States District Court for the District of Arizona, Civil Case No. 2:25-cv-04123-CDB; Trevor Segrist, Individually, Plaintiff v. Lippmann Motors, LLC d/b/a Dream Auto Group, a foreign limited liability company; Normed, LLC, a foreign limited liability company, et al.; SUMMONS IN A CIVIL ACTION TO: Normed, LLC, a foreign limited liability company. A lawsuit has been filed against you. Within 21 days after service of this summons on you (not counting the day you received it) - or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed.R.Civ.P. 12(a)(2) or (3) - you must serve on the plaintiff an answer to the attached complaint and first amended complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney at the address shown below. If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court. ISSUED AND SEALED THIS date: Nov 05, 2025, Debra D. Lucas, Clerk. Person Filing: Thomas M. Richardson, AZ Bar No. 018582, Friedl Richardson, 13633 N. Cave Creek Rd., Phoenix, AZ 85022; 602-553-2220; tmrlit@friedlrichardson.com
IPLHOU0126661

Citation by Publication

CAUSE NUMBER: 202522343

Plaintiff: OREYOMI, HENRY OLUWAFEMI

vs.

Defendant: VEILANI INVESTMENTS INC TRADING NAME TX AUTO GROUP

IN THE 133RD JUDICIAL DISTRICT COURT OF HARRIS COUNTY, TEXAS

CITATION BY PUBLICATION

THE STATE OF TEXAS
County of Harris

NOTICE TO DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of forty-two days after the date of issuance of this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org."

To: VEILANI INVESTMENTS INC TRADING NAME TX AUTO GROUP BY SERVING ITS REGISTERED AGENT FARHAD ARIA VEILANI 8634 ANTELOPE DR HOUSTON TX 77063 OR WHEREVER HE OR SHE MAY BE FOUND

YOU ARE HEREBY COMMANDED to appear before the 133RD Judicial District Court of Harris County, Texas in the Courthouse in the city of Houston, Texas at or before 10:00 o'clock A.M. Monday, FEBRUARY 9, 2026 being the Monday next after the expiration date of forty-two days after thus citation is issued, and you are hereby commanded and required then and there to appear and file written answer to the PLAINTIFF'S ORIGINAL PETITION, filed in said Court on Aoril 1, 2025, in a suit numbered 202522343 docket of said court, wherein OREYOMI, HENRY OLUWAFEMI Plaintiff(s) and VEILANI INVESTMENTS INC TRADING NAME TX AUTO GROUP, Defendant(s), the nature of plaintiff's demand and the said petition alleging:

HENRY OLUWAFEMI OREYOMI ("MR. OREYOMI") HAS SUED VEILANI INVESTMENTS INC. TRADING NAME TX AUTO GROUP (VEILANI") FOR BREACH OF CONTRACT, UNJUST ENRICHMENT/QUANTUM MERUIT, AND VIOLATIONS OF THE DECEPTIVE TRADE PRACTICES ACT.

VEILANI SOLD A VEHICLE TO MR. OREYOMI IN JANUARY 2024. MR. OREYOMI MADE A DEPOSIT OF $5,700.00 FOR THE DOWN PAYMENT. AT THE TIME, VEILANI HAD A VEHICLE RETURN POLICY. FOURTEEN DAYS AFTER TAKING POSSESSION OF THE VEHICLE, AND WITHIN THE ALLOTTED RETURN PERIOD, MR. OREYOMI RETURNED THE VEHICLE.

MR. OREYOMI HAS FILED A LAWSUIT AGAINST VEILANI TO RECOVER HIS DOWN PAYMENT LESS A REASONABLE AMOUNT FOR HAVING POSSESSION OF THE VEHICLE FOR 14 DAYS, ALONG WITH COURT COST, AND ANY OTHER RELIEF THE COURT FINDS THAT HE IS JUSTLY AND LEGALLY ENTITILE TO.

Notice hereof shall be given by publishing this Citation once a week for four consecutive weeks previous to the day of February 9, 2026 in some newspaper published in the County of Harris, if there be a newspaper published therein, but if not, then the nearest county where a newspaper is published , and this Citation shall be returned on February 3, 2026, which is forty two days after the date it is Issued, and the first publication shall be at least twenty-eight days before said return day.

HEREIN FAIL NOT, but have before said court on said return day this Writ with your return thereon, showing how you have executed same.

WITNESS: MARILYN BURGESS, District Clerk, Harris County Texas

GIVEN UNDER MY HAND AND THE SEAL OF SAID COURT, at Houston, Texas on December 23, 2025.

(SEAL)

Newspaper: HOUSTON CHRONICLE

Issued at the request of:
OREYOMI, ADIAH ABISOLA
1400 BROADFIELD BLVD., STE 200
HOUSTON, TX 77083
833-767-5867

Bar Number: 24098207

/s/ Marilyn Burgess
Marilyn Burgess, District Clerk of
Harris County, Texas
201 Caroline, Houston, Texas 77002
P.O. Box 4651, Houston, Texas 77210

Generated By: BERNITTA BARRETT
IPLHOU0122163

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Exhibit B

The New York Times Company

620 8th Avenue
New York, NY 10018
nytimes.com

PROOF OF PUBLICATION

March 3, 2026

I, Larnyce Tabron, in my capacity as a Principal Clerk of the Publisher of The New York Times, a daily newspaper of general circulation printed and published in the City, County, and State of New York, hereby certify that the advertisement annexed hereto was published in the editions of The New York Times on the following date or dates, to wit on.

2/27/2026, NY/NATL, pg B3

Larnyce Tabron

ROWENA SORIANO
NOTARY PUBLIC
REG. # 00351915
MY COMMISSION EXPIRES
06302029
COMMONWEALTH OF VIRGINIA

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ENERGY | MEDIA

Trump Seeks Pledge On Electricity Costs From Tech Companies

By BRAD PLUMER

WASHINGTON — In a nod to voter frustration over rising electricity prices, President Trump on Tuesday said he was negotiating pledges from major tech companies to pay a greater share of the energy costs associated with new data centers.

Silicon Valley is spending hundreds of billions of dollars to build power-hungry data centers for artificial intelligence as demand for electricity is increasing across the United States. That has led to widespread fears that the A.I. boom could cause utility bills to spike for ordinary households.

Mr. Trump's announcement during his State of the Union speech was light on details, and experts said that any promises by tech companies to pay more for their electricity could be difficult to verify or enforce in practice. Yet the move underscored the extent to which White House officials and Republicans have worried that rising electricity prices could hurt them in the midterm elections this year.

"We're telling the major tech companies they have the obligation to provide for their own power needs and can build their own power plants so no one's prices will go up," Mr. Trump said. He called it a "ratepayer protection pledge."

Taylor Rogers, a White House spokeswoman, said Wednesday that tech companies would join Mr. Trump at the White House next week to sign the pledge.

Data centers being built today can use as much power as a small city, and they often require large new transmission lines, power plants and other costly upgrades before they can be connected to the local electric grid. Historically, utilities have spread those upgrade costs — which can reach billions of dollars — among all customers in their regions.

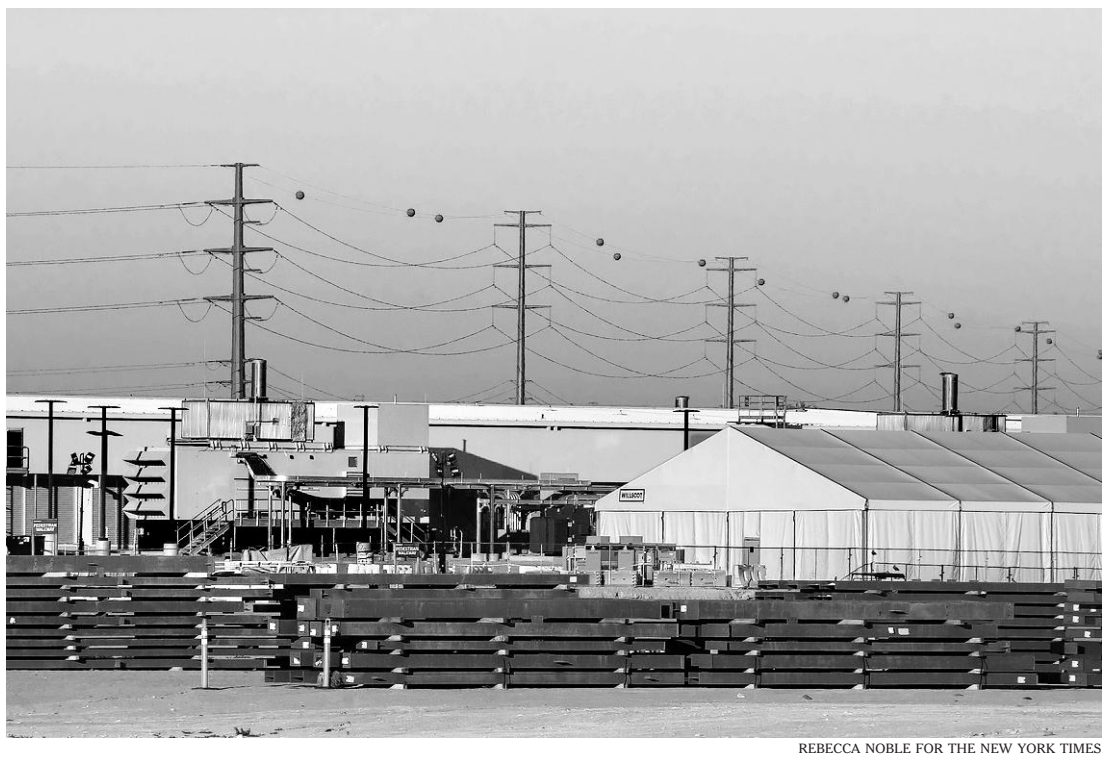
But politicians are increasingly calling on tech giants to foot most or all of the bill for these upgrades. In recent weeks, Microsoft and Anthropic have publicly pledged to pay higher electricity rates to cover their costs. Many tech companies are also building their own power plants, largely fueled by natural gas, as Meta is doing with a data center in El Paso, Texas.

"We absolutely want to pay our fair share of all costs associated with serving us," Briana Kobor, head of energy market innovation at Google, told a recent gathering of regulators in Washington.

Experts say that such pledges could potentially help curb electricity costs for everyone else but the effects would depend on the specifics of the plan. "If you could wave a magic wand and have tech companies pay for every nickel that's being spent on infrastructure, that would have a significant effect," said Ari Peskoe, who directs the Electricity Law Initiative at Harvard University.

"But it gets complicated in practice," he said. "There are a lot of big question marks here."

It can be difficult to figure out which expenses should be assigned to new data centers, such as the cost of upgrading transmission lines. The contracts that data centers sign with local utilities are typically confidential, which can make it hard for the public to verify whether tech companies are paying all of their associated costs. In some parts of the country, regional grid operators and regulators may also need to rewrite complex rules on how to allocate their costs.



REBECCA NOBLE FOR THE NEW YORK TIMES

A Microsoft data center under construction in Goodyear, Ariz. Data facilities being built today can use as much power as a small city.

It is also unclear whether any pledges from the major tech giants would apply to the smaller third-party developers that are often the ones building data centers and negotiating power contracts. On a call with reporters Wednesday, Energy Secretary Chris Wright said, "Every name you know that's developing a data center has been in dialogue with us."

The tech companies expected to appear with Mr. Trump next week include Amazon, Google, Meta, Microsoft, xAI, Oracle and OpenAI, according to a White House official. Fox News first reported on the list of companies.

Josh Levi, the president of the Data Center Coalition, a trade association, said in a statement that tech companies plan to "work closely" with the administration on the issue. "We appreciate President Trump's focus on winning the global A.I. race, and we share his commitment to the continued responsible development of the data center industry, alongside a more affordable, reliable electric grid that serves all customers," he said.

Some environmental groups and Democratic lawmakers criticized the pledges as largely symbolic and noted that other Trump administration actions to throttle wind and solar power could drive up energy costs.

"A handshake agreement with Big Tech over data center costs isn't good enough," Senator Mark Kelly, Democrat of Arizona, wrote on X. "Americans need a guarantee that energy prices won't soar and communities have a say."

The Energy Department also announced Wednesday morning that it would loan $26.5 billion to two electric utilities, Georgia Power and Alabama Power, to help build new gas plants and batteries and upgrade nuclear plants and transmission lines. The loan would allow the utilities to reduce their borrowing costs by about $300 million per year, officials said, and allow Georgia Power to enact a three-year rate freeze at a time when data centers are expanding rapidly in the region.

Last month, the Trump administration also floated a plan to ease the rapid price increases occurring in PJM Interconnection, a regional grid that serves 65 million people in the Mid-Atlantic. That proposal, which would require significant regulatory changes and is still under review by the grid operator, would have tech companies pay to build new power plants in the region through specialized 15-year contracts.

But that plan could take years to have an effect, experts said. That's because, in the short term, data centers can come online and drive up electricity demand faster than new power plants can be built.

Rising electricity rates have become a volatile political issue in many parts of the country. Over the past six years, the average retail price of electricity has risen faster than inflation in roughly two dozen states.

Some tech firms, electric utilities and Trump administration officials have disputed the idea that data centers are to blame. In Virginia, home to the nation's largest concentrations of data centers, electricity prices have mostly stayed flat over the past six years after adjusting for inflation. Some analyses have suggested that new data centers can even lower prices by allowing utilities to spread the fixed costs of maintaining the grid among a larger set of customers.

Yet the new pledges suggest that the big data center companies, known as "hyperscalers," are scrambling to avoid a backlash. At least 25 proposed data centers were canceled last year after protests by nearby communities, according to research by Heatmap, a climate news site.

"The rhetoric from hyperscalers has changed over the past year," Mr. Peskoe said. "A year ago, they were saying that they were already paying their fair share. Now they seem to be acknowledging that they need to do better."

Mr. Trump had originally promised that he would cut electricity bills in half within 18 months of taking office. While he almost certainly won't come close to meeting that pledge, he again promised in his Tuesday address that energy costs would fall.

"Soon you will see numbers that few people would think were possible to achieve just a short time ago," he said. "Nobody can believe when they see energy going down to numbers like that."

The Legal Fight Over Billions in Climate Grants, Frozen for a Year, Rages On

By CLAIRE BROWN

A lawsuit involving billions of dollars in climate grants headed back to court on Tuesday, more than a year after the Environmental Protection Agency tried to cancel the awards and claw back the money.

For the nonprofit groups that were blocked from spending the funds while the legal battle played out, it's been a long wait. Some have had to cut staff and drastically restructure because the money has been frozen. One asked the E.P.A. to end its participation in the program altogether, despite the fact that its work had barely started.

Last February, Lee Zeldin, the E.P.A. administrator, seized $20 billion in clean energy grants known as green bank funding, that were awarded to eight groups under the Biden administration. Mr. Zeldin claimed there was misconduct, conflicts of interest and potential fraud.

But investigations by the Federal Bureau of Investigation and the agency's Office of Inspector General have not presented evidence of fraud. Still, the E.P.A. sought to freeze the funds and cancel the grants, which totaled roughly double the agency's budget for 2025. Lawsuits followed, and on Tuesday the U.S. Court of Appeals for the District of Columbia Circuit reconsidered an earlier ruling that found the case should be tried in a different court.

The eight nonprofit groups expected to spend the last year leveraging billions of government dollars into low-cost loans and investments for renewable energy projects around the country.

Instead, some are struggling to stay afloat.

"We've had to lay off a very sizable part of our team," said Tim Mayopoulos, chief executive of Power Forward Communities, which had been approved for a $2 billion grant. The organization has not been able to fund any of the projects it had announced, like energy-efficiency upgrades in affordable housing developments. And while the plan was to assemble a team of 30 to manage this work, the organization is now down to two employees, said Mr. Mayopoulos, a former chief executive of Fannie Mae.

At Climate United, which was awarded nearly $7 billion in grant funds, staffing has shrunk to fewer than 10 from about 80 people, said Beth Bafford, the organization's chief executive. Everyone else has been let go, has been reassigned or has quit, she said.

"We're really focused on two core things," Ms. Bafford said. "One is how do we push the work forward that we all love doing? And two is how do we get this legal process to a conclusion that gives us access to funds and allows us to do the work that we were meant to do in the first place?"

In September, a three-judge panel on the U.S. Court of Appeals for the District of Columbia Circuit determined that it did not have jurisdiction over the case, ensuring the funds would remain frozen as the case worked its way through a court that considers federal contract disputes.

Months later, the appeals court agreed to review the case in an en banc hearing, which means 10 judges will weigh in, instead of the typical three-judge panel.

Though the plaintiffs see the new hearing as a hopeful development, they are not expecting to see the money anytime soon, Ms. Bafford said. A decision after Tuesday's appearance could take months and may be followed by an appeal to the Supreme Court.

Justice Climate Fund, which was awarded a $940 million grant, has asked the E.P.A. to bring its award to a close, though it spent only $13 million before its funds were frozen. It's not clear whether completing this process would mean the organization gives up any claim to frozen grant funding.



ERIC LEE/THE NEW YORK TIMES

Lee Zeldin, the E.P.A. administrator, seized $20 billion in clean energy grants awarded to nonprofits.

The request was prompted by a desire to move forward, said Amir Kirkwood, the organization's chief executive. He said the E.P.A. hadn't responded to the request.

The frozen grants came from the Greenhouse Gas Reduction Fund, a $27 billion grant program established by Congress in the Inflation Reduction Act, which passed in 2022 without Republican support.

The grants were thrown into chaos last February, when Mr. Zeldin announced that the E.P.A. had found "billions of dollars' worth of 'gold bars' " at an outside financial institution.

The "gold bars" referred to a hidden-camera video made by the conservative group Project Veritas, in which a Biden E.P.A. staff member compared the outgoing administration's efforts to allocate money in its final months to tossing gold bars off the Titanic. The outside financial institution was Citibank, which had entered an agreement with the E.P.A. to manage the grant dollars.

While Mr. Zeldin initially suggested fraud had been involved in the grant decisions, the E.P.A. has backed away from that in recent legal briefs. Instead, the agency has said that it can cancel the grants because its priorities have changed. It has also argued that the case was filed in the wrong court and should be heard in the Court of Federal Claims, which deals with contractual disputes.

In September, two Trump-appointed judges at the U.S. Court of Appeals for the District of Columbia Circuit sided with the agency. Now, a 10-judge panel will reconsider. They include three Biden appointees, three Trump appointees and four Obama appointees.

"In early 2025, E.P.A. Administrator Zeldin proudly terminated $20 billion in G.G.R.F. funding that was awarded to eight National Clean Investment Fund and Clean Communities Investment Accelerator entities as serious concerns were raised regarding self-dealing and conflicts of interest, unqualified recipients and reduced government oversight," said Brigit Hirsch, a spokeswoman for the E.P.A.

Environmental groups, legal scholars and politicians have filed briefs in support of each side.

Republican attorneys general from 24 states led by West Virginia filed a brief supporting the cancellation of the grants. "The program's evaluation criteria prioritized 'climate equity' over financial stability, effectively directing taxpayer dollars to advance an ideological agenda that disadvantages energy-producing states like West Virginia," they wrote.

Forty members of Congress filed a brief supporting the nonprofits. "At its heart, this is a case about whether the executive branch can freeze and confiscate lawfully made funding awards held in private bank accounts without due process," they wrote. "If so, then perhaps no one in the United States is safe from such unchecked arbitrary action."

Trump Officials Seek to Break Editorial 'Firewall' at Federally Funded News Organizations

By MINHO KIM

WASHINGTON — The Trump administration is seeking to limit the safeguards protecting the editorial freedom of federally funded news groups that broadcast overseas, raising concerns that it could undermine an independent source of news in parts of the world with few of them.

Two of the organizations that President Trump tried but failed to shutter, Radio Free Europe/Radio Liberty and Middle East Broadcasting Networks, earlier this month received a draft funding agreement that could give Mr. Trump's political appointees more control over their operations.

The administration could have the power to veto their new hires for editors in chief, chief executives and members of their boards, and could unilaterally shut down parts of their news operations with a two-week notice, according to a draft of the proposal reviewed by The New York Times and two people familiar with the matter.

The proposed agreement is the latest attempt by the Trump administration to severely shrink and influence the news content of media groups that receive federal dollars.

The administration's push for a funding agreement that could give Mr. Trump's deputies broad authority over personnel and programming decisions signals its interest in reshaping the news agencies into networks more friendly to Mr. Trump's agenda, said Kate Wright, a media and communications professor at the University of Edinburgh.

"It is about strengthening control over those networks," said Ms. Wright, who has studied how state-funded broadcasters can be captured by partisan politics. "This is deeply worrying for editorial freedom."

The two news organizations declined to comment, citing the ongoing contract negotiations.

Kari Lake, who leads the federally funded news groups' parent agency, the U.S. Agency for Global Media, rejected the idea that the administration was seeking to influence editorial decisions. She characterized the premise of this article as "fake news spin," and said her agency's proposed agreement was not "editorial interference," but an attempt to ensure accountability of taxpayer dollars.

"Under this administration, U.S.A.G.M. answers to American taxpayers, and publicly funded outlets will serve our national interest," Ms. Lake said in a statement. "Accountability is back, and much to the chagrin of globalists."

Last March, Mr. Trump signed an executive order effectively dismantling the global media agency that oversees federally funded news groups. He called Voice of America, a federally funded news group created in 1942 to fight Nazi propaganda, "a total left wing disaster," and put nearly all its 1,400 journalists and support staff on paid leave.

Ms. Lake then terminated funding to other federally funded news groups with little explanation.

But courts have largely halted efforts to shut down the groups, and Congress has reauthorized funding for them, bucking Mr. Trump's wishes. Members of Congress from both parties were concerned that closing U.S.-funded news groups would allow Russia and China to saturate audiences with disinformation.

Radio Free Europe/Radio Liberty and Middle East Broadcasting Networks, which are private nonprofits, now have to sign a contract with the Trump administration to receive the money that Congress authorized.

The administration's proposal stripped a section on editorial freedom that appeared in last year's agreement, which said the administration "acknowledges and affirms" the safeguards "meant to preserve" journalistic independence.

The safeguards, known as the "firewall," prohibit political appointees from meddling in the news organizations' editorial decisions, an effort to ensure that foreign audiences trust their journalism and to dispel accusations that the U.S. government is funding propaganda.

Instead, the proposal would shift the burden of providing an objective news service from the government to the recipients. It states that "nothing herein shall be interpreted to cause" the news groups "to violate the highest standards of professional journalism," while requiring their coverage to be "consistent with the national interests of the United States." The document says that the administration can terminate funding for noncompliance with "any term" of the agreement.

Jamie Fly, a former chief executive of Radio Free Europe/Radio Liberty, said that politicized content lacking balance would undermine the news groups' credibility, hurting their mission to provide news suppressed by authoritarian governments.

"Propaganda is not effective and ultimately a waste of taxpayer dollars," he said.

The administration's attempt to weaken editorial independence at the press organizations comes after Voice of America ran stories that appeared to violate the law that mandates unbiased coverage.

In January, Voice of America's Chinese news service published an article that praised Mr. Trump for his "deal-making skill" and "peace-through-strength diplomacy," citing his dubious claim that he stopped eight wars. It did not feature voices countering the president.

The article also included a heavily edited image of Mr. Trump among what appeared to be clouds and the world map, with an American flag in the center.

"This is not journalism," said Patsy Widakuswara, a former White House correspondent at Voice of America. "This is being the mouthpiece of an administration."

Before the cuts, the federally funded news networks had more than 420 million weekly listeners and garnered widespread recognition, including awards for reporting on China's human rights abuses of Uyghurs, the Russian military's death toll from its invasion of Ukraine, and anti-government protests in Iran that began after a young woman was detained for not wearing a hijab and died in police custody.

COMMERCIAL REAL ESTATE BUSINESS OPPORTUNITIES

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Other Areas 385

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NOTICE OF BANKRUPTCY SALE OF THE ASSETS OF SHANNON WIND, LLC

On January 25, 2026, Shannon Wind, LLC (EIN ending 3562) (the "**Debtor**"), filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (the "**Court**"), Case No. 26-90124 (ARP).

The Debtor has filed a motion [ECF No. 55] (the "**Motion**") in the bankruptcy case to approve the sale of substantially all assets of the Debtor (the "**Assets**") free and clear of all liens, claims, encumbrances, and other interests under 11 U.S.C. § 363(f) and free and clear of any successor liability or similar claims or remedies of any kind.

Copies of the Motion and related Bidding Procedures Order and Bidding Procedures are available for download at https://veritaglobal.net/shannon.

The Court will hold a hearing to approve the proposed sale on **June 3, 2026 at 9:00 a.m. (prevailing Central time)** unless adjourned by the Debtor.

OBJECTIONS TO THE PROPOSED SALE AND TRANSFER ON THE TERMS SET FORTH IN THE MOTION, IF ANY, (I) MUST BE IN WRITING, (II) CONFORM TO THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, BANKRUPTCY RULES, AND LOCAL RULES, (III) STATE WITH PARTICULARITY THE LEGAL AND FACTUAL BASIS FOR THE OBJECTION, AND (IV) BE FILED WITH THE COURT NO LATER THAN 4:00 P.M. (PREVAILING CENTRAL TIME) ON MAY 4, 2026.

IF A SALE OBJECTION IS NOT FILED AND SERVED ON OR BEFORE THE SALE OBJECTION DEADLINE, THE OBJECTING PARTY SHALL BE BARRED FROM OBJECTING TO THE SALE AND SHALL NOT BE HEARD AT THE SALE HEARING, AND THE BANKRUPTCY COURT MAY ENTER THE SALE ORDER WITHOUT FURTHER NOTICE TO SUCH PARTY.

ANY PARTY WHO FAILS TO TIMELY FILE AND SERVE AN OBJECTION TO THE MOTION BEFORE THE SALE OBJECTION DEADLINE SHALL BE DEEMED TO HAVE CONSENTED TO THE SALE AND TRANSFER OF THE ASSETS AND FOREVER BARRED FROM ASSERTING ANY OBJECTION TO SUCH SALE, INCLUDING WITH RESPECT TO THE SALE OF THE ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS THAT SUCH PARTY MAY HAVE AGAINST THE DEBTOR OR THE ASSETS.

Any interested bidder should contact the Debtor's investment banker: Nomura Greentech at: ngtprojectbreeze@nomuragreentech.com.

Exhibit C

USA TODAY CO.

LocaliQ

PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

STATE OF WISCONSIN, COUNTY OF BROWN

The Times Record News, a newspaper published in the city of Wichita Falls with circulation in Wichita County, State of Texas, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

02/27/2026

and that the fees charged are legal.
Sworn to and subscribed before on 02/27/2026

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NOTICE OF BANKRUPTCY SALE OF THE ASSETS OF SHANNON WIND, LLC

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The Debtor has filed a motion [ECF No. 55] (the "**Motion**") in the bankruptcy case to approve the sale of substantially all assets of the Debtor (the "**Assets**") free and clear of all liens, claims, encumbrances, and other interests under 11 U.S.C. § 363(f) and free and clear of any successor liability or similar claims or remedies of any kind.

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The Court will hold a hearing to approve the proposed sale on **June 3, 2026 at 9:00 a.m. (prevailing Central time)** unless adjourned by the Debtor.

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Any interested bidder should contact the Debtor's investment banker: Nomura Greentech at: ngtprojectbreeze@nomuragreentech.com.

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All classified ads are subject to the applicable rate card, copies of which are available from our Advertising Dept. All ads are subject to approval before publication. Wichita Falls Times Record News reserves the right to edit, refuse, reject, classify or cancel any ad at any time. Errors must be reported in the first day of publication. Wichita Falls Times Record News shall not be liable for any loss or expense that results from an error in or omission of an advertisement. No refunds for early cancellation of order.

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PUBLIC NOTICES

Public Notices

NOTICE OF BANKRUPTCY SALE OF THE ASSETS OF SHANNON WIND, LLC

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The Court will hold a hearing to approve the proposed sale on **June 3, 2026 at 9:00 a.m. (prevailing Central time)** unless adjourned by the Debtor.

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Any interested bidder should contact the Debtor's investment banker: Nomura Greentech at: ngtprojectbreeze@nomuragreentech.com.

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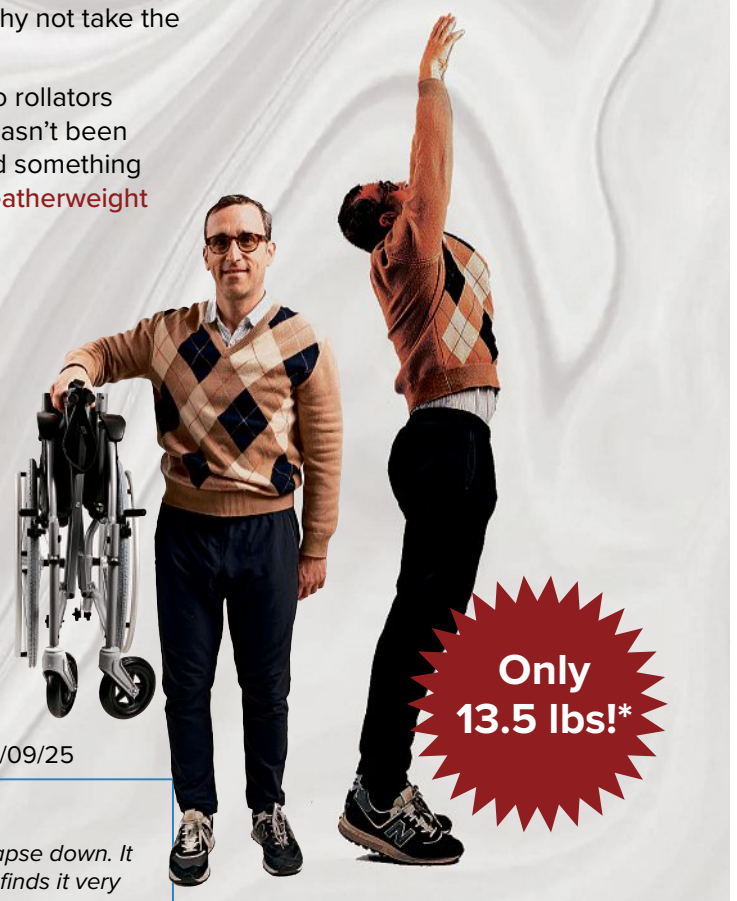
For those of us—or our loved ones—who are finding our mobility slowing down and may need the use of a wheelchair, there's a remarkable breakthrough that's changing lives. The Featherweight Wheelchair, weighing just 13 pounds*, is nothing like the bulky, heavy models of the past that can weigh over 35 pounds. Imagine lifting your wheelchair in and out of a car without straining your back, gliding effortlessly through your garden, joining your family at the park, or going for a medical checkup, without the worry of fatigue. Why not take the first step toward renewed independence with this ultra-lightweight innovation?

In recent years, we've seen great advancements in mobility aids—from canes and walkers to rollators and scooters—all designed to help people stay active and independent. But until now, there hasn't been a truly revolutionary wheelchair. That's changed thanks to a team of engineers who've created something extraordinary: the world's lightest wheelchair, weighing only 13.5 pounds. Aptly named the Featherweight Wheelchair, this breakthrough has already been called a game-changer by those who use it.

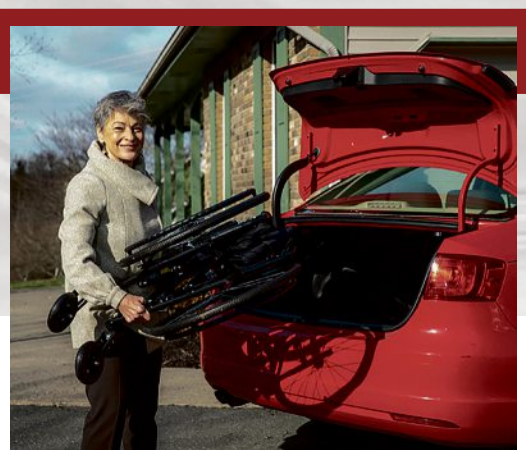


The first thing you'll notice about the Featherweight is just how incredibly light it is. At only 13.5 pounds, it's easy for just about anyone to lift into a car, store at home, or take on the go. It's not only lightweight but also strong, stylish, and easy to maneuver. The lighter the chair, the easier it is to push, propel, and lift. With its sleek design and custom color options, the Featherweight Wheelchair isn't just practical—it's something you'll feel good about using every day.

*13lbs. Without the rear wheels, 19 lbs. all in



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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]	

CERTIFICATE OF SERVICE

I, Scott M. Ewing, depose and say that I am employed by Kurtzman Carson Consultants, LLC dba Verita Global ("Verita"), the claims and noticing agent for the Debtor in the above-captioned case.

On March 23, 2026, at my direction and under my supervision, employees of Verita caused to be served the following document via Electronic Mail upon the service lists attached hereto as **Exhibit A** and **Exhibit B**; and via First Class Mail upon the service lists attached hereto as **Exhibit C**, **Exhibit D**, and **Exhibit E**:

- **Notice of Potential Assumption or Assumption and Assignment of Certain Executory Contracts and Unexpired Leases** [Docket No. 115]

Dated: March 31, 2026

/s/ Scott M. Ewing
Scott M. Ewing
Verita
222 N Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245
Tel 310.823.9000

[1] The last four digits of the Debtor's federal tax identification number are 3562. For the purpose of this chapter 11 case, the Debtor's address is 1920 McKinney Ave, Suite 950, Dallas, TX, 75201. Additional information regarding the Debtor's case can be found on the website of the Debtor's proposed claims and noticing agent at https://www.veritaglobal.net/shannon.

2690124260331000000000001

Exhibit A

Exhibit A
Core/2002 Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Counsel for GE Renewable Energy, LLC	Baker, Donelson, Bearman, Caldwell & Berkowitz, PC	Susan C. Mathews	smathews@bakerdonelson.com
Attorney for Claimant	Clay County Appraisal District	c/o Perdue, Brandon, Fielder, Collins & Mott, L.L.P	wichitafalls@pbfcm.com
Lotus Infrastructure Partners	Lotus Infrastructure Partners	Himanshu Saxena	hsaxena@lotuspartners.com
United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas		usatxs.civilnotice@usdoj.gov
Office of the U.S. Trustee for the Southern District of Texas (Houston Division)	US Trustee for the Southern District of Texas	Andrew Jimenez, Christopher Ross Travis	andrew.jimenez@usdoj.gov; C.Ross.Travis@usdoj.gov; USTPRegion07.HU.ECF@USDOJ.GOV
Attorney for Clay County, Texas	Vartabedian Katz Hester & Haynes LLP	Candice Carson	Candice.carson@vkhh.com
Attorney for Clay County, Texas	Vartabedian Katz Hester & Haynes LLP	J. Robert Forshey, Mary Taylor Stanberry	Bobby.forshey@vkhh.com; Mary.stanberry@vkhh.com
Counsel for Citibank, N.A. and Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Jennifer Hardy	jhardy2@willkie.com
Counsel for Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Mark T. Stancil	mstancil@willkie.com
Counsel for Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Zain Syedain	zsyedain@willkie.com

Exhibit B

Exhibit B
Contract Counterparties Service List
Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
Alliant Insurance Services	Allie Eans	allie.eans@alliant.com
CAMS Bluewire		cams_ar@camstex.com
CAMS Renewables		cams_ar@camstex.com
Cletus J. Schroeder and Darla J. Schroeder	Cletus Schroeder	DJS_111651@YAHOO.COM
Douglas J. Wolf and Betty S. Wolf	Douglas Wolf	djwolf14@yahoo.com
ESE Partners LLC	Kathryn OGorman	kathryn@esepartners.com
Homeland Insurance Company of New York	Samantha Disabella, SVP Underwriting	sdisabella@cyberresilience.com
J-A-C Electric Cooperative Inc.	Donna Bullinger	dbullinger@jacelectric.com
Jerome T. Horn, Vergie M. Horn, and Kevin Horn	Jerome Horn	may.hope@yahoo.com; horntanks@yahoo.com
Lloyd A. Wolf, Sr.	Lloyd Wolf	ka8933@aol.com
Michael Dale Jackson and Judy Kay Jackson	Michael Jackson	MJJACKSON16@HOTMAIL.COM
Michael L. Garrett and Antoinette I. Garrett Trustees of the Garrett Family Trust	Michael Garrett	garrettm@swbell.net
Prairie Grove Ranch Partnership, LLC	Michael Garrett	GARRETTM@SWBELL.NET
Robert Alvin Shroeder and Rebecca Lynn Schroeder	Robert Schroeder	BOGEY_41@hotmail.com
Tenaska Power Services Co	Brook Leonard	bleonard@tnsk.com
Terrence Lee Schroeder and Scotta Lea Schroeder		wds@comcell.net
United Specialty Underwriters	c/o PPS Specialty Underwriters, Inc.	mjahnke@pps-su.com

Exhibit C

Exhibit C
Core/2002 Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Top 20 Unsecured Creditor	CAC Specialty		115 Office Park Drive		Birmingham	AL	35223
Citigroup Energy Inc.	Citigroup Energy Inc.	Franklin Perez	2700 Post Oak Blvd	Ste 400	Houston	TX	77056
Taxing Authority	Clay County Appraisal District		PO Box 108	101 E Omega St	Henrietta	TX	76365
Taxing Authority	Clay County Judge		214 N. Main		Henrietta	TX	76365
Top 20 Unsecured Creditor	CommTech		834 SE 34th Ave		Amarillo	TX	79103
IRS	Internal Revenue Service	Centralized Insolvency Operation	PO Box 7346		Philadelphia	PA	19101-7346
Top 20 Unsecured Creditor	McGuire Woods		800 E. Canal Street		Richmond	VA	23219
Top 20 Unsecured Creditor	Safety Kleen		42 Longwater Dr.		Norwell	MA	02061
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts	Attn Bankruptcy Section	Lyndon B Johnson State Office Building	111 East 17th St	Austin	TX	78774
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts		PO Box 13528, Capitol Station		Austin	TX	78711-3528
Top 20 Unsecured Creditor	True Steel		19380 E 159 Rd		Ada	OK	74820
United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas		1000 Louisiana	Suite 2300	Houston	TX	77002
US Attorney General	US Department of Justice	US Attorney General	950 Pennsylvania Avenue NW		Washington	DC	20530-0001

Exhibit D

Exhibit D
Contract Counterparties Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
AFCO Credit Corporation		150 N. Field Drive	Suite 190	Lake Forest	IL	60045
Alliant Insurance Services	Allie Eans	125 High Street	Suite 2205	Boston	MA	02110
Arthur H. Litteken and Shirley D. Litteken	Shirley Litteken	377 Litteken Drive		Windthorst	TX	76389
CAMS Bluewire		910 Louisana St.	Ste. 2400	Houston	TX	77002
CAMS Renewables		910 Louisana St.	Ste. 2400	Houston	TX	77002
Cletus J. Schroeder and Darla J. Schroeder	Cletus Schroeder	2824 FM 2581		Windthorst	TX	76389
Comcell Community		PO Box 130		Windthorst	TX	76389-0130
Cummings Westlake		16410 N. Eldridge Pkwy		Tomball	TX	77377-9074
Daves Bug Pro LLC		PO Box 9486		Wichita Falls	TX	76308
David Lynn Jackson and Cheryl Dawne Jackson	David Jackson	3722 US HWY 287 S		Henrietta	TX	76365
Douglas J. Wolf and Betty S. Wolf	Douglas Wolf	411 Wolf Lane		Windthorst	TX	76389
Edward C. Moer, Jr. and Debra K. Moer	Edward Moer, Jr.	2196 Cobb Rd.		Windthorst	TX	76389
ERCOT		8000 Metropolis Drive	Building E, Suite 100	Austin	TX	78744
ESE Partners LLC	Kathryn OGorman	2002 West Grand Pkwy North	Suite 140	Katy	TX	77449
Federal Insurance Company (Chubb)	Victoria OKeefe, Northeast Regional Manager	5400 Lyndon B Johnson Freeway	Suite 700	Dallas	TX	75240
First Insurance		450 Skokie Blvd	Ste 1000	Northbrook	IL	60062
GE Vernova		1 River Road		Schenectady	NY	12345
Homeland Insurance Company of New York	Samantha Disabella, SVP Underwriting	275 Madison Ave. Ste. 902		New York	NY	10016
J-A-C Electric Cooperative Inc.	Donna Bullinger	1784 FM 172		Henrietta	TX	76365-7108
Jerome T. Horn, Vergie M. Horn, and Kevin Horn	Jerome Horn	219 Virgie Lane		Windthorst	TX	76389
Jimmy M. Horn	Jimmy Horn	219 Virgie Ln.		Windthorst	TX	76389
Joey R. Horn and Jessica Juan Wang	Joey Horn	219 Virgie Ln.		Windthorst	TX	76389
Kaye Schreiber Nichols, Bob Schreiber and Paule A. Schreiber	Kaye Nichols	15823 FM 172		Scotland	TX	76389
Lloyd A. Wolf, Sr.	Lloyd Wolf	110 Parker Rd.		Wichita Falls	TX	76310
Michael Dale Jackson and Judy Kay Jackson	Michael Jackson	19556 FM 1148		Graham	TX	76450

Exhibit D
Contract Counterparties Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Michael L. Garrett and Antoinette I. Garrett Trustees of the Garrett Family Trust	Michael Garrett	1999 McKinney Ave.	Suite 408	Dallas	TX	75201
Moore-McNeil		PO Box 843164		Dallas	TX	75284
ONCOR Electric Delivery Company, LLC	Les Hall	2233 B Mountain Creek Parkway		Dallas	TX	75211-6711
Prairie Grove Ranch Partnership, LLC	Michael Garrett	1999 MCKINNEY AVE	STE. 408	Dallas	TX	75201
Risk Work		220 Roxbury Ln		Noblesville	IN	46062
Robert Alvin Shroeder and Rebecca Lynn Schroeder	Robert Schroeder	317 Shroeder Lane		Windthorst	TX	76389
Robert E. Steinberger, Sr. and Carolyn Sue Cox Steinberger	Robert Steinberger, Sr.	PO Box 68		Windthorst	TX	76389
Safety Kleen		42 Longwater Dr.		Norwell	MA	02061
Teddy W. Conrady and Adanna J. Conrady	Teddy Conrady	1159 C BAR RD		Windthorst	TX	76389
Tenaska Power Services Co	Brook Leonard	14302 FNB Parkway		Omaha	NE	68154
Terrence Lee Schroeder and Scotta Lea Schroeder		PO Box 14		Windthorst	TX	76389
United Specialty Underwriters	c/o PPS Specialty Underwriters, Inc.	Attn Monika Jahnke, President/CUO	26895 Aliso Creek Rd. #B-70	Aliso Viejo	CA	92656
Waste Connection		PO Box 819, DISTRICT NO. 5187		Iowa Park	TX	76367-0819
WaterPro Inc.		PO Box 3277		Lubbock	TX	79452
Whitaker Services		P.O. Box 713		Archer City	TX	76351

Exhibit E

Exhibit E

Prepetition Secured Party Service List

Served via First Class Mail

CreditorName	Address1	Address2	City	State	Zip
Citibank, N.A., as administrative and collateral agent, and Citigroup Energy Inc	480 Washington Blvd	16th Floor	Jersey City	NJ	07310

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]	

CERTIFICATE OF SERVICE

I, Scott M. Ewing, depose and say that I am employed by Kurtzman Carson Consultants, LLC dba Verita Global ("Verita"), the claims and noticing agent for the Debtor in the above-captioned case.

On April 24, 2026, at my direction and under my supervision, employees of Verita caused to be served the following document via Electronic Mail upon the service list attached hereto as **Exhibit A**; and via Overnight Mail upon the service list attached hereto as **Exhibit B**:

- **Supplemental Notice of Potential Assumption or Assumption and Assignment of Certain Executory Contracts and Unexpired Leases** [Docket No. 140]

Dated: April 30, 2026

/s/ Scott M. Ewing
Scott M. Ewing
Verita
222 N Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245
Tel 310.823.9000

[1] The last four digits of the Debtor's federal tax identification number are 3562. For the purpose of this chapter 11 case, the Debtor's address is 1920 McKinney Ave, Suite 950, Dallas, TX, 75201. Additional information regarding the Debtor's case can be found on the website of the Debtor's proposed claims and noticing agent at https://www.veritaglobal.net/shannon.

2690124260430000000000002

Exhibit A

Exhibit A
Contract Counterparties Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Contract Counterparty	Tenaska	Brook Leonard	bleonard@tnsk.com
Attorney for Clay County, Texas	Vartabedian Katz Hester & Haynes LLP	Candice Carson, Martin Sosland	Candice.carson@vkhh.com; martin.sosland@vkhh.com
Attorney for Clay County, Texas	Vartabedian Katz Hester & Haynes LLP	J. Robert Forshey, Mary Taylor Stanberry	Bobby.forshey@vkhh.com; Mary.stanberry@vkhh.com

Exhibit B

Exhibit B
Contract Counterparties Service List
Served via Overnight Mail

Description	CreditorName	CreditorNoticeName	Address1	City	State	Zip
Contract Counterparty	Brazos Electric Power Cooperative, Inc.	Don McKelvain	P.O. Box 2585	Waco	TX	76702-2585
Contract Counterparty	Brazos Electric Power Cooperative, Inc.	Don McKelvain	7616 Bagby Ave.	Waco	TX	76712
Contract Counterparty	Clay County Judge	Attn County Judge, County of Clay Texas	214 N. Main	Henrietta	TX	76365
Contract Counterparty	Edward Veitenheimer Sr.		574 Wyatt Road	Windthorst	TX	76389
Contract Counterparty	Enterprise Crude Pipeline LLC	Attn Jay Johnson	9420 West Sam Houston Parkway North	Houston	TX	77064-6317
Contract Counterparty	General Electric Company	Attn Robert Karl	1 River Road	Schenectady	NY	12345
Contract Counterparty	J-A-C Electric Cooperative, Inc.	Attn Melvin Kim	1784 FM 172	Henrietta	TX	76365
Contract Counterparty	Midway ISD	Attn Hollis Adams	12142 State Hwy 148	South Henrietta	TX	76365-7210
Contract Counterparty	ONCOR Electric Delivery Company, LLC	Les Hall	2233 B Mountain Creek Parkway	Dallas	TX	75211-6711
Contract Counterparty	Tenaska	Brook Leonard	14302 FNB Parkway	Omaha	NE	68154
Contract Counterparty	Tenaska Power Services Co.	Attn Director Contract Administration	1701 E. Lamar Boulevard, Suite 100	Arlington	TX	76006
Attorney for Clay County, Texas	Vartabedian Katz Hester & Haynes LLP	Candice Carson, Martin Sosland	2200 Ross Avenue, Suite 4200W	Dallas	TX	75201
Attorney for Clay County, Texas	Vartabedian Katz Hester & Haynes LLP	J. Robert Forshey, Mary Taylor Stanberry	301 Commerce Street, Suite 2200	Fort Worth	TX	76102

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]	

CERTIFICATE OF SERVICE

I, Scott M. Ewing, depose and say that I am employed by Kurtzman Carson Consultants, LLC dba Verita Global ("Verita"), the claims and noticing agent for the Debtor in the above-captioned case.

On April 30, 2026, at my direction and under my supervision, employees of Verita caused to be served the following document via Electronic Mail upon the service list attached hereto as **Exhibit A**; and on April 29, 2026, via First Class Mail upon the service lists attached hereto as **Exhibit B** and **Exhibit C**:

- **Notice of Filing of Amended Combined Disclosure Statement and Chapter 11 Plan** [Docket No. 142]

On April 30, 2026, at my direction and under my supervision, employees of Verita caused to be served the following document via Electronic Mail upon the service list attached hereto as **Exhibit D**; and via Overnight Mail upon the service list attached hereto as **Exhibit E**:

- **Notice of Filing of Stalking Horse Designation** [Docket No. 146]

Furthermore, on April 30, 2026, at my direction and under my supervision, employees of Verita caused to be served the following document via Electronic Mail upon the service list attached hereto as **Exhibit F**:

- **Monthly Operating Report for Shannon Wind, LLC for the Period Ending March 31, 2026** [Docket No. 149]

[*Remainder of page intentionally left blank*]

[1] The last four digits of the Debtor's federal tax identification number are 3562. For the purpose of this chapter 11 case, the Debtor's address is 1920 McKinney Ave, Suite 950, Dallas, TX, 75201. Additional information regarding the Debtor's case can be found on the website of the Debtor's proposed claims and noticing agent at https://www.veritaglobal.net/shannon.

2690124260504000000000001

Furthermore, on April 30, 2026, at my direction and under my supervision, employees of Verita caused to be served the following document via Electronic Mail upon the service list attached hereto as **Exhibit G**:

- **Notice of Payments to Ordinary Course Professionals** [Docket No. 150]

Dated: May 4, 2026

/s/ Scott M. Ewing
Scott M. Ewing
Verita
222 N Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245
Tel 310.823.9000

Exhibit A

Exhibit A
Master Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Top 20 Unsecured Creditor	Alliant Insurance Services	Allie Eans	allie.eans@alliant.com
Counsel for GE Renewable Energy, LLC	Baker, Donelson, Bearman, Caldwell & Berkowitz, PC	Susan C. Mathews	smathews@bakerdonelson.com
Top 20 Unsecured Creditor	CAMS Renewables		cams_ar@camstex.com
Attorney for Claimant	Clay County Appraisal District	c/o Perdue, Brandon, Fielder, Collins & Mott, L.L.P	wichitafalls@pbfcm.com
Top 20 Unsecured Creditor	Douglas J. Wolf and Betty S. Wolf	Douglas Wolf	djwolf14@yahoo.com
Top 20 Unsecured Creditor	Jerome T. Horn, Vergie M. Horn, and Kevin Horn	Jerome Horn	may.hope@yahoo.com; horntanks@yahoo.com
Top 20 Unsecured Creditor	Lloyd A. Wolf, Sr.	Lloyd Wolf	ka8933@aol.com
Lotus Infrastructure Partners	Lotus Infrastructure Partners	Himanshu Saxena	hsaxena@lotuspartners.com
Top 20 Unsecured Creditor	Michael L. Garrett and Antoinette I. Garrett Trustees of the Garrett Family Trust	Michael Garrett	garrettm@swbell.net
Top 20 Unsecured Creditor	Prairie Grove Ranch Partnership, LLC	Michael Garrett	garrettm@swbell.net
Top 20 Unsecured Creditor	Robert Alvin Shroeder and Rebecca Lynn Schroeder	Robert Schroeder	BOGEY_41@hotmail.com
Top 20 Unsecured Creditor	Tenaska	Brook Leonard	bleonard@tnsk.com
Top 20 Unsecured Creditor	Terrence Lee Schroeder and Scotta Lea Schroeder		wds@comcell.net
United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas		usatxs.civilnotice@usdoj.gov
Office of the U.S. Trustee for the Southern District of Texas (Houston Division)	US Trustee for the Southern District of Texas	Andrew Jimenez, Christopher Ross Travis	andrew.jimenez@usdoj.gov; C.Ross.Travis@usdoj.gov; USTPRegion07.HU.ECF@USDOJ.GOV
Attorney for Clay County, Texas	Vartabedian Katz Hester & Haynes LLP	Candice Carson, Martin Sosland	Candice.carson@vkhh.com; martin.sosland@vkhh.com
Attorney for Clay County, Texas	Vartabedian Katz Hester & Haynes LLP	J. Robert Forshey, Mary Taylor Stanberry	Bobby.forshey@vkhh.com; Mary.stanberry@vkhh.com
Counsel for Citibank, N.A. and Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Jennifer Hardy	jhardy2@willkie.com
Counsel for Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Mark T. Stancil	mstancil@willkie.com
Counsel for Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Zain Syedain	zsyedain@willkie.com

Exhibit B

Exhibit B
Master Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Top 20 Unsecured Creditor	Arthur H. Litteken and Shirley D. Litteken	Shirley Litteken	377 Litteken Drive		Windthorst	TX	76389
Top 20 Unsecured Creditor	CAC Specialty		115 Office Park Drive		Birmingham	AL	35223
Citigroup Energy Inc.	Citigroup Energy Inc.	Franklin Perez	2700 Post Oak Blvd	Ste 400	Houston	TX	77056
Taxing Authority	Clay County Appraisal District		PO Box 108	101 E Omega St	Henrietta	TX	76365
Taxing Authority	Clay County Judge		214 N. Main		Henrietta	TX	76365
Top 20 Unsecured Creditor	CommTech		834 SE 34th Ave		Amarillo	TX	79103
Top 20 Unsecured Creditor	Edward C. Moer, Jr. and Debra K. Moer	Edward Moer, Jr.	2196 Cobb Rd.		Windthorst	TX	76389
IRS	Internal Revenue Service	Centralized Insolvency Operation	PO Box 7346		Philadelphia	PA	19101-7346
Top 20 Unsecured Creditor	Kaye Schreiber Nichols, Bob Schreiber and Paule A. Schreiber	Kaye Nichols	15823 FM 172		Scotland	TX	76389
Top 20 Unsecured Creditor	McGuire Woods		800 E. Canal Street		Richmond	VA	23219
Top 20 Unsecured Creditor	Risk Work		220 Roxbury Ln		Noblesville	IN	46062
Top 20 Unsecured Creditor	Robert E. Steinberger, Sr. and Carolyn Sue Cox Steinberger	Robert Steinberger, Sr.	PO Box 68		Windthorst	TX	76389
Top 20 Unsecured Creditor	Safety Kleen		42 Longwater Dr.		Norwell	MA	02061
Shannon Wind Holdings, LLC	Shannon Wind Holdings, LLC	c/o The Corporation Trust Company	Registered Agent	1209 Orange St	Wilmington	DE	19801
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts	Attn Bankruptcy Section	Lyndon B Johnson State Office Building	111 East 17th St	Austin	TX	78774
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts		PO Box 13528, Capitol Station		Austin	TX	78711-3528
Top 20 Unsecured Creditor	True Steel		19380 E 159 Rd		Ada	OK	74820
US Attorney General	US Department of Justice	US Attorney General	950 Pennsylvania Avenue NW		Washington	DC	20530-0001

Exhibit C

Exhibit C
U.S. Securities & Exchange Commission Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	City	State	Zip
U.S. Securities and Exchange Commission	Office of the General Counsel	100 F Street, NE	Washington	DC	20549

Exhibit D

Exhibit D
Master Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Top 20 Unsecured Creditor	Alliant Insurance Services	Allie Eans	allie.eans@alliant.com
Counsel for GE Renewable Energy, LLC	Baker, Donelson, Bearman, Caldwell & Berkowitz, PC	Susan C. Mathews	smathews@bakerdonelson.com
Top 20 Unsecured Creditor	CAMS Renewables		cams_ar@camstex.com
Attorney for Claimant	Clay County Appraisal District	c/o Perdue, Brandon, Fielder, Collins & Mott, L.L.P	wichitafalls@pbfcm.com
Top 20 Unsecured Creditor	Douglas J. Wolf and Betty S. Wolf	Douglas Wolf	djwolf14@yahoo.com
Top 20 Unsecured Creditor	Jerome T. Horn, Vergie M. Horn, and Kevin Horn	Jerome Horn	may.hope@yahoo.com; horntanks@yahoo.com
Top 20 Unsecured Creditor	Lloyd A. Wolf, Sr.	Lloyd Wolf	ka8933@aol.com
Lotus Infrastructure Partners	Lotus Infrastructure Partners	Himanshu Saxena	hsaxena@lotuspartners.com
Top 20 Unsecured Creditor	Michael L. Garrett and Antoinette I. Garrett Trustees of the Garrett Family Trust	Michael Garrett	garrettm@swbell.net
Top 20 Unsecured Creditor	Robert Alvin Shroeder and Rebecca Lynn Schroeder	Robert Schroeder	BOGEY_41@hotmail.com
Top 20 Unsecured Creditor	Tenaska	Brook Leonard	bleonard@tnsk.com
Top 20 Unsecured Creditor	Terrence Lee Schroeder and Scotta Lea Schroeder		wds@comcell.net
United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas		usatxs.civilnotice@usdoj.gov
Office of the U.S. Trustee for the Southern District of Texas (Houston Division)	US Trustee for the Southern District of Texas	Andrew Jimenez, Christopher Ross Travis	andrew.jimenez@usdoj.gov; C.Ross.Travis@usdoj.gov; USTPRegion07.HU.ECF@USDOJ.GOV
Attorney for Clay County, Texas	Vartabedian Katz Hester & Haynes LLP	Candice Carson, Martin Sosland	Candice.carson@vkhh.com; martin.sosland@vkhh.com
Attorney for Clay County, Texas	Vartabedian Katz Hester & Haynes LLP	J. Robert Forshey, Mary Taylor Stanberry	Bobby.forshey@vkhh.com; Mary.stanberry@vkhh.com
Counsel for Citibank, N.A. and Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Jennifer Hardy	jhardy2@willkie.com
Counsel for Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Mark T. Stancil	mstancil@willkie.com
Counsel for Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Zain Syedain	zsyedain@willkie.com

Exhibit E

Exhibit E
Master Service List
Served via Overnight Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Top 20 Unsecured Creditor	Arthur H. Litteken and Shirley D. Litteken	Shirley Litteken	377 Litteken Drive		Windthorst	TX	76389
Top 20 Unsecured Creditor	CAC Specialty		115 Office Park Drive		Birmingham	AL	35223
Citigroup Energy Inc.	Citigroup Energy Inc.	Franklin Perez	2700 Post Oak Blvd	Ste 400	Houston	TX	77056
Taxing Authority	Clay County Appraisal District		PO Box 108	101 E Omega St	Henrietta	TX	76365
Taxing Authority	Clay County Judge		214 N. Main		Henrietta	TX	76365
Top 20 Unsecured Creditor	CommTech		834 SE 34th Ave		Amarillo	TX	79103
Top 20 Unsecured Creditor	Edward C. Moer, Jr. and Debra K. Moer	Edward Moer, Jr.	2196 Cobb Rd.		Windthorst	TX	76389
IRS	Internal Revenue Service	Centralized Insolvency Operation	2970 Market St		Philadelphia	PA	19104
Top 20 Unsecured Creditor	Kaye Schreiber Nichols, Bob Schreiber and Paule A. Schreiber	Kaye Nichols	15823 FM 172		Scotland	TX	76389
Top 20 Unsecured Creditor	McGuire Woods		800 E. Canal Street		Richmond	VA	23219
Top 20 Unsecured Creditor	Prairie Grove Ranch Partnership, LLC	Michael Garrett	1999 McKinney Ave.	Suite 408	Dallas	TX	75201
Top 20 Unsecured Creditor	Risk Work		220 Roxbury Ln		Noblesville	IN	46062
Top 20 Unsecured Creditor	Robert E. Steinberger, Sr. and Carolyn Sue Cox Steinberger	Robert Steinberger, Sr.	PO Box 68		Windthorst	TX	76389
Top 20 Unsecured Creditor	Safety Kleen		42 Longwater Dr.		Norwell	MA	02061
Shannon Wind Holdings, LLC	Shannon Wind Holdings, LLC	c/o The Corporation Trust Company	Registered Agent	1209 Orange St	Wilmington	DE	19801
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts	Attn Bankruptcy Section	Lyndon B Johnson State Office Building	111 East 17th St	Austin	TX	78774
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts		PO Box 13528, Capitol Station		Austin	TX	78711-3528
Top 20 Unsecured Creditor	True Steel		19380 E 159 Rd		Ada	OK	74820
US Attorney General	US Department of Justice	US Attorney General	950 Pennsylvania Avenue NW		Washington	DC	20530-0001

Exhibit F

Exhibit F
United States Trustee
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Office of the U.S. Trustee for the Southern District of Texas (Houston Division)	US Trustee for the Southern District of Texas	Andrew Jimenez, Christopher Ross Travis	andrew.jimenez@usdoj.gov; C.Ross.Travis@usdoj.gov; USTPRegion07.HU.ECF@USDOJ.GOV

Exhibit G

Exhibit G
Reviewing Parties Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Office of the U.S. Trustee for the Southern District of Texas (Houston Division)	US Trustee for the Southern District of Texas	Andrew Jimenez, Christopher Ross Travis	andrew.jimenez@usdoj.gov; C.Ross.Travis@usdoj.gov; USTPRegion07.HU.ECF@USDOJ.GOV
Counsel for Citibank, N.A. and Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Jennifer Hardy	jhardy2@willkie.com

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]	

CERTIFICATE OF SERVICE

I, Scott M. Ewing, depose and say that I am employed by Kurtzman Carson Consultants, LLC dba Verita Global ("Verita"), the claims and noticing agent for the Debtor in the above-captioned case.

On May 7, 2026, at my direction and under my supervision, employees of Verita caused to be served the following document via Electronic Mail upon the service list attached hereto as **Exhibit A**; and via First Class Mail upon the service list attached hereto as **Exhibit B**:

- **Order (I) Approving (A) Designation of Stalking Horse Bidder and (B) Stalking Horse Bid Protections and (II) Granting Related Relief** [Docket No. 163]

Dated: May 12, 2026

/s/ Scott M. Ewing
Scott M. Ewing
Verita
222 N Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245
Tel 310.823.9000

[1] The last four digits of the Debtor's federal tax identification number are 3562. For the purpose of this chapter 11 case, the Debtor's address is 1920 McKinney Ave, Suite 950, Dallas, TX, 75201. Additional information regarding the Debtor's case can be found on the website of the Debtor's proposed claims and noticing agent at https://www.veritaglobal.net/shannon.

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Exhibit A

Exhibit A
Master Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Top 20 Unsecured Creditor	Alliant Insurance Services	Allie Eans	allie.eans@alliant.com
Counsel for GE Renewable Energy, LLC	Baker, Donelson, Bearman, Caldwell & Berkowitz, PC	Susan C. Mathews	smathews@bakerdonelson.com
Top 20 Unsecured Creditor	CAMS Renewables		cams_ar@camstex.com
Attorney for Claimant	Clay County Appraisal District	c/o Perdue, Brandon, Fielder, Collins & Mott, L.L.P	wichitafalls@pbfcm.com
Top 20 Unsecured Creditor	Douglas J. Wolf and Betty S. Wolf	Douglas Wolf	djwolf14@yahoo.com
Attorneys for1370 Clean Energy LLC	Gibson, Dunn & Crutcher LLP	Jason Zachary Goldstein, Robert E. Fitzgerald	JGoldstein@gibsondunn.com; RFitzgerald@gibsondunn.com
Attorneys for1370 Clean Energy LLC	Gibson, Dunn & Crutcher LLP	Pleasant Garner	PGarner@gibsondunn.com
Top 20 Unsecured Creditor	Jerome T. Horn, Vergie M. Horn, and Kevin Horn	Jerome Horn	may.hope@yahoo.com; horntanks@yahoo.com
Top 20 Unsecured Creditor	Lloyd A. Wolf, Sr.	Lloyd Wolf	ka8933@aol.com
Lotus Infrastructure Partners	Lotus Infrastructure Partners	Himanshu Saxena	hsaxena@lotuspartners.com
Top 20 Unsecured Creditor	Michael L. Garrett and Antoinette I. Garrett Trustees of the Garrett Family Trust	Michael Garrett	garrettm@swbell.net
Top 20 Unsecured Creditor	Robert Alvin Shroeder and Rebecca Lynn Schroeder	Robert Schroeder	BOGEY_41@hotmail.com
Top 20 Unsecured Creditor	Tenaska	Brook Leonard	bleonard@tnsk.com
Top 20 Unsecured Creditor	Terrence Lee Schroeder and Scotta Lea Schroeder		wds@comcell.net
United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas		usatxs.civilnotice@usdoj.gov
Office of the U.S. Trustee for the Southern District of Texas (Houston Division)	US Trustee for the Southern District of Texas	Andrew Jimenez, Christopher Ross Travis	andrew.jimenez@usdoj.gov; C.Ross.Travis@usdoj.gov; USTPRegion07.HU.ECF@USDOJ.GOV
Attorney for Clay County, Texas	Vartabedian Katz Hester & Haynes LLP	Candice Carson, Martin Sosland	Candice.carson@vkhh.com; martin.sosland@vkhh.com
Attorney for Clay County, Texas	Vartabedian Katz Hester & Haynes LLP	J. Robert Forshey, Mary Taylor Stanberry	Bobby.forshey@vkhh.com; Mary.stanberry@vkhh.com
Counsel for Citibank, N.A. and Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Jennifer Hardy	jhardy2@willkie.com
Counsel for Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Mark T. Stancil	mstancil@willkie.com
Counsel for Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Zain Syedain	zsyedain@willkie.com

Exhibit B

Exhibit B
Master Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Top 20 Unsecured Creditor	Arthur H. Litteken and Shirley D. Litteken	Shirley Litteken	377 Litteken Drive		Windthorst	TX	76389
Top 20 Unsecured Creditor	CAC Specialty		115 Office Park Drive		Birmingham	AL	35223
Citigroup Energy Inc.	Citigroup Energy Inc.	Franklin Perez	2700 Post Oak Blvd	Ste 400	Houston	TX	77056
Taxing Authority	Clay County Appraisal District		PO Box 108	101 E Omega St	Henrietta	TX	76365
Taxing Authority	Clay County Judge		214 N. Main		Henrietta	TX	76365
Top 20 Unsecured Creditor	CommTech		834 SE 34th Ave		Amarillo	TX	79103
Top 20 Unsecured Creditor	Edward C. Moer, Jr. and Debra K. Moer	Edward Moer, Jr.	2196 Cobb Rd.		Windthorst	TX	76389
IRS	Internal Revenue Service	Centralized Insolvency Operation	PO Box 7346		Philadelphia	PA	19101-7346
Top 20 Unsecured Creditor	Kaye Schreiber Nichols, Bob Schreiber and Paule A. Schreiber	Kaye Nichols	15823 FM 172		Scotland	TX	76389
Top 20 Unsecured Creditor	McGuire Woods		800 E. Canal Street		Richmond	VA	23219
Top 20 Unsecured Creditor	Prairie Grove Ranch Partnership, LLC	Michael Garrett	1999 McKinney Ave.	Suite 408	Dallas	TX	75201
Top 20 Unsecured Creditor	Risk Work		220 Roxbury Ln		Noblesville	IN	46062
Top 20 Unsecured Creditor	Robert E. Steinberger, Sr. and Carolyn Sue Cox Steinberger	Robert Steinberger, Sr.	PO Box 68		Windthorst	TX	76389
Top 20 Unsecured Creditor	Safety Kleen		42 Longwater Dr.		Norwell	MA	02061
Shannon Wind Holdings, LLC	Shannon Wind Holdings, LLC	c/o The Corporation Trust Company	Registered Agent	1209 Orange St	Wilmington	DE	19801
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts	Attn Bankruptcy Section	Lyndon B Johnson State Office Building	111 East 17th St	Austin	TX	78774
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts		PO Box 13528, Capitol Station		Austin	TX	78711-3528
Top 20 Unsecured Creditor	True Steel		19380 E 159 Rd		Ada	OK	74820
US Attorney General	US Department of Justice	US Attorney General	950 Pennsylvania Avenue NW		Washington	DC	20530-0001

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]	

CERTIFICATE OF SERVICE

I, Scott M. Ewing, depose and say that I am employed by Kurtzman Carson Consultants, LLC dba Verita Global ("Verita"), the claims and noticing agent for the Debtor in the above-captioned case.

On May 1, 2026, at my direction and under my supervision, employees of Verita caused to be served the following documents via Electronic Mail upon the service list attached hereto as **Exhibit A**; and via Overnight Mail upon the service list attached hereto as **Exhibit B**:

- **Debtor's Application for Entry of an Order (I) Further Extending the Deadline for the Debtor to Comply with Section 345(b) of the Bankruptcy Code; and (II) Granting Related Relief** [Docket No. 151]
- **Notice of Schedule Supplement to Stalking Horse Agreement** [Docket No. 152]
- **Debtor's Motion for Entry of an Order (I) Extending the Deadline by Which the Debtor Must Assume or Reject Unexpired Leases of Nonresidential Real Property and (II) Granting Related Relief** [Docket No. 153]

Furthermore, on May 1, 2026, at my direction and under my supervision, employees of Verita caused to be served the following document via Electronic Mail upon the service list attached hereto as **Exhibit C**; and via First Class Mail upon the service list attached hereto as **Exhibit D**:

- **Debtor's Application for Entry of an Order (I) Further Extending the Deadline for the Debtor to Comply with Section 345(b) of the Bankruptcy Code; and (II) Granting Related Relief** [Docket No. 151]

[1] The last four digits of the Debtor's federal tax identification number are 3562. For the purpose of this chapter 11 case, the Debtor's address is 1920 McKinney Ave, Suite 950, Dallas, TX, 75201. Additional information regarding the Debtor's case can be found on the website of the Debtor's proposed claims and noticing agent at https://www.veritaglobal.net/shannon.

26901242605060000000000001

Furthermore, on May 1, 2026, at my direction and under my supervision, employees of Verita caused to be served the following document via Electronic Mail upon the service list attached hereto as **Exhibit E**; and via First Class Mail upon the service list attached hereto as **Exhibit F**:

- **Debtor's Motion for Entry of an Order (I) Extending the Deadline by Which the Debtor Must Assume or Reject Unexpired Leases of Nonresidential Real Property and (II) Granting Related Relief** [Docket No. 153]

Dated: May 6, 2026

/s/ Scott M. Ewing
Scott M. Ewing
Verita
222 N Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245
Tel 310.823.9000

Exhibit A

Exhibit A
Master Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Top 20 Unsecured Creditor	Alliant Insurance Services	Allie Eans	allie.eans@alliant.com
Counsel for GE Renewable Energy, LLC	Baker, Donelson, Bearman, Caldwell & Berkowitz, PC	Susan C. Mathews	smathews@bakerdonelson.com
Top 20 Unsecured Creditor	CAMS Renewables		cams_ar@camstex.com
Attorney for Claimant	Clay County Appraisal District	c/o Perdue, Brandon, Fielder, Collins & Mott, L.L.P	wichitafalls@pbfcm.com
Top 20 Unsecured Creditor	Douglas J. Wolf and Betty S. Wolf	Douglas Wolf	djwolf14@yahoo.com
Top 20 Unsecured Creditor	Jerome T. Horn, Vergie M. Horn, and Kevin Horn	Jerome Horn	may.hope@yahoo.com; horntanks@yahoo.com
Top 20 Unsecured Creditor	Lloyd A. Wolf, Sr.	Lloyd Wolf	ka8933@aol.com
Lotus Infrastructure Partners	Lotus Infrastructure Partners	Himanshu Saxena	hsaxena@lotuspartners.com
Top 20 Unsecured Creditor	Michael L. Garrett and Antoinette I. Garrett Trustees of the Garrett Family Trust	Michael Garrett	garrettm@swbell.net
Top 20 Unsecured Creditor	Robert Alvin Shroeder and Rebecca Lynn Schroeder	Robert Schroeder	BOGEY_41@hotmail.com
Top 20 Unsecured Creditor	Tenaska	Brook Leonard	bleonard@tnsk.com
Top 20 Unsecured Creditor	Terrence Lee Schroeder and Scotta Lea Schroeder		wds@comcell.net
United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas		usatxs.civilnotice@usdoj.gov
Office of the U.S. Trustee for the Southern District of Texas (Houston Division)	US Trustee for the Southern District of Texas	Andrew Jimenez, Christopher Ross Travis	andrew.jimenez@usdoj.gov; C.Ross.Travis@usdoj.gov; USTPRegion07.HU.ECF@USDOJ.GOV
Attorney for Clay County, Texas	Vartabedian Katz Hester & Haynes LLP	Candice Carson, Martin Sosland	Candice.carson@vkhh.com; martin.sosland@vkhh.com
Attorney for Clay County, Texas	Vartabedian Katz Hester & Haynes LLP	J. Robert Forshey, Mary Taylor Stanberry	Bobby.forshey@vkhh.com; Mary.stanberry@vkhh.com
Counsel for Citibank, N.A. and Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Jennifer Hardy	jhardy2@willkie.com
Counsel for Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Mark T. Stancil	mstancil@willkie.com
Counsel for Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Zain Syedain	zsyedain@willkie.com

Exhibit B

Exhibit B
Master Service List
Served via Overnight Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Top 20 Unsecured Creditor	Arthur H. Litteken and Shirley D. Litteken	Shirley Litteken	377 Litteken Drive		Windthorst	TX	76389
Top 20 Unsecured Creditor	CAC Specialty		115 Office Park Drive		Birmingham	AL	35223
Citigroup Energy Inc.	Citigroup Energy Inc.	Franklin Perez	2700 Post Oak Blvd	Ste 400	Houston	TX	77056
Taxing Authority	Clay County Appraisal District		PO Box 108	101 E Omega St	Henrietta	TX	76365
Taxing Authority	Clay County Judge		214 N. Main		Henrietta	TX	76365
Top 20 Unsecured Creditor	CommTech		834 SE 34th Ave		Amarillo	TX	79103
Top 20 Unsecured Creditor	Edward C. Moer, Jr. and Debra K. Moer	Edward Moer, Jr.	2196 Cobb Rd.		Windthorst	TX	76389
IRS	Internal Revenue Service	Centralized Insolvency Operation	2970 Market St		Philadelphia	PA	19104
Top 20 Unsecured Creditor	Kaye Schreiber Nichols, Bob Schreiber and Paule A. Schreiber	Kaye Nichols	15823 FM 172		Scotland	TX	76389
Top 20 Unsecured Creditor	McGuire Woods		800 E. Canal Street		Richmond	VA	23219
Top 20 Unsecured Creditor	Prairie Grove Ranch Partnership, LLC	Michael Garrett	1999 McKinney Ave.	Suite 408	Dallas	TX	75201
Top 20 Unsecured Creditor	Risk Work		220 Roxbury Ln		Noblesville	IN	46062
Top 20 Unsecured Creditor	Robert E. Steinberger, Sr. and Carolyn Sue Cox Steinberger	Robert Steinberger, Sr.	PO Box 68		Windthorst	TX	76389
Top 20 Unsecured Creditor	Safety Kleen		42 Longwater Dr.		Norwell	MA	02061
Shannon Wind Holdings, LLC	Shannon Wind Holdings, LLC	c/o The Corporation Trust Company	Registered Agent	1209 Orange St	Wilmington	DE	19801
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts	Attn Bankruptcy Section	Lyndon B Johnson State Office Building	111 East 17th St	Austin	TX	78774
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts		PO Box 13528, Capitol Station		Austin	TX	78711-3528
Top 20 Unsecured Creditor	True Steel		19380 E 159 Rd		Ada	OK	74820
US Attorney General	US Department of Justice	US Attorney General	950 Pennsylvania Avenue NW		Washington	DC	20530-0001

Exhibit C

Exhibit C
Banks Service List
Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
Citi Bank	Ashish Sood	ashish.sood@citi.com
Citibank, N.A.	Attn Angelica Ramirez	angelica1.ramirez@citi.com
Citibank, N.A.	c/o Alston and Bird LLP	brad.johnson@alston.com
Wilmington Trust, N.A.	Steve Barrone	SBarone@wilmingtontrust.com

Exhibit D

Exhibit D
Banks Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Citi Bank	Ashish Sood	480 Washington Blvd.	16th Floor	Jersey City	NJ	07310
Citibank, N.A.	Attn Angelica Ramirez	388 Greenwich Street 14th Floor		New York	NY	10013
Citibank, N.A.	c/o Alston and Bird LLP	Attn Bradley H. Johnson	1120 South Tryon Street Suite 300	Charlotte	NC	28203
Wilmington Trust, N.A.	Steve Barrone	PO Box 8955		Wilmington	DE	19899-8955

Exhibit E

Exhibit E
Lease Counterparties Service List
Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
Cletus J. Schroeder and Darla J. Schroeder	Cletus Schroeder	DJS_111651@YAHOO.COM
Douglas J. Wolf and Betty S. Wolf	Douglas Wolf	djwolf14@yahoo.com
Jerome T. Horn, Vergie M. Horn, and Kevin Horn	Jerome Horn	may.hope@yahoo.com; horntanks@yahoo.com
Lloyd A. Wolf, Sr.	Lloyd Wolf	ka8933@aol.com
Michael Dale Jackson and Judy Kay Jackson	Michael Jackson	MJJACKSON16@HOTMAIL.COM
Michael L. Garrett and Antoinette I. Garrett Trustees of the Garrett Family Trust	Michael Garrett	garrettm@swbell.net
Robert Alvin Shroeder and Rebecca Lynn Schroeder	Robert Schroeder	BOGEY_41@hotmail.com
Terrence Lee Schroeder and Scotta Lea Schroeder		wds@comcell.net

Exhibit F

Exhibit F
Lease Counterparties Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Cletus J. Schroeder and Darla J. Schroeder	Cletus Schroeder	2824 FM 2581		Windthorst	TX	76389
David Lynn Jackson and Cheryl Dawne Jackson	David Jackson	3722 US HWY 287 S		Henrietta	TX	76365
Douglas J. Wolf and Betty S. Wolf	Douglas Wolf	411 Wolf Lane		Windthorst	TX	76389
Jerome T. Horn, Vergie M. Horn, and Kevin Horn	Jerome Horn	219 Virgie Lane		Windthorst	TX	76389
Jimmy M. Horn	Jimmy Horn	219 Virgie Ln.		Windthorst	TX	76389
Joey R. Horn and Jessica Juan Wang	Joey Horn	219 Virgie Ln.		Windthorst	TX	76389
Lloyd A. Wolf, Sr.	Lloyd Wolf	110 Parker Rd.		Wichita Falls	TX	76310
Michael Dale Jackson and Judy Kay Jackson	Michael Jackson	19556 FM 1148		Graham	TX	76450
Michael L. Garrett and Antoinette I. Garrett Trustees of the Garrett Family Trust	Michael Garrett	1999 McKinney Ave.	Suite 408	Dallas	TX	75201
Robert Alvin Shroeder and Rebecca Lynn Schroeder	Robert Schroeder	317 Shroeder Lane		Windthorst	TX	76389
Teddy W. Conrady and Adanna J. Conrady	Teddy Conrady	1159 C BAR RD		Windthorst	TX	76389
Terrence Lee Schroeder and Scotta Lea Schroeder		PO Box 14		Windthorst	TX	76389

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]	

CERTIFICATE OF SERVICE

I, Scott M. Ewing, depose and say that I am employed by Kurtzman Carson Consultants, LLC dba Verita Global ("Verita"), the claims and noticing agent for the Debtor in the above-captioned case.

On May 15, 2026, at my direction and under my supervision, employees of Verita caused to be served the following document via Electronic Mail upon the service lists attached hereto as **Exhibit A** and **Exhibit B**; via Overnight Mail upon the service lists attached hereto as **Exhibit C** and **Exhibit D**; and via First Class Mail upon the service list attached hereto as **Exhibit E**:

- **Notice of Cancellation of Auction** [Docket No. 184]

Dated: May 18, 2026

/s/ Scott M. Ewing
Scott M. Ewing
Verita
222 N Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245
Tel 310.823.9000

[1] The last four digits of the Debtor's federal tax identification number are 3562. For the purpose of this chapter 11 case, the Debtor's address is 1920 McKinney Ave, Suite 950, Dallas, TX, 75201. Additional information regarding the Debtor's case can be found on the website of the Debtor's proposed claims and noticing agent at https://www.veritaglobal.net/shannon.

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Exhibit A

Exhibit A
Master Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Top 20 Unsecured Creditor	Alliant Insurance Services	Allie Eans	allie.eans@alliant.com
Counsel for GE Renewable Energy, LLC	Baker, Donelson, Bearman, Caldwell & Berkowitz, PC	Susan C. Mathews	smathews@bakerdonelson.com
Top 20 Unsecured Creditor	CAMS Renewables		cams_ar@camstex.com
Attorney for Claimant	Clay County Appraisal District	c/o Perdue, Brandon, Fielder, Collins & Mott, L.L.P	wichitafalls@pbfcm.com
Top 20 Unsecured Creditor	Douglas J. Wolf and Betty S. Wolf	Douglas Wolf	djwolf14@yahoo.com
Attorneys for1370 Clean Energy LLC	Gibson, Dunn & Crutcher LLP	Jason Zachary Goldstein, Robert E. Fitzgerald	JGoldstein@gibsondunn.com; RFitzgerald@gibsondunn.com
Attorneys for1370 Clean Energy LLC	Gibson, Dunn & Crutcher LLP	Pleasant Garner	PGarner@gibsondunn.com
Top 20 Unsecured Creditor	Jerome T. Horn, Vergie M. Horn, and Kevin Horn	Jerome Horn	may.hope@yahoo.com; horntanks@yahoo.com
Top 20 Unsecured Creditor	Lloyd A. Wolf, Sr.	Lloyd Wolf	ka8933@aol.com
Lotus Infrastructure Partners	Lotus Infrastructure Partners	Himanshu Saxena	hsaxena@lotuspartners.com
Top 20 Unsecured Creditor	Michael L. Garrett and Antoinette I. Garrett Trustees of the Garrett Family Trust	Michael Garrett	garrettm@swbell.net
Top 20 Unsecured Creditor	Robert Alvin Shroeder and Rebecca Lynn Schroeder	Robert Schroeder	BOGEY_41@hotmail.com
Top 20 Unsecured Creditor	Tenaska	Brook Leonard	bleonard@tnsk.com
Top 20 Unsecured Creditor	Terrence Lee Schroeder and Scotta Lea Schroeder		wds@comcell.net
United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas		usatxs.civilnotice@usdoj.gov
Office of the U.S. Trustee for the Southern District of Texas (Houston Division)	US Trustee for the Southern District of Texas	Andrew Jimenez, Christopher Ross Travis	andrew.jimenez@usdoj.gov; C.Ross.Travis@usdoj.gov; USTPRegion07.HU.ECF@USDOJ.GOV
Attorney for Clay County, Texas	Vartabedian Katz Hester & Haynes LLP	Candice Carson, Martin Sosland	Candice.carson@vkhh.com; martin.sosland@vkhh.com
Attorney for Clay County, Texas	Vartabedian Katz Hester & Haynes LLP	J. Robert Forshey, Mary Taylor Stanberry	Bobby.forshey@vkhh.com; Mary.stanberry@vkhh.com
Counsel for Citibank, N.A. and Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Jennifer Hardy	jhardy2@willkie.com
Counsel for Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Mark T. Stancil	mstancil@willkie.com
Counsel for Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Zain Syedain	zsyedain@willkie.com

Exhibit B

Exhibit B
Contract Counterparties Service List
Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
Alliant Insurance Services	Allie Eans	allie.eans@alliant.com
CAMS Bluewire		cams_ar@camstex.com
CAMS Renewables		cams_ar@camstex.com
Douglas J. Wolf and Betty S. Wolf	Douglas Wolf	djwolf14@yahoo.com
ESE Partners LLC	Kathryn OGorman	kathryn@esepartners.com
Homeland Insurance Company of New York	Samantha Disabella, SVP Underwriting	sdisabella@cyberresilience.com
J-A-C Electric Cooperative Inc.	Donna Bullinger	dbullinger@jacelectric.com
Jerome T. Horn, Vergie M. Horn, and Kevin Horn	Jerome Horn	may.hope@yahoo.com; horntanks@yahoo.com
Lloyd A. Wolf, Sr.	Lloyd Wolf	ka8933@aol.com
Michael Dale Jackson and Judy Kay Jackson	Michael Jackson	MJJACKSON16@HOTMAIL.COM
Michael L. Garrett and Antoinette I. Garrett Trustees of the Garrett Family Trust	Michael Garrett	garrettm@swbell.net
Prairie Grove Ranch Partnership, LLC	Michael Garrett	GARRETTM@SWBELL.NET
Robert Alvin Shroeder and Rebecca Lynn Schroeder	Robert Schroeder	BOGEY_41@hotmail.com
Tenaska	Brook Leonard	bleonard@tnsk.com
Tenaska Power Services Co	Brook Leonard	bleonard@tnsk.com
Terrence Lee Schroeder and Scotta Lea Schroeder		wds@comcell.net
United Specialty Underwriters	c/o PPS Specialty Underwriters, Inc.	mjahnke@pps-su.com
Vartabedian Katz Hester & Haynes LLP	J. Robert Forshey, Mary Taylor Stanberry	Bobby.forshey@vkhh.com; Mary.stanberry@vkhh.com
Vartabedian Katz Hester & Haynes LLP	Candice Carson, Martin Sosland	Candice.carson@vkhh.com; martin.sosland@vkhh.com

Exhibit C

Exhibit C
Contract Counterparties Service List
Served via Overnight Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
AFCO Credit Corporation		150 N. Field Drive	Suite 190	Lake Forest	IL	60045
Alliant Insurance Services	Allie Eans	125 High Street	Suite 2205	Boston	MA	02110
Arthur H. Litteken and Shirley D. Litteken	Shirley Litteken	377 Litteken Drive		Windthorst	TX	76389
Brazos Electric Power Cooperative, Inc.	Don McKelvain	7616 Bagby Ave.		Waco	TX	76712
Brazos Electric Power Cooperative, Inc.	Don McKelvain	P.O. Box 2585		Waco	TX	76702-2585
CAMS Bluewire		910 Louisana St.	Ste. 2400	Houston	TX	77002
CAMS Renewables		910 Louisana St.	Ste. 2400	Houston	TX	77002
Clay County Judge	Attn County Judge, County of Clay Texas	214 N. Main		Henrietta	TX	76365
Cletus J. Schroeder and Darla J. Schroeder	Cletus Schroeder	2824 FM 2581		Windthorst	TX	76389
Comcell Community		PO Box 130		Windthorst	TX	76389-0130
Cummings Westlake LLC	Attn Greg Maxim, Partner	16410 N. Eldridge Pkwy		Tomball	TX	77377-9074
Daves Bug Pro LLC		PO Box 9486		Wichita Falls	TX	76308
David Lynn Jackson and Cheryl Dawne Jackson	David Jackson	3722 US HWY 287 S		Henrietta	TX	76365
Douglas J. Wolf and Betty S. Wolf	Douglas Wolf	411 Wolf Lane		Windthorst	TX	76389
Edward C. Moer, Jr. and Debra K. Moer	Edward Moer, Jr.	2196 Cobb Rd.		Windthorst	TX	76389
Edward Veitenheimer Sr.		574 Wyatt Road		Windthorst	TX	76389
Enterprise Crude Pipeline LLC	Attn Jay Johnson	9420 West Sam Houston Parkway North		Houston	TX	77064-6317
ERCOT		8000 Metropolis Drive	Building E, Suite 100	Austin	TX	78744
ESE Partners LLC	Kathryn OGorman	2002 West Grand Pkwy North	Suite 140	Katy	TX	77449
Federal Insurance Company (Chubb)	Victoria OKeefe, Northeast Regional Manager	5400 Lyndon B Johnson Freeway	Suite 700	Dallas	TX	75240
First Insurance		450 Skokie Blvd	Ste 1000	Northbrook	IL	60062
GE Vernova		1 River Road		Schenectady	NY	12345
General Electric Company	Attn Robert Karl	1 River Road		Schenectady	NY	12345
Homeland Insurance Company of New York	Samantha Disabella, SVP Underwriting	275 Madison Ave. Ste. 902		New York	NY	10016
J-A-C Electric Cooperative Inc.	Donna Bullinger	1784 FM 172		Henrietta	TX	76365-7108
J-A-C Electric Cooperative, Inc.	Attn Melvin Kim	1784 FM 172		Henrietta	TX	76365

Exhibit C
Contract Counterparties Service List
Served via Overnight Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Jerome T. Horn, Vergie M. Horn, and Kevin Horn	Jerome Horn	219 Virgie Lane		Windthorst	TX	76389
Jimmy M. Horn	Jimmy Horn	219 Virgie Ln.		Windthorst	TX	76389
Joey R. Horn and Jessica Juan Wang	Joey Horn	219 Virgie Ln.		Windthorst	TX	76389
Kaye Schreiber Nichols, Bob Schreiber and Paule A. Schreiber	Kaye Nichols	15823 FM 172		Scotland	TX	76389
Lloyd A. Wolf, Sr.	Lloyd Wolf	110 Parker Rd.		Wichita Falls	TX	76310
Michael Dale Jackson and Judy Kay Jackson	Michael Jackson	19556 FM 1148		Graham	TX	76450
Michael L. Garrett and Antoinette I. Garrett Trustees of the Garrett Family Trust	Michael Garrett	1999 McKinney Ave.	Suite 408	Dallas	TX	75201
Midway ISD	Attn Hollis Adams	12142 State Hwy 148		South Henrietta	TX	76365-7210
Moore-McNeil		PO Box 843164		Dallas	TX	75284
ONCOR Electric Delivery Company, LLC	Les Hall	2233 B Mountain Creek Parkway		Dallas	TX	75211-6711
Prairie Grove Ranch Partnership, LLC	Michael Garrett	1999 MCKINNEY AVE	STE. 408	Dallas	TX	75201
Risk Work		220 Roxbury Ln		Noblesville	IN	46062
Robert Alvin Shroeder and Rebecca Lynn Schroeder	Robert Schroeder	317 Shroeder Lane		Windthorst	TX	76389
Robert E. Steinberger, Sr. and Carolyn Sue Cox Steinberger	Robert Steinberger, Sr.	PO Box 68		Windthorst	TX	76389
Safety Kleen		42 Longwater Dr.		Norwell	MA	02061
Teddy W. Conrady and Adanna J. Conrady	Teddy Conrady	1159 C BAR RD		Windthorst	TX	76389
Tenaska Power Services Co	Brook Leonard	14302 FNB Parkway		Omaha	NE	68154
Tenaska Power Services Co.	Attn Director Contract Administration	1701 E. Lamar Boulevard, Suite 100		Arlington	TX	76006
Terrence Lee Schroeder and Scotta Lea Schroeder		PO Box 14		Windthorst	TX	76389
United Specialty Underwriters	c/o PPS Specialty Underwriters, Inc.	Attn Monika Jahnke, President/CUO	26895 Aliso Creek Rd. #B-70	Aliso Viejo	CA	92656
Vartabedian Katz Hester & Haynes LLP	Candice Carson, Martin Sosland	2200 Ross Avenue, Suite 4200W		Dallas	TX	75201

Exhibit C
Contract Counterparties Service List
Served via Overnight Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Vartabedian Katz Hester & Haynes LLP	J. Robert Forshey, Mary Taylor Stanberry	301 Commerce Street, Suite 2200		Fort Worth	TX	76102
Waste Connection		PO Box 819, DISTRICT NO. 5187		Iowa Park	TX	76367-0819
WaterPro Inc.		PO Box 3277		Lubbock	TX	79452
Whitaker Services		P.O. Box 713		Archer City	TX	76351

Exhibit D

Exhibit D
Prepetition Secured Party Service List
Served via Overnight Mail

CreditorName	Address1	Address2	City	State	Zip
Citibank NA as admin & collateral agent and Citigroup Energy Inc	480 Washington Blvd	16th Floor	Jersey City	NJ	07310

Exhibit E

Exhibit E
Master Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Top 20 Unsecured Creditor	CAC Specialty		115 Office Park Drive		Birmingham	AL	35223
Citigroup Energy Inc.	Citigroup Energy Inc.	Franklin Perez	2700 Post Oak Blvd	Ste 400	Houston	TX	77056
Taxing Authority	Clay County Appraisal District		PO Box 108	101 E Omega St	Henrietta	TX	76365
Top 20 Unsecured Creditor	CommTech		834 SE 34th Ave		Amarillo	TX	79103
IRS	Internal Revenue Service	Centralized Insolvency Operation	PO Box 7346		Philadelphia	PA	19101-7346
Top 20 Unsecured Creditor	McGuire Woods		800 E. Canal Street		Richmond	VA	23219
Shannon Wind Holdings, LLC	Shannon Wind Holdings, LLC	c/o The Corporation Trust Company	Registered Agent	1209 Orange St	Wilmington	DE	19801
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts	Attn Bankruptcy Section	Lyndon B Johnson State Office Building	111 East 17th St	Austin	TX	78774
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts		PO Box 13528, Capitol Station		Austin	TX	78711-3528
Top 20 Unsecured Creditor	True Steel		19380 E 159 Rd		Ada	OK	74820
US Attorney General	US Department of Justice	US Attorney General	950 Pennsylvania Avenue NW		Washington	DC	20530-0001

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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]	

DECLARATION OF JOHN SHEPHERD IN SUPPORT OF (I) FINAL APPROVAL OF THE DISCLOSURE STATEMENT AND (II) CONFIRMATION OF THE PLAN

I, John Shepherd, pursuant to 28 U.S.C. § 1746, hereby declare that the following is true to the best of my knowledge, information, and belief:

1. I am the chief restructuring officer ("**CRO**") of Shannon Wind, LLC ("**Shannon Wind**" or the "**Debtor**").

2. I am over the age of 18 and authorized to submit this declaration (this "**Declaration**") on behalf of the Debtor. Currently, I am a Senior Managing Director in the Turnaround and Restructuring group at Accordion Partners, LLC ("**Accordion**"). Accordion is the financial advisor for the Debtor in this chapter 11 case.

3. I have over 30 years' worth of experience in energy private equity, corporate finance, strategy, corporate development, mergers and acquisitions and corporate restructuring. I have held numerous senior positions and served on the board of directors for several energy companies. Throughout my career, I have garnered significant transactional, advisory, and

[1] The last four digits of the Debtor's federal tax identification number are 3562. For the purpose of this chapter 11 case, the Debtor's address is 1920 McKinney Ave, Suite 950, Dallas, TX, 75201. Additional information regarding the Debtor's case can be found on the website of the Debtor's claims and noticing agent at https://www.veritaglobal.net/shannon.

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management experience spanning the full spectrum of the energy industry, including oil and gas, energy infrastructure, oilfield services, power and renewable energy.

4. In my capacity as CRO of the Debtor, I am familiar with the facts and circumstances set forth herein, which, except as otherwise noted, are based on my actual knowledge as well as information and advice provided to me by the Debtor's independent contractors and certain of its professionals and advisors. I am generally familiar with the Debtor's business, financial condition, day-to-day operations, and the circumstances leading to the commencement of this chapter 11 case.

5. In my capacity as CRO of the Debtor, I have maintained active oversight of the bankruptcy process and am familiar with the terms and conditions of the *Combined Disclosure Statement and Chapter 11 Plan* [Docket No. 141] (as amended or modified from time to time, the "**Combined Disclosure Statement and Plan**")[2] submitted by the Debtor.

6. I believe, to the best of my knowledge, that the facts and circumstances set forth herein are true and correct. References to bankruptcy, the chapter 11 process, and related legal matters are based on my understanding of such in reliance on the explanation provided by counsel to the Debtor. If called upon to testify, I would testify competently to the facts set forth herein.

7. I submit this Declaration in support of final approval of the Disclosure Statement and confirmation of the Plan including all agreements and other documents set forth in certain supplements to the Plan. I have reviewed and am familiar with the Combined Plan and Disclosure Statement and the relief sought herein.

Background and Plan Summary

8. On January 25, 2026, (the "**Petition Date**"), the Debtor commenced this chapter 11 Case (the "**Chapter 11 Case**").

[2] Capitalized terms used but not otherwise defined herein have the meanings given to them in the Combined Disclosure Statement and Plan.

9. The Debtor stands poised to confirm the Plan that comes at the culmination of an orderly and efficient chapter 11 process that has resulted in a value-maximizing sale of substantially all the Debtor's assets.

10. Among other things, the Plan will facilitate: (a) the orderly distribution to creditors of the proceeds from the sale of the Debtor's assets; and (b) the wind down and dissolution of the Debtor's Estate.

11. I believe confirmation of the Plan and final approval of the Disclosure Statement is in the best interest of the Debtor and its stakeholders.

The Disclosure Statement Should be Approved

I. The Disclosure Statement Should be Approved on a Final Basis Under Section 1125 of the Bankruptcy Code.

12. I believe the Disclosure Statement contains "adequate information" for creditors to evaluate the Plan.

13. The Disclosure Statement includes a description of:

a. The key terms of the Plan;

b. The Debtor's history and business operations;

c. The Debtor's prepetition capital structure;

d. The Debtor's prepetition efforts to negotiate with creditors;

e. Certain events and relevant negotiations preceding the commencement of this Chapter 11 Case;

f. Key events during the Chapter 11 Case;

g. The Debtor's marketing efforts for the sale of assets or new equity and the Bidding Procedures Order;

h. Risk factors affecting the Plan and consummation of the Plan, and

i. Federal tax law consequences of the Plan.

14. I have read and assisted in the preparation of the Disclosure Statement. I believe that the Disclosure Statement is accurate in all manners and contains more than sufficient information to allow a creditor and interest holder to vote on the Plan.

15. Following the Bankruptcy Court's entry of the Conditional Approval and Procedures Order, I believe that the Debtor's Claims Agent solicited votes on the Plan consistent with the Bankruptcy Court-approved solicitation materials.

16. Other than negotiations regarding the Plan with the Prepetition Secured Parties, I understand that the Debtor did not solicit acceptances of the Plan from any Holder of a Claim or Interest before entry of the Conditional Approval and Procedures Order.

17. I believe that the Debtor at all times took appropriate actions in connection with the solicitation of the Plan in compliance with the Conditional Approval and Procedures Order and section 1125 of the Bankruptcy Code.

The Plan Satisfies the Requirements of Confirmation

18. I am aware of the applicable standards under which a plan may be confirmed. For the reasons detailed below, I believe the Plan satisfies the applicable Bankruptcy Code requirements for confirmation of a plan of liquidation. I have set forth the reasons for such belief below, except where such compliance is apparent on the face of the Plan, the Plan Supplement, or the related documents, or where it will be the subject of other testimony or evidence introduced at the Confirmation Hearing.

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II. The Plan Complies with the Applicable Provisions of the Bankruptcy Code – Section 1129(a)(1).

19. I understand that section 1129(a)(1) of the Bankruptcy Code requires a chapter 11 plan to comply with all applicable provisions of the Bankruptcy Code. As set forth below, I believe the Plan satisfies section 1129(a)(1) of the Bankruptcy Code.

A. Proper Classification of Claims and Interests – Section 1122.

20. I understand that section 1122 of the Bankruptcy Code permits a plan that may place a claim or interest in a particular class only if such claim or interest is substantially similar to the other claims or interests of such class.

34. I believe the Plan satisfies the requirements of Section 1122 of the Bankruptcy Code because the Plan places Claims and Interests into six separate Classes: (i) Class 1 (Priority Non Tax Claims); (ii) Class 2 (Other Secured Claims); (iii) Class 3 (Prepetition Secured Obligations Claims); (iv) Class 4 (General Unsecured Claims); (v) Class 5 (510(b)Claims)[3]; and, (vi) Class 6 (Existing Equity Interests).

21. The Claims and Interests in each Class differ from the Claims and Interests in each other Class on a legal or factual basis or based on other relevant criteria.

22. I believe that the Claims or Interests in each particular Class are substantially similar to the other Claims or Interests in each such Class, as all Claims and Interests within a Class have the same or similar rights against the Debtor. The distinctions among Classes are based on valid business, factual, and legal reasons warranting separate classification of the particular Claims or Interests into the Classes created under the Plan. For example, debt and equity are separately classified and secured debt is separately classified from unsecured debt. No unfair

[3] Class 5 is vacant and, pursuant to Section 6.3 of the Plan will be eliminated for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class.

discrimination exists between or among Holders of Claims or Interests. In general, the Plan's classification scheme follows the Debtor's capital structure.

23. Accordingly, I believe the Plan fully complies with and satisfies section 1122 of the Bankruptcy Code.

B. Specification of Classes, Impairment, and Treatment – Sections 1123(a)(1)-(3).

24. I understand that sections 1123(a)(1)–(3) of the Bankruptcy Code require that a chapter 11 plan specify in detail the classification of claims or interests, whether such claims or interests are unimpaired by the Plan, and the treatment of each class of claims or interests that is impaired. Articles III and IV of the Plan specify in detail the classification of the Claims and Interests, whether such Claims and Interests are Unimpaired under the Plan, and the treatment of each Class of Claims and Interests, including those that are Impaired. Accordingly, I believe the Plan fully complies with and satisfies sections 1123(a)(1)-(3) of the Bankruptcy Code.

C. Equal Treatment of Similarly Situated Claims and Interests.

25. I understand that section 1123(a)(4) of the Bankruptcy Code requires that a chapter 11 plan provide the same treatment to each claim or interest of a particular class. I believe the Plan meets this requirement because, under Article IV of the Plan, Holders of Allowed Claims or Interests will receive either the exact same rights and treatment as all other Holders of Allowed Claims or Interests within Holders' respective Class, or the same opportunity to receive equal treatment, except as otherwise agreed to by a Holder of a particular Claim or Interest.

26. Therefore, I believe that the Plan provides for equal treatment of similarly situated Claims and Interests and fully complies with and satisfies section 1123(a)(4) of the Bankruptcy Code.

D. Means of Implementation.

27. I understand that section 1123(a)(5) of the Bankruptcy Code requires that a chapter 11 plan provide adequate means for a plan's implementation. I believe that the Plan, together with the effectuating documents included in the Plan Supplement and the Sale Documents satisfy this requirement. The Plan sets forth the means for implementation of the Plan and transactions underlying the Plan, including, among other things:

a. the general settlement of Claims and Interests (see Plan, at Article IV);

b. sources of consideration for Plan distributions (see Plan, at Article VIII);

c. the Sale Transaction (see Plan, at Article VIII);

d. the allowance and payment of Administrative Claims (see Plan, at Article II);

e. the Wind Down (see Plan, at Article VIII);

f. the creation of the Liquidation Trust (see Plan, at Article VIII);

g. the claims reconciliation process (see Plan, at Article X);

h. the preservation of Causes of Action (see Plan, at Article VIII);

i. the cancellation of existing securities, agreements, and existing security interests (see Plan, at Article VIII);

j. the effectuation of documents and further transactions (see Plan, at Article VIII); and

k. the section 1146 exemption from certain taxes and fees (see Plan, at Article VIII).

28. The precise terms governing the execution of the Plan and related transactions are set forth in greater detail in the Plan, Sale Documents, and other applicable documents included in

the Plan Supplement. As a result, it is my belief that the Plan satisfies section 1123(a)(5) of the Bankruptcy Code.

E. Prohibition of Issuance of Non-Voting Stock – Section 1123

29. Given that the Debtor is proceeding with a sale transaction, the Plan does not contemplate issuance of any equity securities, including nonvoting equity securities, and therefore complies with section 1123(a)(6).

F. Selection of Officers and Directors – Section 1123(a)(7).

30. I understand that section 1123(a)(7) of the Bankruptcy Code requires that plan provisions with respect to the manner of selection of any director, officer, or trustee, or any other successor thereto, be "consistent with the interests of creditors and equity security holders and with public policy."

31. The Plan provides that Accordion Partners, LLC will be the Plan Administrator and sole manager of the Wind Down Debtor, which is consistent with applicable state law, the Bankruptcy Code, and the interests of creditors and equity security holders and with public policy in accordance with section 1123(a)(7). Further, in accordance with the Plan and section 1129(a)(5) of the Bankruptcy Code, the Debtor has disclosed this in the Plan

G. The Plan Complies with Section 1123(b) of the Bankruptcy Code.

32. I understand that section 1123(b) of the Bankruptcy Code sets forth permissive provisions that may be incorporated into a chapter 11 plan and, as discussed in more detail below, I believe the Plan is consistent with section 1123(b) of the Bankruptcy Code.

33. It is my understanding that the Plan complies with section 1123(b)(1) of the Bankruptcy Code as Articles III and IV of the Plan classify and describe the treatment of each

impaired and unimpaired Class. All impaired and unimpaired Classes are receiving appropriate treatment under the Plan.

34. It is my understanding that the Plan complies with section 1123(b)(2) of the Bankruptcy Code as Article XI of the Plan generally provides for the rejection of all Executory Contracts and Unexpired Leases upon the Effective Date, other than those which are assumed and assigned to the Successful Bidder pursuant to the Bidding Procedures Order, Sale Order, and applicable Sale Documents, or that are otherwise listed by the Debtor for assumption on the Plan Assumed Contracts List or any Supplemental Plan Assumed Contracts list. Additionally, I have been informed that the Debtor provided non-Debtor counterparties to the Executory Contracts and Unexpired Leases with appropriate notice of the potential assumption or assumption and assignment of Executory Contracts and Unexpired Leases. Accordingly, I believe the Plan satisfies sections 1123(b)(2) and 365 of the Bankruptcy Code.

35. Finally, it is my understanding that the release, exculpation, and injunction provisions of the Plan satisfy section 1123(b)(3) of the Bankruptcy Code for the reasons set forth in greater detail below.

H. Cure of Defaults – 1123(d)

36. Article XI of the Plan provides for the satisfaction of the Cure Amounts associated with each Executory Contract or Unexpired Lease to be assumed or assumed and assigned, as applicable. Specifically, the Debtor shall pay the Cure amounts, if any, as indicated on the Cure notices distributed to the counterparties of assumed Executory Contracts and Unexpired Leases. Any disputed Cure Amount will be determined in accordance with the procedures set forth in such notice, the Bidding Procedures Order, or the Plan.

37. I understand that section 1123(d) of the Bankruptcy Code provides that "if it is

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proposed in a plan to cure a default the amount necessary to cure the default shall be determined in accordance with the underlying agreement and applicable nonbankruptcy law."

38. I believe the Plan complies with section 1123(d) of the Bankruptcy Code. The Plan provides that the Debtor will pay the Cure amounts, if any, upon assumption, or assumption and assignment, of the underlying Executory Contract or Unexpired Lease.

I. The Debtor Complied with the Solicitation Requirements of the Bankruptcy Code – Section 1129(a)(2).

39. I understand that section 1129(a)(2) of the Bankruptcy Code requires that plan proponents comply with the applicable provisions of the Bankruptcy Code and, in that regard, is specifically intended to ensure compliance with the disclosure and solicitation requirements set forth in sections 1125 and 1126 of the Bankruptcy Code. Based on my review of the information provided by the Debtor's advisors, I believe that the Debtor has complied with sections 1125 and 1126 of the Bankruptcy Code, and has thus complied with section 1129(a)(2) of the Bankruptcy Code.

40. I understand that the Debtor solicited acceptances of the Plan only from the Holders of Claims and Interests in the voting classes, which are the only Classes that are Impaired and entitled to vote on the Plan. In addition, it is my understanding that the Debtor did not solicit votes to accept or reject the Plan from the Holders of Claims and Interests in the non-voting Classes, as I have been advised by counsel that the non-voting Classes are either (a) unimpaired and, therefore, deemed to have accepted the Plan or (b) impaired and presumed to have rejected the Plan.

41. I understand that holders of an impaired class of claims or interests must vote in favor of a plan by at least two-thirds in amount and more than one-half in number of the allowed claims, or interests, of such class to accept the plan. Class 3 and Class 4 are impaired under the Plan and have voted to accept the Plan. Based on the foregoing, the requirements of sections 1125

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and 1126 of the Bankruptcy Code have been satisfied, and thus, the Debtor has satisfied the requirements of section 1129(a)(2) of the Bankruptcy Code.

J. The Debtor Proposed the Plan in Good Faith – Section 1129(a)(3).

42. The Plan, and all related documents were negotiated, proposed, and entered into by the Debtor and the respective parties thereto without any collusion, fraud, or attempt to take unfair advantage of any party. The Plan itself and the process leading to its formulation provides independent evidence of the Debtor's and supporting creditors' good faith, serves the public interest, and assures fair treatment of Holders of Claims and Interests. I further understand that the Plan will achieve a result consistent with the objectives and purposes of section 1129(a)(3) of the Bankruptcy Code. As such, I believe the Plan was proposed in good faith, with the legitimate and honest purpose of maximizing the value of the Debtor's Estate and maximizing the recoveries of all stakeholders

K. Payment of Professional Fees and Expenses are Subject to Bankruptcy Court Approval – Section 1129(a)(4).

43. I understand that section 1129(a)(4) of the Bankruptcy Code requires that certain fees and expenses paid by the plan proponent, a debtor, or a person receiving distributions of property under the plan, be approved by the Bankruptcy Court or remain subject to approval by the Bankruptcy Court as reasonable. The Plan provides that Professional Fee Claims incurred through the Confirmation Date and corresponding payments are subject to prior Bankruptcy Court approval and the reasonableness requirements under sections 328 or 330 of the Bankruptcy Code. Moreover, Article II of the Plan provides that all fees of retained professionals must be approved by the Court pursuant to final fee applications, to be filed no later than forty-five (45) days after the Effective Date, thereby providing an adequate period of time for interested parties to review such Professional Fee Claims.

44. Accordingly, I believe that Plan complies with the requirements of section 1129(a)(4) of the Bankruptcy Code.

L. Compliance with Governance Disclosure Requirements – Section 1129(a)(5).

45. I understand that section 1129(a)(5) of the Bankruptcy Code requires (i) that a plan proponent disclose the identity and affiliation of any individual proposed to serve as a director or officer of the debtor or a successor thereto under a chapter 11 plan, (ii) that the appointment or continuance of such officers and directors be consistent with the interests of creditors and equity security holders and with public policy, and (iii) that a plan proponent disclose the identities or affiliations of insiders to be employed or retained by the reorganized debtor as directors and officers and the nature of any compensation for such insider. The Plan provides that Accordion Partners, LLC will be the Plan Administrator and sole manager of the Wind Down Debtor, as well as trustee for the Liquidation Trust. As such, I believe the Debtor has satisfied the requirements of section 1129(a)(5) of the Bankruptcy Code.

M. Government Regulatory Approval of Rate Changes – Section 1129(a)(6).

46. I understand that section 1129(a)(6) of the Bankruptcy Code permits confirmation only if any regulatory commission that has or will have jurisdiction over a debtor after confirmation has approved any rate change provided for in the plan. The Plan does not contemplate a rate change that is subject to regulatory review. Thus, I believe that section 1129(a)(6) of the Bankruptcy Code is inapplicable to the Chapter 11 Case.

N. Best Interests Test – Section 1129(a)(7).

47. I understand that section 1129(a)(7) of the Bankruptcy Code requires that any chapter 11 plan must satisfy the "best interests of creditors" test, which provides that each holder of an impaired claim or interest either (a) accept the plan or (b) receive or retain under the plan property of a value, as of the petition date, that is not less than the value such holder would receive

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if the debtor was liquidated under chapter 7 of the Bankruptcy Code. Section 1129(a)(7) of the Bankruptcy Code makes clear, the best interests test applies only to holders of non-accepting impaired claims or interests.

48. Accordion prepared the Liquidation Analysis, which estimates recoveries for Holders of Claims in each Class under the Plan.[4] I personally oversaw the preparation of the Liquidation Analysis and worked closely with Accordion professionals in its development. I am familiar with the methods used and the conclusions reached in the preparation of the Liquidation Analysis.

49. Based on my involvement in the preparation of the Liquidation Analysis and my experience as a restructuring advisor, I believe that the methodology used to prepare the Liquidation Analysis is reasonable and reliable. The Liquidation Analysis was based on a variety of assumptions, which are detailed in the notes to the Liquidation Analysis, and which I believe are reasonable under the circumstances. The Liquidation Analysis represents an estimate of recovery values and percentages based upon a hypothetical liquidation if the Debtor's Chapter 11 Case were converted by the Bankruptcy Court to a proceeding under chapter 7 of the Bankruptcy Code and the chapter 7 trustee proceeded to convert the Debtor's assets into cash, which I believe is a good-faith and reasonable estimate of what creditors would recover in a hypothetical chapter 7 liquidation scenario.

50. As demonstrated by the Liquidation Analysis, I believe that upon the Effective Date, the Plan will provide all Holders of Claims or Interests with a recovery that is not less than what such Holders would receive pursuant to a liquidation of the Debtor under chapter 7 of the Bankruptcy Code. As a result, there is no question that the Plan meets the best interests test.

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[4] The Liquidation Analysis is attached as Exhibit D to the *Notice of Filing of Plan Supplement* [Docket No. 187].

O. Priority Cash Payments – Section 1129(a)(9).

51. It is my understanding that section 1129(a)(9) of the Bankruptcy Code generally requires that claims entitled to administrative priority must be repaid in full in cash or receive certain other specified treatment. The Plan contemplates that Allowed Administrative Expense Claims will be repaid in full in Cash.

52. Further, no Holders of the types of Claims specified by section 1129(a)(9) of the Bankruptcy Code are impaired under the Plan. Further, Allowed Priority Tax Claims will be paid in accordance with section 1129(a)(9)(C), consistent with sections 1129(a)(9)(A)-(C) of the Bankruptcy Code.

P. Impaired Accepting Class Claims – Section 1129(a)(10).

53. It is my understanding that section 1129(a)(10) of the Bankruptcy Code provides that, to the extent there is an impaired class of claims, at least one impaired class of claims must accept the plan "without including any acceptance of the plan by any insider," as an alternative to the requirement under section 1129(a)(8) of the Bankruptcy Code that each class of claims or interests must either accept the plan or be unimpaired under the plan. Here, Class 3 and Class 4 are impaired and have voted to accept the Plan.

54. In particular, the Prepetition Secured Obligations in Class 3 are impaired because they will not receive 100% of the asserted Claim including all recoverable interest, fees, and expenses. The Prepetition Secured Obligations are being reduced by approximately $1.5 million for payment under the Plan.

55. Accordingly, I believe the Plan satisfies the requirements of section 1129(a)(10) of the Bankruptcy Code.

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Q. The Plan is Feasible – Section 1129(a)(11).

56. I understand that the Bankruptcy Code requires that the Bankruptcy Court find that a plan is feasible as a condition precedent to confirmation, i.e., it is not likely to be followed by liquidation or the need for further financial reorganization.

57. The Plan is feasible as it is an orderly wind-down with sufficient funding. As an initial matter, the Debtor will receive at least $129.5 million upon closing of the Sale Transaction and will have additional cash on hand at the time of closing. This cash is the primary source of funding for the Plan and the Effective Date of the Effective Date is conditioned upon the closing of the Sale Transaction

58. The Debtor's advisors have analyzed the Debtor's ability to meet its obligations to make distributions under the Plan, and I believe the Debtor will be able to fulfill those obligations based on the anticipated recoveries contemplated by the Plan. The Debtor or Plan Administrator, as applicable, shall fund certain distributions and obligations under the Plan with the Wind Down Amount in accordance with the Wind Down Budget. The Debtor sized the Wind Down Budget to fund the administration of the Wind Down under the Plan. Distributions to General Unsecured Creditors and Existing Equity Interests, if any, shall come from the Liquidation Trust Assets, including the Net Restructuring Transaction Proceeds.

59. Based on the foregoing, I believe that the Plan is feasible and satisfies section 1129(a)(11) of the Bankruptcy Code.

R. The Plan Provides for Payment of All Fees- Section 1129(a)(12).

60. On review of the Plan, I have confirmed that it includes an express provision requiring payment of all fees payable under section 1930 of title 28, in compliance with section 1129(a)(12) of the Bankruptcy Code.

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S. Sections 1129(a)(13) through Sections 1129(a)(16) of the Bankruptcy Code Do Not Apply to the Plan.

61. I understand that section 1129(a)(13) of the Bankruptcy Code requires that all retiree benefits continue post-confirmation at any levels established in accordance with section 1114 of the Bankruptcy Code. The Debtor does not owe any retiree benefits and, accordingly, I believe that section 1129(a)(13) of the Bankruptcy Code is inapplicable to the Chapter 11 Case.

62. Section 1129(a)(14) of the Bankruptcy Code does not apply because the Debtor is not subject to any domestic support obligations. Section 1129(a)(15) of the Bankruptcy Code is inapplicable because the Debtor is not an "individual" as defined in the Bankruptcy Code. Section 1129(a)(16) of the Bankruptcy Code is inapplicable because the Plan does not provide for any property transfers by a corporation or trust that is not a moneyed business, commercial corporation, or trust. Thus, I believe that sections 1129(a)(14) through sections 1129(a)(16) of the Bankruptcy Code's confirmation requirements are inapplicable to the Plan.

III. The Plan Satisfies the Requirements for Confirmation of the Plan Over Nonacceptance of Impaired Classes – Section 1129(b) of the Bankruptcy Code.

63. I understand that section 1129(a)(8) of the Bankruptcy Code generally requires that each class of claims or interests must either accept a plan or be unimpaired under a plan. I also understand that section 1129(b)(1) of the Bankruptcy Code provides that, if all applicable requirements of section 1129(a) of the Bankruptcy Code are met other than section 1129(a)(8) of the Bankruptcy Code, a plan may be confirmed so long as the requirements set forth in section 1129(b) of the Bankruptcy Code are satisfied. Further, I understand that to confirm a plan that has not been accepted by all impaired classes (thereby failing to satisfy section 1129(a)(8) of the Bankruptcy Code), the plan proponent must show that the plan does not "discriminate unfairly" and is "fair and equitable" with respect to the non-accepting impaired classes.

64. I believe that the Plan satisfies section 1129(b) of the Bankruptcy Code. As noted above, Class 3 and Class 4 are impaired and voted to accept the Plan. Notwithstanding the fact that certain impaired Classes have not accepted the Plan, I believe the Plan is confirmable because, as outlined below, the Plan does not discriminate unfairly and is fair and equitable with respect to the non-accepting impaired Classes.

A. The Plan Does Not Unfairly Discriminate – Section 1129(b)(1).

65. The Plan's treatment of the non-accepting impaired Classes is proper because all similarly situated Holders of Claims and Interests of the Debtor will receive substantially similar treatment and the Plan's classification scheme rests on a legally acceptable rationale. More specifically, I understand that Claims and Interests in the non-accepting impaired Class—*i.e.*, Class 6 (Existing Equity Interests)—are not similarly situated to any other Classes, given their distinctly different legal character from all other Claims and Interests. The remaining Classes set forth in the Plan have either voted to accept the Plan or are vacant, rendering section 1129(b) inapplicable to such Classes. Accordingly, I believe that the Plan does not discriminate unfairly in contravention of section 1129(b)(1) of the Bankruptcy Code.

B. The Plan is Fair and Equitable – Section 1129(b)(2)(B)(ii).

66. I understand that a plan is "fair and equitable" with respect to an impaired class of claims or interests that rejects a plan (or is deemed to reject a plan) if it follows the "absolute priority" rule, and the absolute priority rule provides that a junior stakeholder may not receive or retain property under a plan of reorganization "on account of" its junior claims or interests unless all senior classes either (a) are paid in full or (b) vote in favor of the plan.

67. With respect to the impaired Classes that have rejected the Plan, the Plan nonetheless satisfies the absolute priority rule. Specifically, no stakeholder junior to a Class that

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has rejected the Plan will receive or retain any property under the Plan on account of their claims unless the Claims in the higher priority Class is paid in full.

68. The Plan thus satisfies the absolute priority rule (and is fair and equitable) as to these rejecting Classes because, as to such Classes, there is no Class of equal priority receiving more favorable treatment, and no Class that is junior to such Classes will receive or retain any property on account of the Claims or Interests in such Class. Accordingly, I believe that the Plan satisfies the "fair and equitable" requirement of the Bankruptcy Code and that the Plan may be confirmed notwithstanding the rejecting Classes.

IV. The Principal of the Plan is not the Avoidance of Taxes as Required Under Section 1129(d) of the Bankruptcy Code.

69. I understand that section 1129(d) of the Bankruptcy Code prohibits confirmation of a chapter 11 plan if it was designed and proposed to evade taxes or the requirements of section 5 of the Securities Act of 1933, as amended. No party that is a governmental unit, or any other entity, has requested that the Bankruptcy Court decline to confirm the Plan on the grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act of 1933. I do not believe that the Plan was proposed for either proscribed purpose; rather, I believe that the Plan was proposed with the sincere intention to provide a framework for the Debtor's liquidation and winddown. Accordingly, I believe that the Debtor has satisfied what I understand to be the requirements of section 1129(d) of the Bankruptcy Code.

V. The Releases, Exculpations and Injunctions in the Plan are Appropriate.

A. The Debtor Release is Appropriate and in the Best Interest of the Debtor's Estate.

70. I understand that Article XIII of the Plan sets forth the releases by the Debtor (the "**Debtor Release**"). I believe the Debtor Release is appropriate, justified, in the best interests of

the stakeholders, and an integral part of the Plan. It is my understanding that the Plan release, exculpation, and injunction provisions satisfy section 1123(b)(3) of the Bankruptcy Code.

71. First, I do not believe there are any colorable claims being released that might reasonably be expected to yield any material value for its Estate.

72. Second, given the lack of colorable claims worth pursuing, the benefits that the Released Parties are providing the Debtor far outweigh any possible recoveries that the Debtor might receive from pursuing potential Claims against the Released Parties. The Released Parties, including the CRO and the Independent Manager, have made substantial and valuable contributions to the Debtor's restructuring through efforts to negotiate and implement the Plan, which maximizes and preserves the value of the Debtor for all parties in interest, and further, optimizes recoveries and provides for the best possible conclusion of this Chapter 11 Case. Similarly, the Prepetition Secured Parties have also contributed to the Debtor's restructuring efforts through consensual use of cash collateral, agreeing to reduced payments on their claims, and agreeing to the terms of the Plan, which contemplates using the proceeds of the Prepetition Secured Parties' collateral to fund distributions to General Unsecured Creditors.

73. Third, the Plan, including the Debtor Release, was negotiated by sophisticated entities that were represented by able counsel. Each of the Released Parties has provided significant consideration. The Debtor Release constitutes an integral aspect of the Debtor's negotiations with key creditor constituencies that resulted in the Plan. In reaching this result, the Released Parties have and will continue to contribute significantly in negotiating, formulating, and ultimately effectuating the Plan. The Plan provides the various Released Parties the global closure that they negotiated in exchange for, among other things, the various concessions and benefits provided under the Plan.

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B. The Third-Party Release is Appropriate and Complies with the Bankruptcy Code.

74. I understand that Article XIII. of the Plan also contains a third-party release provision (the "**Third-Party Release**"). It provides that each Non-Debtor Releasing Party—including all Holders of Claims and Interests that do not specifically opt-out of their inclusion as a Releasing Party—and Related Parties shall release certain Causes of Action such parties could assert against the Debtor and the Released Parties. The provisions of the Plan, including the Third-Party Release, were negotiated as part of the Plan formulation. I believe that absent the Third-Party Release (together with the Debtor Release), the Debtor may not have been able to obtain necessary support for the Plan, including from the Prepetition Secured Parties.

75. The Third-Party Release is consensual. The Plan expressly allows any party in interest to opt out of the Third-Party Release, and all Holders of Claims and Interests received notice of their right to opt-out of such releases. The Combined Hearing Notice was sent to all parties in interest and a similar notice was published in the *Houston Chronicle, The New York Times,* and *Wichita Falls Times Record News*. The ballots were sent to all Holders of Claims and Interests entitled to vote on the Plan, in each case, clearly and unambiguously stated that the Plan contained the Third-Party Release, provided the language of the Third-Party Release, and included relevant definitions. Further, I understand that the non-voting materials sent to Holders of Claims and Interests not entitled to vote to accept or reject the Plan provided clear instructions regarding how to opt-out of the Third-Party Release and clearly stated the opt-out deadline. And entities or individuals holding Claims or Interests in a variety of Classes have indeed opted-out, demonstrating that the procedure was not confusing and easy to elect.

76. Further, the Third-Party Release was given for consideration. The consideration provided by the Released Parties inures not only to the benefit of the Debtor as described above but also inured to the benefit of various stakeholders by allowing the Chapter 11 Case to efficiently proceed and, thus, maximize the value of the Debtor's business. In exchange for the substantial contributions, concessions, and support offered by the Released Parties under the Plan, they are afforded the Third-Party Release.

77. Accordingly, I believe that the Third-Party Release is appropriate and necessary.

C. The Exculpation Provision is Appropriate and Necessary.

78. I believe that the exculpation provision in Article XIII of the Plan (the "**Exculpation Provision**") is an integral piece of the Plan.

79. The Exculpation Provision is narrowly tailored to cover the Debtor and excludes acts of bad faith, fraud, willful misconduct, or gross negligence, relates only to acts or omissions in connection with, or arising out of the Debtor's chapter 11 process.

80. Accordingly, I believe that the Bankruptcy Court should approve the Exculpation Provision.

D. The Injunction Provision is Appropriate and Necessary.

81. I believe that the injunction provision (the "**Injunction Provision**") and gatekeeping provision (the "**Gatekeeper Provision**"), in Article XIII of the Plan are also necessary parts of the Plan because they implement the settlement, release, and exculpation provisions that are critically important to the Plan, and such injunction provisions are appropriately tailored to achieve those purposes. I believe that, if the Injunction Provision and Gatekeeping Provision were disallowed, it would potentially undermine the orderly wind down of the Debtor's Estate and

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distribution to creditors. As such, I believe the Injunction Provision and Gatekeeper Provision should be approved.

VI. Cause Exists to Waive the Stay of the Confirmation Order.

82. It is my understanding that certain Bankruptcy Rules provide a 14-day stay of the effectiveness of an order confirming a chapter 11 plan, the use of property, or assigning an executory contract, unless the Court orders otherwise. I understand a stay of the confirmation order will delay the Debtor's implementation of the Plan and extending the time that the Debtor must remain in chapter 11. I believe that extending the length of time that the Debtor remains in chapter 11 would only serve to increase the administrative and professional costs incurred by the Debtor's Estate to the detriment of all creditors and parties in interest. For all of these reasons, I believe the Court should grant the Debtor's request to waive the stays imposed by the Bankruptcy Rules so that the Court's order confirming the Plan may be effective immediately upon its entry.

Conclusion

83. In conclusion it is my opinion that the Plan satisfies the requirements of confirmation and should be approved.

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Dated: June 1, 2026

John Shepherd

John Shepherd
Chief Restructuring Officer
Shannon Wind, LLC

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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]	

DECLARATION OF ADAM J. GORMAN WITH RESPECT TO THE TABULATION OF VOTES ON THE AMENDED COMBINED DISCLOSURE STATEMENT AND CHAPTER 11 PLAN

I, Adam J. Gorman, depose and say under the penalty of perjury:

1. I am a Director of Corporate Restructuring Services, employed by Kurtzman Carson Consultants LLC, dba Verita Global ("**Verita**"), located at 222 N. Pacific Coast Highway, 3rd Floor, El Segundo, California 90245. I am over the age of 18 and not a party to this action.

2. I submit this declaration (this "**Declaration**") regarding the solicitation and tabulation of Ballots cast on the *Amended Combined Disclosure Statement and Chapter 11 Plan* [Docket No. 141] (as has been and may further be revised, supplemented, modified, or amended from time to time, the "**Combined Disclosure Statement and Plan**"). Except as otherwise noted, all facts set forth herein are based on my personal knowledge, knowledge that I acquired from individuals under my supervision, and my review of relevant documents. I am authorized to submit this Declaration on behalf of Verita. If I were called to testify, I could and would testify competently as to the facts set forth herein.

[1] The last four digits of the Debtor's federal tax identification number are 3562. For the purpose of this chapter 11 case, the Debtor's address is 1920 McKinney Ave, Suite 950, Dallas, TX, 75201. Additional information regarding the Debtor's case can be found on the website of the Debtor's proposed claims and noticing agent at https://www.veritaglobal.net/shannon.

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3. The Court authorized Verita's retention as claims, noticing and solicitation agent to the Debtor on January 26, 2026 pursuant to the *Order Authorizing the Retention and Appointment of Kurtzman Carson Consultants LLC as Claims, Noticing, and Solicitation Agent* [Docket No. 6] (the "**Retention Order**"). The Retention Order authorizes Verita to assist the Debtor with, among other things, the service of solicitation materials and tabulation of votes cast to accept or reject the Plan. Verita and its employees have considerable experience in soliciting and tabulating votes to accept or reject chapter 11 plans.

4. On April 22, 2026, the Court entered the *Order (I) Conditionally Approving the Adequacy of the Disclosure Statement, (II) Approving the Solicitation Procedures and Solicitation Packages, (III) Scheduling a Combined Hearing, (IV) Establishing Procedures for Objecting to the Plan, (V) Approving the Form, Manner, and Sufficiency of Notice of the Combined Hearing, and (VI) Granting Related Relief* [Docket No. 138] (the "**Procedures Order**")[2] establishing, among other things, certain solicitation and voting tabulation procedures. Verita adhered to the procedures outlined in the Procedures Order, the Combined Disclosure Statement and Plan, and Ballots distributed to parties entitled to vote on the Plan. I supervised the solicitation and tabulation performed by Verita's employees.

Service and Transmittal of Solicitation Packages and Related Information

5. Pursuant to the Procedures Order, on or before April 29, 2026, Verita caused the Solicitation Packages to be served on all known Holders of Claims and Interests in Classes 3, 4, 5 and 6 (collectively the "**Voting Classes**") entitled to vote as of April 24, 2026 (the "**Voting Record Date**"). In lieu of a Solicitation Package, all known Holders of Claims in Classes 1 and 2 (collectively, the "**Non-Voting Classes**") received the Combined Hearing Notice and Notice of

[2] Terms not otherwise defined herein shall have the same meanings ascribed to them in the Procedures Order.

Non-Voting Status and Third-Party Release Opt-Out Form. Furthermore, Verita caused the Combined Hearing Notice to be served on the creditor matrix and all other parties required to receive such notice pursuant to the Procedures Order. A certificate of service evidencing the foregoing was filed with the Court on May 14, 2026 [Docket No. 182] (the "**Solicitation Certificate of Service**").

6. Verita also served other notices and filings related to the Combined Disclosure Statement and Plan.

7. In particular, Verita caused the *Notice of Filing of Plan Supplement* [Docket No. 187] (the "**Plan Supplement**") to be served on all holders of Claims entitled to vote on the Plan. A certificate of service evidencing the foregoing was filed with the Court on May 20, 2026 [Docket No. 196] (the "**Plan Supplement Certificate of Service**").

8. Verita caused the *Notice of (A) Executory Contracts and Unexpired Leases to be Assumed or Assumed and Assigned by the Debtor Pursuant to the Plan, (B) Cure Amounts, if Any, and (C) Related Procedures in Connection Therewith* [Docket No. 168] (the "**Plan Assumed Contracts List**") to be served on counterparties to Executory Contracts and Unexpired Leases to be assumed or assumed and assigned pursuant to Article XI of the Plan. A certificate of service evidencing the foregoing was filed with the Court on May 15, 2026 [Docket No. 183] (the "**Plan Assumed Contracts List Certificate of Service**").

9. Furthermore, Verita caused the *Supplemental Notice of (A) Executory Contracts and Unexpired Leases to be Assumed or Assumed and Assigned by the Debtor Pursuant to the Plan, (B) Cure Amounts, If Any, and (C) Related Procedures in Connection Therewith* [Docket No. 190] (the "**Supplemental Plan Assumed Contracts List**") to be served on additional counterparties to Executory Contracts and Unexpired Leases to be assumed or assumed and

assigned pursuant to Article XI of the Plan. A certificate of service evidencing the foregoing was filed with the Court on May 28, 2026 [Docket No. 198] (the "**Supplemental Plan Assumed Contracts List Certificate of Service**").

10. On April 29, 2026, Verita posted links to the electronic versions of the Procedures Order, Combined Disclosure Statement and Plan, and Combined Hearing Notice on the public access website at https://www.veritaglobal.net/shannon.

11. The Combined Hearing Notice was published in the *Houston Chronicle* on April 29, 2026, *The New York Times* (National Edition) on April 29, 2026, as well as the *Wichita Falls Times Record News* on April 30, 2026. An affidavit evidencing the publication of the Combined Hearing Notice was filed with the Court on May 6, 2026 [Docket No. 159].

The Tabulation Process

12. The Procedures Order established April 24, 2026 as the Voting Record Date to determine which Holders of Claims and Interests were entitled to receive the Solicitation Package or the Notice of Non-Voting Status, as applicable. Pursuant to the Procedures Order, Holders of Claims in Classes 3, 4, 5, and 6 were entitled to vote to accept or reject the Plan. No other Classes were entitled to vote on the Plan.

13. In accordance with the Solicitation Procedures, Verita worked closely with the Debtor's advisors to identify the Holders of Claims and Interests in the Voting Classes entitled to vote as of the Voting Record Date, and to coordinate the distribution of Solicitation Packages to such Holders. A detailed description of Verita's distribution of Solicitation Packages is set forth in the Solicitation Certificate of Service.

14. In accordance with the Solicitation Procedures, Verita received, reviewed, determined the validity of, and tabulated the Ballots submitted to vote on the Plan. Each Ballot submitted to Verita was date-stamped, scanned, assigned a Ballot number, entered into Verita's

voting database, and processed. To be included in the tabulation results as valid, a Ballot must have been (a) properly completed pursuant to the Solicitation Procedures, (b) executed by the relevant Holder entitled to vote on the Plan (or such Holder's representative), (c) returned to Verita via an approved method of delivery set forth in the Solicitation Procedures unless the delivery method requirement was waived by the Debtor, and (d) received by Verita on or before the Voting Deadline (*i.e.*, 4:00 p.m., prevailing Central Time, on May 27, 2026 unless extended in writing by the Debtor), which was established by the Procedures Order.

15. The final tabulation of votes cast by timely and properly completed Ballots received by Verita is attached hereto as **Exhibit A**. The detailed Ballot reports on a consolidated basis for Class 3, 4 and 6 are attached hereto as **Exhibit A-1** through **Exhibit A-3**, respectively. A summary of the votes cast is set forth below as follows:

Class 3 Prepetition Secured Obligation Claims					
Voting Outcome: Accepted					
	Total Received	**Total Valid**	**Accepted**	**Rejected**	**Invalid**
Number of Votes	2	2	2	0	0
Vote Percentage	-		100%	0%	-
Amount	$117,576,793.30	$117,576,793.30	$117,576,793.30	$0.00	
Amount Percentage	-	-	100%	0%	-

Class 4 General Unsecured Claims					
Voting Outcome: Accepted					
	Total Received	**Total Valid**	**Accepted**	**Rejected**	**Invalid**
Number of Votes	5	3	3	0	2
Vote Percentage	-	-	100%	0%	-
Amount	$24,665.12	$24,663.12	$24,663.12	0	-
Amount Percentage	-	-	100%	0	-

Class 6 Existing Equity Interests					
Voting Outcome: Rejected					
	Total Received	**Total Valid**	**Accepted**	**Rejected**	**Invalid**
Number of Votes	1	0	0	0	1 (Abstained)

Vote Percentage	-	-	0.00%	0.00%	-
Amount		-	0.00	0.00	-
Amount Percentage	-	-	0.00%	0.00%	-

A report of late-filed Ballots that the Debtor deemed to accept is attached hereto as **Exhibit B**. The original Voting Deadline was extended from May 27, 2026 to May 29, 2026 for certain holders of Claims entitled to vote on the Plan, as authorized by the Procedures Order. Accordingly, Vertia tabulated all Ballots received on or before the extended Voting Deadline.

Ballots That Were Not Counted

16. A report of any Ballots excluded from the final tabulation, and the reasons for exclusion, is attached hereto as **Exhibit C**. These Ballots were not counted because the Ballots were subject to a Claim Objection.

Opt-Out Election

17. Verita also reviewed and documented which parties submitted a Ballot or Opt-Out Form and checked the box on such Ballot or Opt-Out Form to opt out of the Third-Party Release. Pursuant to the Procedures Order. A report of all parties who opted out of the Third-Party Release by checking the box is attached hereto as **Exhibit D**. For the avoidance of doubt, this Declaration does not certify the validity or enforceability of any opt-out elections received, including those reported on **Exhibit D**, but rather is providing these opt-out election results for reporting and informational purposes only.

18. In total, Verita caused 2 Solicitation Packages to be served on Holders of Prepetition Secured Obligation Claims (Class 3); 23 Solicitation Packages to be served on Holders of General Unsecured Claims (Class 4); 1 Solicitation Package to be served on Holders of Existing Equity Interests (Class 6); and 2 Opt-Out Forms to be served on Holders in Non-Voting Classes.

Docusign Envelope ID: BD717B30-74D0-848D-8147-E351E929D361

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: June 1, 2026

Adam Gorman

Adam J. Gorman
Director
Verita Global

Docusign Envelope ID: BD717B30-74D0-848D-8147-E351E929D361

Exhibit A

Final Tabulation of Votes

Exhibit A
Ballot Tabulation Summary

Class	Ballots Not Tabulated	Members Voted	Members Accepted	Members Rejected	Members Abstained	% Members Accepted	% Members Rejected	Total Amount Voted	Total Amount Accepted	Total Amount Rejected	Amount % Accepted	Amount % Rejected
Class 3 - Prepetition Secured Obligations Claims	0	2	2	0	0	100%	0%	$117,576,793.30	$117,576,793.30	$0.00	100%	0%
Class 4 - General Unsecured Claims	2	3	3	0	0	100%	0%	$24,663.12	$24,663.12	$0.00	100%	0%
Class 5 - 510(b) Claims												
Class 6 - Existing Equity Interests	1	0	0	0	1	0	0	0	0	0	0	0

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Exhibit A-1

Class 3 Ballot Report

Exhibit A-1
Class 3 Ballot Detail
(Prepetition Secured Obligations Claims)

Creditor Name	Date Received	Ballot No.	Voting Amount	Vote
Citibank, N.A.	05/21/2026	4	$44,083.30	Accept
Citigroup Energy Inc.	05/26/2026	6	$117,532,710.00	Accept

Docusign Envelope ID: BD717B30-74D0-848D-8147-E351E929D361

Exhibit A-2

Class 4 Ballot Report

Exhibit A-2
Class 4 Ballot Detail
(General Unsecured Claims)

Creditor Name	Date Received	Ballot No.	Voting Amount	Vote
CommTech LLC	05/06/2026	2	$10,608.63	Accept
Safety-Kleen Systems, Inc.	05/27/2026	7	$1,554.49	Accept

Docusign Envelope ID: BD717B30-74D0-848D-8147-E351E929D361

Exhibit A-3

Class 6 Ballot Report

Exhibit A-3
Class 6 Ballot Detail
(Existing Equity Interests)

Creditor Name	Date Filed	Ballot No.	Voting Amount	Vote
Shannon Wind Holdings, LLC	05/05/2026	3	1	Abstain

Docusign Envelope ID: BD717B30-74D0-848D-8147-E351E929D361

Exhibit B

Accepted Late Ballots Report

Exhibit B
Late Filed Ballots

Creditor Name	Date Received	Ballot No.	Voting Amount	Vote
Electric Power Systems International, Inc.	05/29/2026	1	$12,500.00	Accept

Docusign Envelope ID: BD717B30-74D0-848D-8147-E351E929D361

Exhibit C

Excluded Ballot Report

Exhibit C
Ballots Excluded from Tabulation

Creditor Name	Date Filed	Ballot No.	Voting Amount	Vote	Class	Reason Not Accepted
Laura Woodring, Individually and OBO David Woodrings Estate	05/27/2026	9	$1.00	Reject	Class 4 General Unsecured Claims	Subject of an Objection [Docket No. 180]
Plaintiffs Against Shannon Wind, LLC	05/27/2026	8	$1.00	Reject	Class 4 General Unsecured Claims	Subject of an Objection [Docket No. 181]

Docusign Envelope ID: BD717B30-74D0-848D-8147-E351E929D361

Exhibit D

Third-Party Release Out-Out Report

Exhibit D
Opt-Out Summary

Creditor Name	Date Received	Ballot No.	Voting Amount	Vote	Class	Opt Out of the Third-Party Release
Clay County Judge	05/22/2026	5	N/A	N/A	Class 2 Other Secured Claims	Yes
CommTech LLC	05/06/2026	2	$10,608.63	Accept	Class 4 General Unsecured Claims	Yes
Shannon Wind Holdings, LLC	05/05/2026	3	1.00	Abstain	Class 6 Existing Equity Interests	Yes

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.

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/.

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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	**ACCORDION PARTNERS, LLC, as Plan Administrator**
By: _____	By: _____
Name: John Shepherd	Name: _____
Title: CRO	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.

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]	

AFFIDAVIT OF PUBLICATION OF THE NOTICE OF (I) COMBINED HEARING ON FINAL APPROVAL OF THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE PLAN, (II) DEADLINE TO CAST VOYES TO ACCEPT OR REJECT THE PLAN, AND (III) NOTICE OF OBJECTION AND OPT OUT RIGHTS

This Affidavit of Publication includes the sworn statements verifying that the *Notice of (I) Combined Hearing on Final Approval of the Disclosure Statement and Confirmation of the Plan, (II) Deadline to Cast Votes to Accept or Reject the Plan, and (III) Notice of Objection and Opt Out Rights* was published and incorporated by reference herein as follows:

1. In the *Houston Chronicle* on April 29, 2026, attached hereto as **Exhibit A**.

2. In *The New York Times* on April 29, 2026, attached hereto as **Exhibit B**.

3. In the *Wichita Falls Times Record News* on April 30, 2026, attached hereto as **Exhibit C**.

[1] The last four digits of the Debtor's federal tax identification number are 3562. For the purpose of this chapter 11 case, the Debtor's address is 1920 McKinney Ave, Suite 950, Dallas, TX, 75201. Additional information regarding the Debtor's case can be found on the website of the Debtor's proposed claims and noticing agent at https://www.veritaglobal.net/shannon.

26901242605060000000000002

Exhibit A

Houston Chronicle
AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:
COUNTY OF HARRIS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, a Newspaper Representative for Hearst Newspapers, LLC – dba: Houston Chronicle, a newspaper published in Harris County, Texas and generally circulated in the Counties of: Harris, Trinity, Walker, Grimes, Polk, San Jacinto, Washington, Montgomery, Liberty, Austin, Waller, Chambers, Colorado, Brazoria, Fort Bend, Galveston, Wharton, Jackson, and Matagorda and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to wit:

Customer ID	Customer	Campaign ID	Publication	Pub Date
21088466	SHANNON WIND, LLC	11122888	Houston Chronicle	4/29/2026

Victoria Bond
Newspaper Representative (signature)

Victoria Bond
Newspaper Representative (printed)

Sworn and subscribed to before me, this 30th day of April A.D. 2026.

VERONICA MARIE TYRONE NOTARY PUBLIC STATE OF TEXAS ID. 7163357 EXP. 02-10-2028

Veronica Tyrone
Notary Public in and for the State of Texas

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

In re: SHANNON WIRE, LLC, [1] Debtor.) Chapter 11) Case No. 26-90124 (MI)

NOTICE OF (I) COMBINED HEARING ON FINAL APPROVAL OF THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE PLAN, (II) DEADLINE TO CAST VOTES TO ACCEPT OR REJECT THE PLAN, AND (III) NOTICE OF OBJECTION AND OPT OUT RIGHTS

PLEASE TAKE NOTICE OF THE FOLLOWING:

Conditional Approval of Disclosure Statement. 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 "**Bankruptcy Court**") conditionally approved Shannon Wire, LLC's (the "**Debtor**") proposed disclosure statement (as amended, modified, or supplemented from time to time, the "**Disclosure Statement**") embodied in the *Amended Combined Disclosure Statement and Chapter 11 Plan* [Docket No. 141] (the "**Combined Disclosure Statement and Plan**") as containing 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**").

Combined Hearing. On **June 3, 2026 at 9:00 a.m. (prevailing Central Time)**, or as soon thereafter as counsel may be heard, a hearing (the "**Combined Hearing**") will be held before the Honorable Judge Pérez, United States Bankruptcy Judge, virtually or in Courtroom 400 of the United States Bankruptcy Court, 515 Rusk Street, Houston, Texas 77002, to consider final approval of the Disclosure Statement and confirmation of the plan embodied in the Combined Disclosure Statement and Plan as amended, modified, or supplemented from time to time, the "**Plan**". The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), the terms of the Plan, and other applicable law, without further notice, prior to, or as a result of, the Combined Hearing. **Please be advised that the Combined Hearing may be continued from time to time by the Court or the Debtor without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Court and served on those parties entitled to notice.**

Voting Record Date and Voting Deadline. The voting record date is **April 24, 2026**, which is the date for determining which holders of Claims or Interests in Classes 3, 4, 5, and 6 as applicable, are entitled to vote on the Plan. The deadline for voting on the Plan is **May 27, 2026, at 4:00 p.m. (prevailing Central Time)** (the "**Voting Deadline**"). If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan you must: (a) follow the instructions carefully; (b) complete all of the required information on the Ballot; and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions so that it is **actually received** by the Debtor's claims agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global (the "**Claims Agent**") on or before the Voting Deadline. **A failure to follow such instructions may disqualify your vote.**

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

ARTICLE XIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND SECTION 13.3 OF THE PLAN CONTAINS A THIRD-PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

UNLESS YOU TIMELY AND PROPERLY OPT OUT OF THE THIRD-PARTY RELEASE ON YOUR BALLOT OR THIRD-PARTY RELEASE OPT-OUT FORM OR TIMELY AND PROPERLY OBJECT TO THE THIRD-PARTY RELEASE AS SET FORTH HEREIN, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE THIRD-PARTY RELEASE AND WILL BE FOREVER BOUND BY THE TERMS THEREOF.

Additional Information. Any party in interest wishing to obtain further information should contact the Debtor's Chapter 11 inquiries hotline maintained by the Claims Agent at (866) 967-1731 (U.S./Canada) or +1 (310) 751-2687 (international), or submit an inquiry by (a) writing to Shannon Wire Ballot Claims Agent, c/o Kurtzman Carson Consultants, LLC d/b/a Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245 or (b) via e-mail at shannonwireballots@veritaglobal.com with "Shannon Wire Solicitation Inquiry" in the subject line. Please be advised that the Claims Agent is authorized to answer questions about, and provide copies of, solicitation materials, but may not provide legal advice.

[1] The last four digits of the Debtor's federal tax identification number are 3562. For the purpose of this chapter 11 case, the Debtor's address is 19203 Stuebner Airline Rd., Suite 930, Houston, TX 77073. 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/shannonwire.

[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.

LEGAL NOTICES

HoustonChronicle.com/Place-Legals legals@chron.com 713.362.6868

Notice to Creditors

NOTICE TO CREDITORS AD

$99.00

Contact our team:
legals@chron.com
OR
Visit our 24/7 website to place, anytime:
HoustonChronicle.com/Place-Legals

**Includes first 36 lines and 1 Affidavit of Publication. $2.00 each additional line.*

CAUSE NO. 540204

IN RE ESTATE OF
DORIS JEAN COURSON MCKAIN
DECEASED

IN THE PROBATE COURT
NO.2
HARRIS COUNTY, TEXAS

NOTICE TO CREDITORS

NOTICE IS HEREBY GIVEN that **Raul G. Romo,** having been duly appointed as **Independent Administrator of the Estate of Doris Jean Courson McKain, Deceased,** pending in the Probate Court No. 2 of Harris County, Texas, in Cause No. 540204, hereby gives notice to all persons having claims against said Estate to present the same within the time prescribed by law.

All persons having claims against this Estate are hereby notified to present them to:

Raul G. Romo, Independent Administrator
Estate of **Doris Jean Courson McKain, Deceased**

c/o **Frederick F. Hoelke, Attorney at Law**
138 Old San Antonio Rd Ste 205
Boerne Texas 78006

within the time and in the manner prescribed by law.

Given under my hand this 2nd day of March, 2026.

/s/ Raul Romo
Raul G. Romo
Independent Administrator
Estate of Doris Jean Courson McKain, Deceased

Respectfully submitted,
Law Offices of Frederick F. Hoelke PLLC
/s/ Frederick F. Hoelke
Frederick F. Hoelke
Attorney of Record
State Bar No. 09775600
Scott E. Gilbert
State Bar No. 24110631
138 Old San Antonio Rd Ste 205
Boerne, Texas 78006
Telephone: (210) 444-0999
Facsimile: (210) 444-0996
hoelkelaw@gmai l .com
ATTORNEYS FOR APPLICANT
RAUL G.ROMO
IPLHOU0136766

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of CARLTON JOSEPH DANLEY, JR., Deceased, were issued on February 19, 2026, in Cause No. PR-0086726, pending in the Probate Court of Galveston County, Texas, to: JULI HILL WOOTEN.
All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.

c/o: A.G. CROUCH
Attorney at Law
235 W. Sealy Street
Alvin, Texas 77511

SIGNED on April 23, 2026.

/s/ A.G. CROUCH
A.G. CROUCH
Attorney for JULI HILL WOOTEN
State Bar No.: 05148000
235 W. Sealy Street
Alvin, Texas 77511
Telephone: (281) 331-5288
Facsimile: (281) 331-9346
Email: agcrouch@crouchlawoffice.com
IPLHOU0137667

Legals/Public Notices

KATY ISD Invites Private Non-Profit Schools

Private non-profit schools serving students who reside in Katy ISD attendance zones have the option to participate in federal grant programs. If the non-profit school wishes to participate, a consultation meeting can be scheduled to provide an overview of current federal programs (Title I, Title II, Title III, and Title IV) and other services. Non-profit schools interested in participating in these federal grant programs for the 2026-2027 school year should contact Colleen Wronski at 281-396-2243 to schedule a consultation meeting to discuss programs and eligibility requirements.
IPLHOU0132730

Houston Food Bank seeks bids for Commercial Bobtail, Closes 5/12. RFP FY26-13: www.houstonfoodbank.org/about-us/procurement
IPLHOU0137645

Legals/Public Notices

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

In re: SHANNON WIND, LLC, Debtor.[1] — Chapter 11, Case No. 26-90124 (ARP)

NOTICE OF (I) COMBINED HEARING ON FINAL APPROVAL OF THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE PLAN, (II) DEADLINE TO CAST VOTES TO ACCEPT OR REJECT THE PLAN, AND (III) NOTICE OF OBJECTION AND OPT OUT RIGHTS

PLEASE TAKE NOTICE OF THE FOLLOWING:

Conditional Approval of Disclosure Statement. 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 "**Bankruptcy Court**") conditionally approved Shannon Wind, LLC's (the "**Debtor**") proposed 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**").

Combined Hearing. On **June 3, 2026 at 9:00 a.m. (prevailing Central Time)**, or as soon thereafter as counsel may be heard, a hearing (the "**Combined Hearing**") will be held before the Honorable Judge Pérez, United States Bankruptcy Judge, virtually or in Courtroom 400 of the United States Bankruptcy Court, 515 Rusk Street, Houston, Texas 77002, to consider final approval of the Disclosure Statement and confirmation of the plan embodied in the Combined Disclosure Statement and Plan (as amended, modified, or supplemented from time to time, the "**Plan**"). The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), the terms of the Plan, and other applicable law, without further notice, prior to, or as a result of, the Combined Hearing. **Please be advised that the Combined Hearing may be continued from time to time by the Court or the Debtor without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Court and served on other parties entitled to notice**.

Voting Record Date and Voting Deadline. The voting record date is **April 24, 2026**, which is the date for determining which holders of Claims or Interests in Classes 3, 4, 5, and 6 as applicable, are entitled to vote on the Plan. The deadline for voting on the Plan is **May 27, 2026, at 4:00 p.m. (prevailing Central Time)** (the "**Voting Deadline**"). If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan you must: (a) follow the instructions carefully; (b) complete all of the required information on the Ballot; and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions so that it is **actually received** by the Debtor's claims agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global (the "**Claims Agent**") on or before the Voting Deadline. **A failure to follow such instructions may disqualify your vote**.

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

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Additional Information. Any party in interest wishing to obtain further information should contact the Debtor's Chapter 11 inquiries hotline maintained by the Claims Agent at (866) 967-1781 (U.S./Canada) or +1 (310) 751-2681 (International); or submit an inquiry by (i) writing to Shannon Wind Ballot Claims Agent, c/o Kurtzman Carson Consultants, LLC d/b/a Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245 or (ii) via email at shannonwindinfo@veritaglobal.com (with "Shannon Wind Solicitation Inquiry" in the subject line). Please be advised that the Claims Agent is authorized to answer questions about, and provide copies of solicitation materials, but may not provide legal advice.

[1] The last four digits of the Debtor's federal tax identification number are 3562. For the purpose of this chapter 11 case, the Debtor's address is 1920 McKinney Ave, Suite 950, Dallas, TX, 75201. Additional information regarding the Debtor's case can be found on the website of the Debtor's claims and noticing agent at https://www.veritaglobal.net/shannon.

[2] Capitalized terms used but not defined 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.

Legal Bids & Proposals

Request for Proposals for Construction Manager-At-Risk

Harmony Public Schools, a Texas open-enrollment charter school, is issuing a Request for Proposals for a Construction Manager-At-Risk to perform construction services on a project in **Georgetown, Texas** involving a ground up construction of a 80,285 square foot middle/high school facility including parking lot, playfield, and landscaping. Construction scope consists of but is not limited to concrete, drywall, glazing, finishes, roofing, electrical, mechanical, plumbing, landscaping, low voltage, and other related work as specified in the project documents (#HPS2627-HSAGeorgetownPhase2-CMAR) and meeting any and all codes required.
The School intends to evaluate the pool of eligible, responsive bidders and select a Construction Manager-At-Risk in a one-step selection process in accordance with Sections 2269.251-.258 of the Texas Government Code. To request an RFP package, please visit and register at **www.harmonytx.org/bid** or contact **Luis De Hoyos** at **Ldehoyos@harmonytx.org**. Deadline for responses to be submitted is **05/19/2026 at 1:00 PM CST**. Inquiries may be submitted in writing via the HPS eBid System **www.harmonytx.org/bid** no later than seven (7) calendar days prior to the proposal due date. Sealed RFP responses will be opened at **05/19/2026 at 1:00 PM CST** via video conference meeting. Refer to bid package.
The School reserves the right to reject any or all responses to this RFP, to waive technicalities, to re-advertise or to proceed otherwise where in the best interest of the School. Responses should be submitted online at **www.harmonytx.org/bid** or sealed and plainly marked: #HPS2627-HSAGeorgetownPhase2-CMAR. Late responses will not be accepted and will be returned unopened.
IPLHOU0137648

Request for Proposal – Houston-Galveston Area Council – Data Services – Kentico xPerience Upgrade – RFP-DS-KXPU-04-26

H-GAC is soliciting proposals to successfully complete an upgrade to Xperience by Kentico and migrate the H-GAC.com and WrkSolutions.com live sites into the upgraded Kentico implementation. To view the solicitation documents, visit https://www.h-gac.com/procurement or ESBD (txsmartbuy.com).

Response Deadline: June 11, 2026 @ 12:00 P.M. CT
IPLHOU0137652

Legals/Public Notices

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Revised Notice of Application and Preliminary Decision for Hazardous Industrial Waste Permit Renewal
Permit No. 50112

Application and Preliminary Decision. Pasadena Refining System, Inc., a petroleum refining corporation, has applied to the Texas Commission on Environmental Quality (TCEQ) for a permit/compliance plan renewal with minor amendment to authorize continued closure and post-closure care for the facility's waste management units. The minor amendment requests to incorporate previously approved modifications, update compliance plan, changes to various reports and plans, and other administrative and informational changes to the permit renewal. The facility is located at 111 Red Bluff Road, Pasadena, 77056, in Harris County, Texas. TCEQ received the application on October 3, 2024. The following link to an electronic map of the site or facility's general location is provided as a public courtesy and is not part of the application or notice: https://arcg.is/n48uj. For the exact location, refer to the application. The application, including updates, is available electronically at the following webpage: www.tceq.texas.gov/goto/wasteapps.

The TCEQ Executive Director has reviewed this action for consistency with the goals and policies of the Texas Coastal Management Program (CMP) in accordance with the regulations of the Coastal Coordination Council and has determined that the action is consistent with the applicable CMP goals and policies.

The TCEQ Executive Director has completed the technical review of the application and prepared a draft permit. The draft permit, if approved, would establish the conditions under which the facility must operate. The Executive Director has made a preliminary decision that this permit, if issued, meets all statutory and regulatory requirements. The permit application, Executive Director's preliminary decision, and draft permit are available for viewing and copying at Pasadena Public Library Central Branch, 1201 Jeff Ginn Memorial Drive, Pasadena, Texas 77056.

Alternative Language Notice / Aviso en idioma alternativo. Alternative language notice in Spanish is available at www.tceq.texas.gov/goto/wasteapps. El aviso en idioma alternativo en español está disponible en www.tceq.texas.gov/goto/wasteapps.

Public Comment / Public Meeting. You may submit public comments or request a public meeting about this application. The purpose of a public meeting is to provide the opportunity to submit comments or to ask questions about the application. TCEQ holds a public meeting if the Executive Director determines that there is a significant degree of public interest in the application or if requested by a local legislator. A public meeting is not a contested case hearing.

Opportunity for a Contested Case Hearing. After the deadline for submitting public comments, the Executive Director will consider all timely comments and prepare a response to all relevant and material or significant public comments. **Unless the application is directly referred for a contested case hearing, the response to comments and the Executive Director's decision on the application will be mailed to everyone who submitted public comments and to those persons who are on the mailing list for this application. If comments are received, the mailing will also provide instructions for requesting a contested case hearing or reconsideration of the Executive Director's decision.** A contested case hearing is a legal proceeding similar to a civil trial in a state district court.

To Request a Contested Case Hearing, You Must Include the Following Items in Your Request: Your name, address, phone number; the applicant's name and permit number; the location and distance of your property/activities relative to the facility; a specific description of how you would be adversely affected by the facility in a way not common to the general public; a list of all disputed issues of fact that you raised during the comment period; and the statement "[I/we] request a contested case hearing." If the request for contested case hearing is filed on behalf of a group or association, the request must designate the group's representative for receiving future correspondence; identify by name and physical address an individual member of the group who would be adversely affected by the facility or activity; provide the information discussed above regarding the affected member's location and distance from the facility or activity; explain how and why the member would be affected; and explain how the interests the group seeks to protect are relevant to the group's purpose.

Following the close of all applicable comment and request periods, the Executive Director will forward the application and any requests for reconsideration or for a contested case hearing to the TCEQ Commissioners for their consideration at a scheduled Commission meeting. The Commission may only grant a request for a contested case hearing on issues the requestor submitted in their timely comments that were not subsequently withdrawn.

If a hearing is granted, the subject of a hearing will be limited to disputed issues of fact or mixed questions of fact and law that are relevant and material to the Commission's decision on the application submitted during the comment period. TCEQ may act on this application without providing an opportunity for a contested case hearing if certain criteria are met.

Executive Director Action. The Executive Director may issue final approval of the application unless a timely contested case hearing request or request for reconsideration is filed. If a timely hearing request or request for reconsideration is filed, the Executive Director will not issue final approval of the permit and will forward the application and request to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

Mailing List. If you submit public comments, a request for a contested case hearing, or a reconsideration of the Executive Director's decision, you will be added to the mailing list for this application to receive future public notices mailed by the Office of the Chief Clerk. In addition, you may request to be placed on: (1) the permanent mailing list for a specific applicant name and permit number; and/or (2) the mailing list for a specific county. To be placed on the permanent and/or the county mailing list, clearly specify which list(s), and send your request to TCEQ Office of the Chief Clerk at the address below.

Information Available Online. For details about the status of the application, visit the Commissioners' Integrated Database (CID) at www.tceq.texas.gov/goto/cid. Once you have access to the CID using the above link, enter the permit number for this application, which is provided at the top of this notice.

Agency Contacts and Information. All public comments and requests must be submitted within 45 days from the date of newspaper publication of this notice, either electronically at www14.tceq.texas.gov/epic/eComment/ or in writing to the Texas Commission on Environmental Quality, Office of the Chief Clerk, MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Please be aware that any contact information you provide, including your name, phone number, email address, and physical address, will become part of the agency's public record.

For questions about the permitting process, please visit https://www.tceq.texas.gov/agency/decisions/participation/permitting-participation or contact the TCEQ's Public Education Program by email at pep@tceq.texas.gov or by phone, toll free, at 800-687-4040. Para información en español, favor de llamar al 800-687-4040.

For More Information. Further information may also be obtained by writing to the applicant's representative, Mr. Vivek Patel, HSE Manager, Pasadena Refining System, Inc. at 111 Red Bluff Road, Pasadena, Texas 77056 or by calling (713) 804-9109.

Issued Date: April 13, 2026

Legal Bids & Proposals

Request for Proposals for Construction Manager-At-Risk

Harmony Public Schools, a Texas open-enrollment charter school, is issuing a Request for Proposals for a Construction Manager-At-Risk to perform construction services on a project in **San Antonio, Texas** involving a ground up construction of a 58,149 square foot elementary school facility including parking lot, playgrounds and landscaping. Construction scope consists of but is not limited to concrete, drywall, glazing, finishes, roofing, electrical, mechanical, plumbing, landscaping, low voltage, and other related work as specified in the project documents (#HPS2627-HSAResearchParkPhase1-CMAR) and meeting any and all codes required.
The School intends to evaluate the pool of eligible, responsive bidders and select a Construction Manager-At-Risk in a one-step selection process in accordance with Sections 2269.251-.258 of the Texas Government Code. To request an RFP package, please visit and register at **www.harmonytx.org/bid** or contact **Luis De Hoyos** at **Ldehoyos@harmonytx.org**. Deadline for responses to be submitted is **05/19/2026** at **2:00 PM CST.** Inquiries may be submitted in writing via the HPS eBid System **www.harmonytx.org/bid** no later than seven (7) calendar days prior to the proposal due date. Sealed RFP responses will be opened at **05/19/2026 at 2:00 PM CST** via video conference meeting. Refer to bid package.
The School reserves the right to reject any or all responses to this RFP, to waive technicalities, to re-advertise or to proceed otherwise where in the best interest of the School. Responses should be submitted online at **www.harmonytx.org/bid** or sealed and plainly marked: #HPS2627-HSAResearchParkPhase1-CMAR. Late responses will not be accepted and will be returned unopened.
IPLHOU0137646

PUBLIC NOTICE – 9.005 Acres Montgomery County

Sale of Approximately 9.005 Acres of Unimproved Land.
Lone Star College System District is soliciting sealed bids from interested parties for the sale of a parcel of unimproved land containing approximately 9.005 acres, located in the William T. Dunlavy Survey, abstract 168, Montgomery County, Texas, and physically located along the West side of FM 1486, approximately 1.75 miles south of SH 249 and 0.50 miles North of FM 1774 in the Extraterritorial Jurisdiction (ETJ) of the City of Magnolia, Texas (the "Property"). Information on the Property may be obtained by contacting Jones Lang LaSalle (JLL), Elizabeth Clampitt at Elizabeth.Clampitt@jll.com 713.888.4075. Real estate brokers representing a purchaser / bidder will be entitled to receive a commission not to exceed three percent (3%) from the sales proceeds if such Broker and commission amount is specifically named and included as part of the successful purchaser's bid. This sale is subject to approval by the LSC Board of Trustees and LSC retains the right to accept any bid proposal or reject any or all bids regardless of the bid price, and to withdraw the property from sale at any time. LSC reserves the right to waive informalities in any bid proposal as deemed appropriate by LSC. It is the intent of LSC that the qualified bid proposal which results in the greatest net benefit to LSC shall prevail.

Sealed bids must be received in the offices of JLL at 4200 Westheimer, Suite 1400 Houston, Texas 77056 or before 2:00 PM (local time) on May 13, 2026.
IPLHOU0129386

Notice to Bidders

The Sabine River Authority of Texas (SRA-TX) and the Sabine River Authority, State of Louisiana (SRA-LA), acting jointly as Toledo Bend Project Joint Operation (TBPJO), "Owner", is seeking bids for asphalt road improvements. Sealed bids for the Project will be **received electronically** at **www.CivcastUSA.com**, until **May 19, 2026**, at 2:00 pm local time. At that time, the bids will be virtually opened and read aloud. Public attendance will be at the TBPJO Office at 450 Spur 135 Burkeville, TX, 75932. A Zoom meeting invitation will be posted to CivCast and SRA-TX website for the opening of the bids.

Bids must be submitted and received no later than the opening date and time specified above. The Owner is not responsible for ensuring the submittal of Bids through **www.CivcastUSA.com**. Bids shall be clearly marked, "Request for Bid – TBPJO Asphalt Road Improvements (RFB #26-002)."

A **mandatory pre-bid** meeting will be held at the Toledo Bend Project Joint Operation Office at 450 Spur 135 Burkeville, TX, 75932 on **May 12, 2026, at 10:00 a.m.** to make certain that the scope of work is fully understood. All interested parties are required to attend.

The Sabine River Authority reserves the right to adopt the most advantageous interpretation of the bids submitted in the case of ambiguity or lack of clarity in stating proposal prices, to reject any or all bids, and/or waive any formalities.

Contract documents may be obtained from (1) SRA-TX Authority General Office, 12777 Hwy. 87 N., Orange, TX or (2) Toledo Bend Project Joint Operation Office, 450 Spur 135, Burkeville, TX or (3) by download from www.sratx.org under doing business "bid opportunities" or www.civcast.com under project "Sabine River Authority of Texas – TBPJO Hydro Station Outage #2" or (4) by email request to purchasing@sratx.org.

Questions regarding contract documents may be emailed to purchasing@sratx.org or directed to Stephanie Stanley at 409.746.2192
IPLHOU0135452

Legals/Public Notices

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

NOTICE OF APPLICATION AND PRELIMINARY DECISION FOR TPDES PERMIT FOR MUNICIPAL WASTEWATER NEW PERMIT NO. WQ0016738001

APPLICATION AND PRELIMINARY DECISION. Undine Texas Environmental, LLC, 17681 Telge Road, Cypress, Texas 77429, has applied to the Texas Commission on Environmental Quality (TCEQ) for new Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0016738001, to authorize the discharge of treated domestic wastewater at a daily average flow not to exceed 150,000 gallons per day. TCEQ received this application on February 24, 2025.

The facility will be located approximately 0.5 miles west-northwest of the intersection of Becker Road and Botkins Road, in Harris County, Texas 77447. The treated effluent will be discharged via the **North Route:** to a detention pond, thence to an unnamed ditch, thence to Harris County Flood Control District (HCFCD) ditch L114-01-01, thence to South Bauer-Hockley Stormwater Detention Basin (L514- 01-00-E004), thence to HCFCD ditch L114-01-00, thence to HCFCD ditch L114-00-00, thence to Little Cypress Creek, thence to Cypress Creek in Segment 1009 of the San Jacinto River Basin; via the **South Route:** to a detention pond, thence to an unnamed ditch, thence to HCFCD ditch L114- 01-01, thence to South Bauer-Hockley Stormwater Detention Basin (L514-01-00-E004), thence to Windrow detention channel (L119-00-00), thence to Schiel Detention Basin (L500-09-00), thence to an unnamed ditch, thence to Little Cypress Creek, thence to Cypress Creek in Segment No. 1009 of the San Jacinto River Basin. The unclassified receiving water uses are minimal aquatic life use for the detention pond, the unnamed ditch and HCFCD L114-01-01 and L114-01-00, and limited aquatic life use for South Bauer- Hockley Stormwater Detention Basin (L514-01-00-E004). The designated uses for Segment No. 1009 are primary contact recreation, public water supply, and high aquatic life use. In accordance with 30 Texas Administrative Code §307.5 and the TCEQ's *Procedures to Implement the Texas Surface Water Quality Standards* (June 2010), an antidegradation review of the receiving waters was performed. A Tier 1 antidegradation review has preliminarily determined that existing water quality uses will not be impaired by this permit action. Numerical and narrative criteria to protect existing uses will be maintained. This review has preliminarily determined that no water bodies with exceptional, high, or intermediate aquatic life uses are present within the stream reach assessed; therefore, no Tier 2 degradation determination is required. No significant degradation of water quality is expected in water bodies with exceptional, high, or intermediate aquatic life uses downstream, and existing uses will be maintained and protected. The preliminary determination can be reexamined and may be modified if new information is received. This link to an electronic map of the site or facility's general location is provided as a public courtesy and is not part of the application or notice. For the exact location, refer to the application. https://gisweb.tceq.texas.gov/LocationMapper/?marker=-95.80722,30.058611&level=18

The TCEQ Executive Director has completed the technical review of the application and prepared a draft permit. The draft permit, if approved, would establish the conditions under which the facility must operate. The Executive Director has made a preliminary decision that this permit, if issued, meets all statutory and regulatory requirements. The permit application, Executive Director's preliminary decision, and draft permit are available for viewing and copying at Northwest Branch Library, 11355 Regency Green Drive, Cypress, in Harris County, Texas. The application and associated notices are available electronically at the following webpage: https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications.

ALTERNATIVE LANGUAGE NOTICE. Alternative language notice in Spanish is available at https://www.tceq.texas.gov/permitting/wastewater/plain-language-summaries-and-publicnotices. El aviso de idioma alternativo en español está disponible en https://www.tceq.texas.gov/permitting/wastewater/plain-language-summaries-and-publicnotices.

PUBLIC COMMENT / PUBLIC MEETING. You may submit public comments or request a public meeting about this application. The purpose of a public meeting is to provide the opportunity to submit comments or to ask questions about the application. TCEQ holds a public meeting if the Executive Director determines that there is a significant degree of public interest in the application or if requested by a local legislator. A public meeting is not a contested case hearing.

OPPORTUNITY FOR A CONTESTED CASE HEARING. After the deadline for submitting public comments, the Executive Director will consider all timely comments and prepare a response to all relevant and material or significant public comments. **Unless the application is directly referred for a contested case hearing, the response to comments will be mailed to everyone who submitted public comments and to those persons who are on the mailing list for this application. If comments are received, the mailing will also provide instructions for requesting a contested case hearing or reconsideration of the Executive Director's decision.** A contested case hearing is a legal proceeding similar to a civil trial in a state district court.

TO REQUEST A CONTESTED CASE HEARING, YOU MUST INCLUDE THE FOLLOWING ITEMS IN YOUR REQUEST: your name, address, phone number; applicant's name and proposed permit number; the location and distance of your property/activities relative to the proposed facility; a specific description of how you would be adversely affected by the facility in a way not common to the general public; a list of all disputed issues of fact that you submit during the comment period; and the statement "[I/we] request a contested case hearing." If the request for contested case hearing is filed on behalf of a group or association, the request must designate the group's representative for receiving future correspondence; identify by name and physical address an individual member of the group who would be adversely affected by the proposed facility or activity; provide the information discussed above regarding the affected member's location and distance from the facility or activity; explain how and why the member would be affected; and explain how the interests the group seeks to protect are relevant to the group's purpose.

Following the close of all applicable comment and request periods, the Executive Director will forward the application and any requests for reconsideration or for a contested case hearing to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

The Commission may only grant a request for a contested case hearing on issues the requestor submitted in their timely comments that were not subsequently withdrawn. **If a hearing is granted, the subject of a hearing will be limited to disputed issues of fact or mixed questions of fact and law relating to relevant and material water quality concerns submitted during the comment period.**

EXECUTIVE DIRECTOR ACTION. The Executive Director may issue final approval of the application unless a timely contested case hearing request or request for reconsideration is filed. If a timely hearing request or request for reconsideration is filed, the Executive Director will not issue final approval of the permit and will forward the application and request to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

MAILING LIST. If you submit public comments, a request for a contested case hearing or a reconsideration of the Executive Director's decision, you will be added to the mailing list for this specific application to receive future public notices mailed by the Office of the Chief Clerk. In addition, you may request to be placed on: (1) the permanent mailing list for a specific applicant name and permit number; and/or (2) the mailing list for a specific county. If you wish to be placed on the permanent and/or the county mailing list, clearly specify which list(s) and send your request to TCEQ Office of the Chief Clerk at the address below.

All written public comments and public meeting requests must be submitted to the Office of the Chief Clerk, MC 105, Texas Commission on Environmental Quality, P.O. Box 13087, Austin, TX 78711-3087 or electronically at www.tceq.texas.gov/goto/comment within 30 days from the date of newspaper publication of this notice.

INFORMATION AVAILABLE ONLINE. For details about the status of the application, visit the Commissioners' Integrated Database at www.tceq.texas.gov/goto/cid. Search the database using the permit number for this application, which is provided at the top of this notice.

AGENCY CONTACTS AND INFORMATION. Public comments and requests must be submitted either electronically at www.tceq.texas.gov/goto/comment, or in writing to the Texas Commission on Environmental Quality, Office of the Chief Clerk, MC 105, P.O. Box 13087, Austin, Texas 78711-3087. Any personal information you submit to the TCEQ will become part of the agency's record; this includes email addresses. For more information about this permit application or the permitting process, please call the TCEQ Public Education Program, Toll Free, at 1-800-687-4040 or visit their website at www.tceq.texas.gov/goto/pep. Si desea información en Español, puede llamar al 1-800-687-4040.

Further information may also be obtained from Undine Texas Environmental, LLC at the address stated above or by calling Mr. Jeff Goebel, Undine Texas Environmental, LLC, at 713-724-9321.

Issuance Date: March 23, 2026

Legals/Public Notices

NOTICE OF CLASS 2 PERMIT MODIFICATION

APPLICATION. Clean Harbors Deer Park, LLC, 2027 Independence Parkway South, La Porte, Harris Texas, 77571, a commercial hazardous and non-hazardous waste management facility has filed an application for a Class 2 modification to Texas Commission on Environmental Quality (TCEQ) Hazardous Waste Permit No. 50089 The facility is located 2027 Independence Parkway South, Deer Park in Harris County, Texas. The modification is reconfigure existing storage areas and add blind containment sumps. It is to reconfigure the storage layout of the PCB Warehouse and add blind containment sumps to DSP-2, 5 and 6. A draft permit has not been prepared as of the date of this notice.
PUBLIC COMMENT/ PUBLIC MEETING. The applicant will hold a public meeting on this application on **May 28, 2026 at 3:00 pm** at Deer Park Public Library, 3009 Center Street, Deer Park, Harris County, Texas 77536 as required by 30 TAC Section 305.69(c)(4). The purpose of the public meeting is to provide information and discuss issues related to the application. The applicant's contact person is Marc Poppe, 281-930-2412.
A copy of the modification request can be viewed and copied at the following location:
Deer Park Public Library, 3009 Center Street, Deer Park, Harris County, Texas 77536
Public comments on this application must be submitted within 60 days of newspaper publication of this notice to the TCEQ Chief Clerk's Office, MC 105, TCEQ, P.O. Box 13087, Austin, TX 78711-3087. The TCEQ will hold a public meeting on this application if there is a significant degree of public interest. A public meeting is not a contested case hearing.
MAILING LIST. If you submit public comments, you will be added to the mailing list for this application to receive future public notices mailed by the Office of the Chief Clerk. In addition, you may request to be placed on: (1) the permanent mailing list for a specific applicant name and permit number; and/or (2) the mailing list for a specific county. To be placed on the permanent and/or the county mailing list, clearly specify which list(s) and send your request to TCEQ Office of the Chief Clerk at the address above.
The Commission may also hold a contested case hearing pursuant to the procedures for class 3 modifications which the Commission may follow if there is significant public concern about the proposed modification, or the complex nature of the change requires the more extensive procedures of a Class 3 modification.
For more information about this permit application, the permitting process, please call the TCEQ's Public Education Program, Toll Free, at 1-800-687-4040. Si desea información en Español, puede llamar al 1-800-687-4040. The permittee's compliance history during the life of the permit being modified is available from agency contact person through TCEQ's Public Education Program.
IPLHOU0137633

Citation by Publication

Receipt Number: 1073398
Tracking Number: 74565565

CAUSE NUMBER: 202582032

PLAINTIFF: HORN, JAELINN RICHARD
vs.
DEFENDANT: GRIFFIN, TYLER JAMES

In the 011th Judicial
District Court of
Harris County, Texas

CITATION

THE STATE OF TEXAS
County of Harris

TO: GRIFFIN, TYLER JAMES

50 W TWINVALE LOOP
CONROE TX 77384 OR WHEREVER
HE MAY BE FOUND

Attached is a copy of PLAINTIFF'S ORIGINAL PETITION.

This instrument was filed on October 28, 2025, in the above numbered and styled cause
on the docket in the above Judicial District Court of Harris County, Texas, in the
courthouse in the City of Houston, Texas. The instrument attached describes the claim
against you.

YOU HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not
file a written answer with the District Clerk who issued this citation by 10:00 a.m.
on the Monday next following the expiration of twenty days after you were served this
citation and petition, a default judgment may be taken against you. In addition to
filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be
made no later than 30 days after you file your answer with the clerk. Find out more
at TexasLawHelp.org.

ISSUED AND GIVEN UNDER MY HAND and seal of said Court, at Houston, Texas, this
October 28, 2025.

Marilyn Burgess, District Clerk
Harris County, Texas
201 Caroline, Houston, Texas 77002
Generated By: JAROD STIRRUP

Issued at request of:
CHAPA, MIGUEL DAVID
2500 E. TC JESTER BLVD.,
HOUSTON, TX 77008
713-864-1941
Bar Number: 24132335
SUITE 525

IPLHOU0134295

Exhibit B

The New York Times Company

620 8th Avenue
New York, NY 10018
nytimes.com

PROOF OF PUBLICATION

April 29, 2026

I, Larnyce Tabron, in my capacity as a Principal Clerk of the Publisher of The New York Times, a daily newspaper of general circulation printed and published in the City, County, and State of New York, hereby certify that the advertisement annexed hereto was published in the editions of The New York Times on the following date or dates, to wit on.

4/29/2026, NY/NATL, pg B3

Larnyce Tabron

Sworn to me this 29th day of April, 2026

Shannon Schmidt
Online Notary Public
State of New York
Nassau County
Commission #: 01SC0033223
Commission Expires: 01/28/2029

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

In re: SHANNON WIND, LLC, Debtor.[1]) Chapter 11) Case No. 26-90124 (ARP)

NOTICE OF (I) COMBINED HEARING ON FINAL APPROVAL OF THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE PLAN, (II) DEADLINE TO CAST VOTES TO ACCEPT OR REJECT THE PLAN, AND (III) NOTICE OF OBJECTION AND OPT OUT RIGHTS

PLEASE TAKE NOTICE OF THE FOLLOWING:

Conditional Approval of Disclosure Statement. 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 "**Bankruptcy Court**") conditionally approved Shannon Wind, LLC's (the "**Debtor**") proposed 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**").

Combined Hearing. On **June 3, 2026 at 9:00 a.m. (prevailing Central Time)**, or as soon thereafter as counsel may be heard, a hearing (the "**Combined Hearing**") will be held before the Honorable Judge Pérez, United States Bankruptcy Judge, virtually or in Courtroom 400 of the United States Bankruptcy Court, 515 Rusk Street, Houston, Texas 77002, to consider final approval of the Disclosure Statement and confirmation of the plan embodied in the Combined Disclosure Statement and Plan (as amended, modified, or supplemented from time to time, the "**Plan**"). The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), the terms of the Plan, and other applicable law, without further notice, prior to, or as a result of, the Combined Hearing. **Please be advised that the Combined Hearing may be continued from time to time by the Court or the Debtor without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Court and served on other parties entitled to notice.**

Voting Record Date and Voting Deadline. The voting record date is **April 24, 2026**, which is the date for determining which holders of Claims or Interests in Classes 3, 4, 5, and 6 as applicable, are entitled to vote on the Plan. The deadline for voting on the Plan is **May 27, 2026, at 4:00 p.m. (prevailing Central Time)** (the "**Voting Deadline**"). If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan you must: (a) follow the instructions carefully; (b) complete all of the required information on the Ballot; and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions so that it is **actually received** by the Debtor's claims agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global (the "**Claims Agent**") on or before the Voting Deadline. **A failure to follow such instructions may disqualify your vote.**

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

ARTICLE XIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND SECTION 13.3 OF THE PLAN CONTAINS A THIRD-PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

UNLESS YOU TIMELY AND PROPERLY OPT OUT OF THE THIRD-PARTY RELEASE ON YOUR BALLOT OR THIRD-PARTY RELEASE OPT-OUT FORM OR TIMELY AND PROPERLY OBJECT TO THE THIRD-PARTY RELEASE AS SET FORTH HEREIN, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE THIRD-PARTY RELEASE AND WILL BE FOREVER BOUND BY THE TERMS THEREOF.

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[1] The last four digits of the Debtor's federal tax identification number are 3562. For the purpose of this chapter 11 case, the Debtor's address is 1920 McKinney Ave, Suite 950, Dallas, TX, 75201. Additional information regarding the Debtor's case can be found on the website of the Debtor's claims and noticing agent at https://www.veritaglobal.net/shannon.

[2] Capitalized terms used but not defined 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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ECONOMY | POLICY

Trump Pick for Fed Chair Can't Guarantee Rates Will Fall

FROM FIRST BUSINESS PAGE

Warsh to deliver them.

But Fed policymakers project no urgency to restart rate cuts, and Mr. Warsh has said he did not give Mr. Trump a promise to ease policy in order to get the job, even as Senate Democrats have questioned whether he would serve as the president's "sock puppet." On Wednesday, the Fed is widely expected to hold rates steady again. In fact, traders in financial markets that track the trajectory of rates predict no pivot toward cuts at all this year.

"The path to cutting is one that is much more fraught now than it seemed a few months ago," said Nathan Sheets, chief economist at Citi and a former official at the Treasury Department.

The Fed's caution around rate cuts crystallized in the wake of the war with Iran, which is pushing inflation further from the central bank's 2 percent target while raising the specter of slower economic growth.

A roughly 50 percent jump in oil prices since the start of the war on Feb. 28 has rippled across the economy, lifting gasoline costs, airfares and shipping fees. Soaring fertilizer prices have prompted concerns about rising grocery bills, which would add yet another expense for Americans who have faced higher prices in the last year because of Mr. Trump's tariffs. The latest Consumer Price Index report showed that annual inflation was 3.3 percent in March, almost a full percentage point higher than the pace in February.

The longer energy prices remain elevated, "the greater the chances that higher inflation gets embedded across a wide variety of goods and services, various supply chain effects start to emerge, and real activity and employment start to slow," Christopher J. Waller, a Fed governor who was in the running to replace Mr. Powell, said in a speech this month.

Just a handful of months ago, Mr. Waller was so worried about the labor market that he voted for a quarter-point rate cut in January. Monthly jobs growth has started to pick back up again, and the unemployment rate has steadied around 4.3 percent, indicating a more stable situation.

Against this backdrop, even some of Mr. Trump's biggest supporters have changed their tune about rate reductions. Treasury Secretary Scott Bessent said this month that the Fed should "wait and see" before lowering borrowing costs. Stephen I. Miran, who consistently called for aggressive rate cuts after Mr. Trump appointed him as a Fed governor last year, has endorsed a slower pace of reductions in light of what he described as "a little bit less favorable" inflation dynamics.

"Energy developments have changed the distribution of risks," he said in public remarks recently.



KENNY HOLSTON/THE NEW YORK TIMES

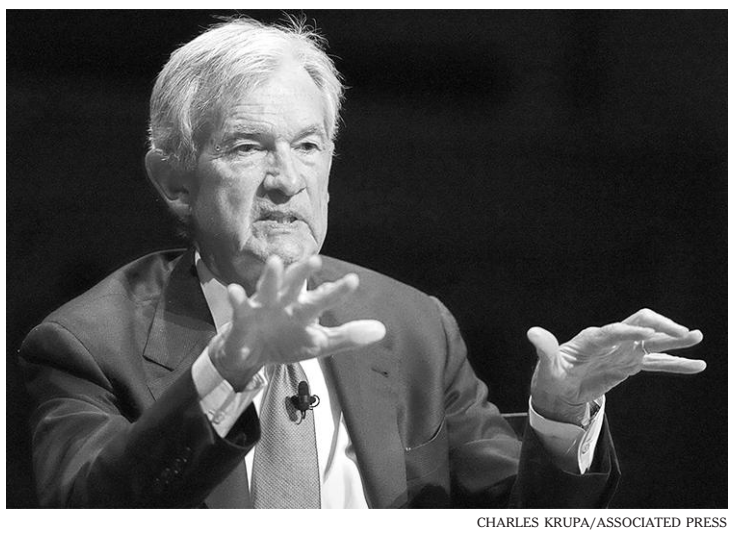
Kevin M. Warsh, above, President Trump's nominee, is expected to advance significantly this week toward becoming the next Fed chair. Jerome H. Powell, below, the current chair, faces a decision on whether to stay on as a governor.

3.5%-3.75%

Range of interest rates that the Fed seems likely to maintain.

3.3%

Annual inflation rate in March, well above the Fed's 2% target.



CHARLES KRUPA/ASSOCIATED PRESS

"They've increased the risks of higher inflation."

For Jon Faust, a fellow at the Center for Financial Economics at Johns Hopkins University and a former senior adviser to Mr. Powell, those comments suggest that "everyone but Trump is resigned, no matter who's chair, to a sustained hold until things clarify some."

Support for cuts is unlikely to grow unless the labor market takes a turn and starts to deteriorate more notably. Policymakers will also want to have tangible evidence that inflation from both the war and last year's tariffs has subsided. Some officials seem willing to acknowledge that the Fed is equally likely to have to consider rate increases, although no one yet thinks that is the most probable outcome.

As chair, Mr. Warsh would have sway over the rate debate but not final say. Decisions are made by a 12-person committee, which also includes the six other members of the board of governors, the president of the Federal Reserve Bank of New York and a rotating set of four presidents from the 12 regional banks.

Among those who could still get a vote is Mr. Powell.

Just days before the Fed's policy meeting began on Tuesday, it was not entirely clear if he would step down as chair when his term ended on May 15. A criminal investigation into Mr. Powell and the central bank had held up Senate confirmation of Mr. Warsh. Mr. Powell had pledged to remain chair temporarily if Mr. Warsh was not confirmed in time.

But on Friday, the ground shifted. In an about-face, the Justice Department dropped its inquiry into renovations at the Fed's headquarters in Washington, but kept open the possibility of restarting it at any point. By Sunday, Senator Thom Tillis of North Carolina, a pivotal Republican on the Banking Committee, said federal prosecutors had given him sufficient assurances that Mr. Powell's legal threats were over.

Mr. Powell still faces a high-stakes decision on whether to stay on as a governor, which he can do until January 2028. That would prevent Mr. Trump from filling the seat with someone more amenable to his wishes to lower rates and gain more control over the central bank.

Mr. Powell has said he would not leave the board until the criminal investigation was "well and truly over, with transparency and finality." He added that his decision would depend on what he thought was "best for the institution and for the people we serve."

Mr. Tillis suggested on Sunday that the Justice Department might still appeal a federal judge's ruling that quashed the subpoenas against the Fed. He said such a move would be not about pursuing Mr. Powell but about defending the power of prosecutors to issue subpoenas. An appeal, however, is likely to encourage Mr. Powell to stay.

That could make for an awkward transition period for Mr. Warsh, who wants to pursue sweeping changes to the way the Fed operates, including the data it favors to make rate decisions, how it communicates any policy pivots and its footprint in financial markets.

Mr. Warsh's ability to enact these changes would require broad internal support, something he would have to build while also managing Mr. Trump's ire if he did not pursue the policy that the president wanted.

"I don't think he gets much of a honeymoon period," Mr. Faust said. "He'll be in the firing line Day 1."

Ruling Allows Official Escorts For Journalists At the Pentagon

By ERIK WEMPLE

The Pentagon can temporarily require all journalists visiting the building to be accompanied by an official escort, an appeals court ruled Monday. The restriction is allowed while the department appeals an earlier ruling that found major parts of the Defense Department's restrictions on the press unconstitutional.

In its ruling, a three-judge panel of the U.S. Court of Appeals for the District of Columbia Circuit said the Pentagon had "supported" its claim that the escort requirement "furthers important national security interests."

The panel's ruling is one of the first legal wins for the Pentagon in its efforts to restrict reporters who cover the military complex, which have been ramping up since early in the Trump administration. Pete Hegseth, the defense secretary, has repeatedly curtailed journalists' privileges and access within the Pentagon, an effort that culminated in October with a comprehensive set of restrictions on reporters who cover the complex. Those restrictions enabled the Pentagon to designate journalists as "security risks" and revoke their press passes.

The New York Times filed suit against the restrictions in December on the grounds that they violated journalists' First and Fifth Amendment rights. In March, a federal judge sided with The Times and tossed out major parts of the agency's press policy.

But the Pentagon responded three days later with a revised policy that included new restrictions on journalists' physical access to the building, including the official escort requirement and the shuttering of a journalistic workspace in the building.

The federal judge tossed out that policy, too, and rejected the Pentagon's request to keep its restrictions in place until the appeal played out. The Pentagon has appealed both rulings.

The department has claimed that the escort requirement is a measure critical to preventing leaks of classified information to journalists at the Pentagon.

Kingsley Wilson, the press secretary for the department, argued in a separate declaration with the court that without escorts, journalists could "observe activity patterns" among defense officials in order to gather sensitive information. The Times responded that Ms. Wilson had provided no evidence to back up that claim.

Judges Justin R. Walker, a Trump appointee, and Bradley Garcia, a Biden appointee, ruled in the majority. Judge J. Michelle Childs, a Biden appointee, wrote in dissent, "Reporters can hardly verify sources, gather information or speak candidly with department personnel with an escort looming over their shoulders."

A spokesman for The Times said in a statement that the newspaper "will continue to seek resolution in this case and argue for the right of journalists to freely cover the American military, so the public can understand the actions it is undertaking in their name and with their tax dollars."

Sean Parnell, the Defense Department's chief spokesman, said on social media that the department "welcomed" the panel's ruling, and that the current access policy, which includes the escort requirement, had helped reduce unauthorized disclosures, "which when they occur can endanger the lives of service members, intelligence personnel, and our allies."

Budget Airlines Seeking $2.5 Billion in Federal Aid Amid Fuel Woes

By KAROUN DEMIRJIAN and LAUREN HIRSCH

WASHINGTON — A trade group representing low-cost airlines said Monday that it was asking the Trump administration for $2.5 billion to offset some of the cost of fuel, which has surged because of the war with Iran.

Jet fuel prices climbed to about $4.10 a gallon in North America at the end of last week, an increase of about 88 percent from the same time last year, according to industry data. That has led many airlines to raise ticket prices.

"Since February, jet fuel prices have increased by nearly 100 percent and are placing significant financial pressure on value airlines," the trade group, the Association of Value Airlines, said in a statement. The group added that the $2.5 billion "liquidity pool" it was seeking would be "used exclusively to offset incremental fuel costs, as a necessary and targeted measure to stabilize operations and keep airfares affordable during this period of volatility."

Separately, one of the trade group's members, Spirit Airlines, is negotiating a loan of up to $500 million from the Trump administration. Under the developing deal, the government would have the right to purchase ownership stakes in the airline through financial instruments known as warrants. The government could end up owning as much as 90 percent of the company, which is in its second bankruptcy in two years.

At a bankruptcy court hearing last week, Spirit's lawyer, Marshall Huebner of the law firm Davis Polk & Wardwell, confirmed the discussions with the government, stressing that time was of the essence. "The cash actually available to Spirit to fund ongoing operations is not going to last for very much longer," he said.

Mr. Huebner also said he had begun conversations with Spirit's creditors about the proposed deal, which would give the government a more senior claim to Spirit's assets than the loans the airline has taken from other lenders.

"The discussions are underway with all three of those groups that we hope will lead to consensus and support on all sides," Mr. Huebner said.

A lawyer for one of the creditor groups, Michael Stamer of the law firm Akin & Gump, said it had received a copy of the proposed term sheet for the government deal.

A spokesman for the Department of Transportation referred questions to the White House about the proposal from the budget airlines trade group.

"The White House is aware of outreach that was made by a group of budget airlines to the Department of Transportation, and the administration continues to monitor the health of the U.S. aviation industry for passengers and airline employees," Kush Desai, a White House spokesman, said in a statement. He dismissed any discussion about the potential of such a deal.

The trade group — which also represents Allegiant Air, Avelo Airlines, Frontier Airlines and Sun Country Airlines — has also been seeking emergency measures from Congress. The group wants lawmakers to temporarily waive a 7.5 percent excise tax and a $5.30 per-segment fee that airlines are required to pay per passenger. The charges are typically incorporated in the cost of an airline ticket and deposited into a federal fund that pays for aviation programs.

But it is unclear whether those efforts will gain traction.

The budget airlines' group said on Monday that the infusion of $2.5 billion would be "temporary government support to preserve vital industry competition," likening it to the billions of dollars Congress approved for airlines during the coronavirus pandemic.

That relief, however, was directed to major airlines and low-cost carriers. This time, the major airlines have not joined the budget airlines' request for relief.

Rising energy costs have driven up ticket prices for many fliers.

There is also skepticism among lawmakers and government officials about whether all of the budget airlines need a cash infusion, according to people familiar with the discussions. While Spirit Airlines has filed for bankruptcy twice since late 2024, the other budget airlines do not appear to be in the same severe financial distress.

Even the deal the government is negotiating with Spirit has received a mixed reception within the Trump administration.

The secretary of commerce, Howard Lutnick, has been the main champion of the deal, according to people familiar with the negotiations. But Sean Duffy, the transportation secretary, has publicly expressed concern about whether the Spirit deal would be a good investment.

"What we don't want to do is put good money after bad, and there's been a lot of money thrown at Spirit, and they haven't found their way into profitability," Mr. Duffy told Reuters during an interview last week.

A representative for the Department of Commerce did not immediately respond to a request for comment.

It is unclear whether the administration will be able to finalize a deal with Spirit without buy-in from Congress, where the idea of a bailout faces stiff headwinds from both political parties.

Last week, Senator Ted Cruz, Republican of Texas and chairman of the committee that oversees aviation, wrote on social media that the rescue effort was "an absolutely TERRIBLE idea." Senator Elizabeth Warren, Democrat of Massachusetts, criticized the administration for attempting to orchestrate a bailout when "Donald Trump's war with Iran caused the sky-high fuel prices that finally did Spirit Airlines in."

"What do the American people get out of this taxpayer bailout?"

she said.

There are vanishingly few situations in which the administration would be able to circumvent lawmakers to make a deal with Spirit, according to experts. One option under consideration, according to the people familiar with the negotiations, is for the president to invoke the Defense Production Act. However, doing so would require the president to make the determination that bailing out Spirit is in the national security interests of the United States.

Karoun Demirjian reported from Washington, and Lauren Hirsch from New York.

IN THE CIRCUIT COURT OF COOK COUNTY ILLINOIS COUNTY DEPARTMENT, CHANCERY DIVISION

IN THE MATTER OF THE REHABILITATION OF TRIAD GUARANTY INSURANCE CORPORATION) **Case No.: 12 CH 43895 Calendar 2**

Notice of Hearing www.osdchi.com

Triad Guaranty Insurance Corporation ("Triad") was placed in rehabilitation on December 11, 2012, by order of the Circuit Court of Cook County, Illinois (the "Supervising Court"), in Case No. 12 CH 43895. Triad was found to be insolvent and following a court approved procedure for notice, comment, and hearing, on October 29, 2013, the Supervising Court entered an order approving the Plan of Rehabilitation for Triad Guaranty Insurance Corporation. The Rehabilitator is now requesting the Supervising Court's approval of her proposed First Amended Plan of Rehabilitation for Triad Guaranty Insurance Corporation (the "First Amended Plan"). If approved by the Supervising Court, the First Amended Plan may affect your interests and rights. A hearing on the Rehabilitator's Petition for Approval of First Amended Plan Of Rehabilitation for Triad Guaranty Insurance Corporation will be held on July 14, 2026, at 9:15 a.m., at 50 West Washington Street, Richard J. Daley Center, Chicago, Illinois 60602 in Courtroom 2601. If you intend to object or otherwise respond to the Rehabilitator's Petition For Approval of First Amended Plan Of Rehabilitation For Triad Guaranty Insurance Corporation (the "Petition"), you must file a written objection or response with the Clerk of the Circuit Court of Cook County, Illinois, Chancery Division, Room 802, 50 West Washington Street, Richard J. Daley Center, Chicago, Illinois 60602 and serve a copy thereof to the Rehabilitator's counsel: J. Kevin Baldwin/Daniel A. Guberman/ Todd Gers, 222 Merchandise Mart Plaza, Suite 400, Chicago, Illinois 60654 (or by email at kbaldwin@osdchi.com) on or before June 17, 2026. Failure to file and serve an objection or response on or before June 17, 2026, shall constitute a waiver of your right to appear and object in the proceedings with respect to the Petition.

You may view and download for printing a copy of the Rehabilitator's Petition (including a copy of the First Amended Plan) and Memorandum in Support thereof on the Rehabilitator's website, www.osdchi.com/open/triad.htm. If you do not have internet access, you may write to obtain a mailed copy from the Rehabilitator at Triad Guaranty Insurance Corporation, In Rehabilitation, c/o Office of the Special Deputy Receiver, 222 Merchandise Mart Plaza, Suite 400, Chicago, Illinois 60654.

Jacob Stuckey, Special Deputy Receiver
By: J. Kevin Baldwin/Daniel A. Guberman/ Todd Gers

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

In re: SHANNON WIND, LLC, Debtor.[1]) Chapter 11) Case No. 26-90124 (ARP)

NOTICE OF (I) COMBINED HEARING ON FINAL APPROVAL OF THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE PLAN, (II) DEADLINE TO CAST VOTES TO ACCEPT OR REJECT THE PLAN, AND (III) NOTICE OF OBJECTION AND OPT OUT RIGHTS

PLEASE TAKE NOTICE OF THE FOLLOWING:

Conditional Approval of Disclosure Statement. 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 "**Bankruptcy Court**") conditionally approved Shannon Wind, LLC's (the "**Debtor**") proposed 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**").

Combined Hearing. On **June 3, 2026 at 9:00 a.m. (prevailing Central Time)**, or as soon thereafter as counsel may be heard, a hearing (the "**Combined Hearing**") will be held before the Honorable Judge Pérez, United States Bankruptcy Judge, virtually or in Courtroom 400 of the United States Bankruptcy Court, 515 Rusk Street, Houston, Texas 77002, to consider final approval of the Disclosure Statement and confirmation of the plan embodied in the Combined Disclosure Statement and Plan (as amended, modified, or supplemented from time to time, the "**Plan**"). The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), the terms of the Plan, and other applicable law, without further notice, prior to, or as a result of, the Combined Hearing. **Please be advised that the Combined Hearing may be continued from time to time by the Court or the Debtor without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Court and served on other parties entitled to notice.**

Voting Record Date and Voting Deadline. The voting record date is **April 24, 2026**, which is the date for determining which holders of Claims or Interests in Classes 3, 4, 5, and 6 as applicable, are entitled to vote on the Plan. The deadline for voting on the Plan is **May 27, 2026, at 4:00 p.m. (prevailing Central Time)** (the "**Voting Deadline**"). If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan you must: (a) follow the instructions carefully; (b) complete all of the required information on the Ballot; and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions so that it is **actually received** by the Debtor's claims agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global (the "**Claims Agent**") on or before the Voting Deadline. **A failure to follow such instructions may disqualify your vote.**

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Exhibit C

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AFFIDAVIT OF PUBLICATION

STATE OF WISCONSIN, COUNTY OF BROWN

The Times Record News, a newspaper published in the city of Wichita Falls with circulation in Wichita County, State of Texas, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

04/30/2026

and that the fees charged are legal.
Sworn to and subscribed before on 04/30/2026

Legal Clerk

Notary, State of WI, County of Brown

My commission expires 9/19/28

Order No:	12286305	# of Copies:
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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

VICKY FELTY
Notary Public
State of Wisconsin

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

In re: SHANNON WIND, LLC, Debtor.[1]	Chapter 11 Case No. 26-90124 (ARP)

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Combined Hearing. On **June 3, 2026 at 9:00 a.m. (prevailing Central Time)**, or as soon thereafter as counsel may be heard, a hearing (the "**Combined Hearing**") will be held before the Honorable Judge Pérez, United States Bankruptcy Judge, virtually or in Courtroom 400 of the United States Bankruptcy Court, 515 Rusk Street, Houston, Texas 77002, to consider final approval of the Disclosure Statement and confirmation of the plan embodied in the Combined Disclosure Statement and Plan (as amended, modified, or supplemented from time to time, the "**Plan**"). The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), the terms of the Plan, and other applicable law, without further notice, prior to, or as a result of, the Combined Hearing. **Please be advised that the Combined Hearing may be continued from time to time by the Court or the Debtor without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Court and served on other parties entitled to notice**.

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

ARTICLE XIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND SECTION 13.3 OF THE PLAN CONTAINS A THIRD-PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

UNLESS YOU TIMELY AND PROPERLY OPT OUT OF THE THIRD-PARTY RELEASE ON YOUR BALLOT OR THIRD-PARTY RELEASE OPT-OUT FORM OR TIMELY AND PROPERLY OBJECT TO THE THIRD-PARTY RELEASE AS SET FORTH HEREIN, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE THIRD-PARTY RELEASE AND WILL BE FOREVER BOUND BY THE TERMS THEREOF.

Additional Information. Any party in interest wishing to obtain further information should contact the Debtor's Chapter 11 inquiries hotline maintained by the Claims Agent at (866) 967-1781 (U.S./Canada) or +1 (310) 751-2681 (International); or submit an inquiry by (i) writing to Shannon Wind Ballot Claims Agent, c/o Kurtzman Carson Consultants, LLC d/b/a Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245 or (ii) via email at shannonwindinfo@veritaglobal.com (with "Shannon Wind Solicitation Inquiry" in the subject line). Please be advised that the Claims Agent is authorized to answer questions about, and provide copies of solicitation materials, but may not provide legal advice.

[1] The last four digits of the Debtor's federal tax identification number are 3562. For the purpose of this chapter 11 case, the Debtor's address is 1920 McKinney Ave, Suite 950, Dallas, TX, 75201. Additional information regarding the Debtor's case can be found on the website of the Debtor's claims and noticing agent at https://www.veritaglobal.net/shannon.

[2] Capitalized terms used but not defined 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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All classified ads are subject to the applicable rate card, copies of which are available from our Advertising Dept. All ads are subject to approval before publication. Wichita Falls Times Record News reserves the right to edit, refuse, reject, classify or cancel any ad at any time. Errors must be reported in the first day of publication. Wichita Falls Times Record News shall not be liable for any loss or expense that results from an error in or omission of an advertisement. No refunds for early cancellation of order.

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PUBLIC NOTICES

Public Notices

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

In re: SHANNON WIND, LLC,) Chapter 11
Debtor.[1]) Case No. 26-90124 (ARP)

NOTICE OF (I) COMBINED HEARING ON FINAL APPROVAL OF THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE PLAN, (II) DEADLINE TO CAST VOTES TO ACCEPT OR REJECT THE PLAN, AND (III) NOTICE OF OBJECTION AND OPT OUT RIGHTS

PLEASE TAKE NOTICE OF THE FOLLOWING:

Conditional Approval of Disclosure Statement. 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 "**Bankruptcy Court**") conditionally approved Shannon Wind, LLC's (the "**Debtor**") proposed 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**").

Combined Hearing. On **June 3, 2026 at 9:00 a.m. (prevailing Central Time)**, or as soon thereafter as counsel may be heard, a hearing (the "**Combined Hearing**") will be held before the Honorable Judge Pérez, United States Bankruptcy Judge, virtually or in Courtroom 400 of the United States Bankruptcy Court, 515 Rusk Street, Houston, Texas 77002, to consider final approval of the Disclosure Statement and confirmation of the plan embodied in the Combined Disclosure Statement and Plan (as amended, modified, or supplemented from time to time, the "**Plan**"). The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), the terms of the Plan, and other applicable law, without further notice, prior to, or as a result of, the Combined Hearing. **Please be advised that the Combined Hearing may be continued from time to time by the Court or the Debtor without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Court and served on other parties entitled to notice**.

Voting Record Date and Voting Deadline. The voting record date is **April 24, 2026**, which is the date for determining which holders of Claims or Interests in Classes 3, 4, 5, and 6 as applicable, are entitled to vote on the Plan. The deadline for voting on the Plan is **May 27, 2026, at 4:00 p.m. (prevailing Central Time)** (the "**Voting Deadline**"). If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan you must: (a) follow the instructions carefully; (b) complete all of the required information on the Ballot; and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions so that it is **actually received** by the Debtor's claims agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global (the "**Claims Agent**") on or before the Voting Deadline. **A failure to follow such instructions may disqualify your vote**.

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

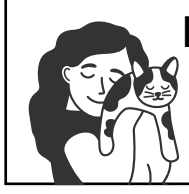
ARTICLE XIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND SECTION 13.3 OF THE PLAN CONTAINS A THIRD-PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

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[1] The last four digits of the Debtor's federal tax identification number are 3562. For the purpose of this chapter 11 case, the Debtor's address is 1920 McKinney Ave, Suite 950, Dallas, TX, 75201. Additional information regarding the Debtor's case can be found on the website of the Debtor's claims and noticing agent at https://www.veritaglobal.net/shannon.

[2] Capitalized terms used but not defined 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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For those of us—or our loved ones—who are finding our mobility slowing down and may need the use of a wheelchair, there's a remarkable breakthrough that's changing lives. The Featherweight Wheelchair, weighing just 13 pounds*, is nothing like the bulky, heavy models of the past that can weigh over 35 pounds. Imagine lifting your wheelchair in and out of a car without straining your back, gliding effortlessly through your garden, joining your family at the park, or going for a medical checkup, without the worry of fatigue. Why not take the first step toward renewed independence with this ultra-lightweight innovation?

In recent years, we've seen great advancements in mobility aids—from canes and walkers to rollators and scooters—all designed to help people stay active and independent. But until now, there hasn't been a truly revolutionary wheelchair. That's changed thanks to a team of engineers who've created something extraordinary: the world's lightest wheelchair, weighing only 13.5 pounds. Aptly named the Featherweight Wheelchair, this breakthrough has already been called a game-changer by those who use it.



The first thing you'll notice about the Featherweight is just how incredibly light it is. At only 13.5 pounds, it's easy for just about anyone to lift into a car, store at home, or take on the go. It's not only lightweight but also strong, stylish, and easy to maneuver. The lighter the chair, the easier it is to push, propel, and lift. With its sleek design and custom color options, the Featherweight Wheelchair isn't just practical—it's something you'll feel good about using every day.

*13lbs. Without the rear wheels, 19 lbs. all in



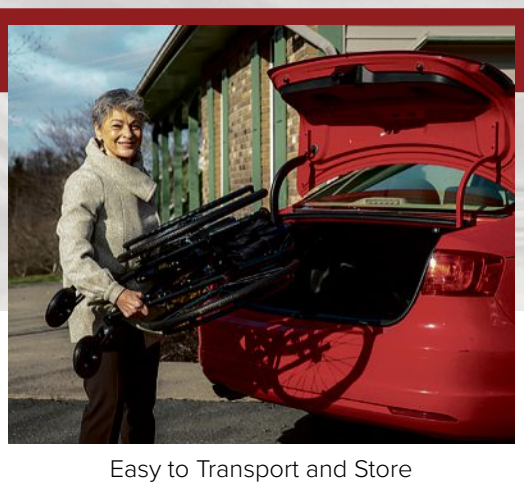


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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	Chapter 11
SHANNON WIND, LLC,	Case No. 26-90124 (ARP)
Debtor.[1]	

CERTIFICATE OF SERVICE

1. I, Scott M. Ewing, depose and say that I am employed by Kurtzman Carson Consultants LLC dba Verita Global ("Verita"), the Claims, Noticing, and Solicitation Agent for the Debtor in the above-captioned case. I submit this Certificate in connection with the service of solicitation materials for the *Amended Combined Disclosure Statement and Chapter 11 Plan* [Docket No. 141] (the "**Combined Disclosure Statement and Plan**"). I am over the age of 18 and not a party to this action. Except as otherwise noted, I could and would testify to the following based upon my personal knowledge.

2. On January 26, 2026, the Court entered the *Order Authorizing the Employment and Retention of Kurtzman Carson Consultants, LLC dba Verita Global as Claims, Noticing, and Solicitation Agent* [Docket No. 6].

3. Consistent with its retention as Claims, Noticing, and Solicitation Agent, Verita is charged with, among other things, printing and distributing Solicitation Packages[2] to creditors and other interested parties pursuant to the solicitation and voting procedures included within the *Order (I) Conditionally Approving the Adequacy of the Disclosure Statement, (II) Approving the Solicitation Procedures and Solicitation Packages, (III) Scheduling a Combined Hearing, (IV) Establishing Procedures for Objecting to the Plan, (V) Approving the Form, Manner, and Sufficiency of Notice of the Combined Hearing, and (VI) Granting Related Relief* [Docket No. 138] (the "**Order**") entered on April 22, 2026.

4. The Solicitation Package consists of the following materials (the "**Solicitation Package**"):

   a. the *Notice of (I) Confirmation Hearing on Final Approval of the Disclosure Statement and Confirmation of the Plan, (II) Deadline to Cast Votes to Accept or Reject the Plan, and (III) Notice of Objection and Opt Out Rights* [substantially in the form attached as **Exhibit A** to the Order] (the "**Combined Hearing Notice**");

---

[1] The last four digits of the Debtor's federal tax identification number are 3562. For the purpose of this chapter 11 case, the Debtor's address is 1920 McKinney Ave, Suite 950, Dallas, TX, 75201. Additional information regarding the Debtor's case can be found on the website of the Debtor's proposed claims and noticing agent at https://www.veritaglobal.net/shannon.

[2] Terms not otherwise defined herein shall have the same meanings ascribed to them in the Plan and Disclosure Statement Orders.

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b. USB Flash Drive (the "**USB**") containing the following documents:

i. the Combined Disclosure Statement and Plan, (including all exhibits thereto);

ii. the Order.

c. a printed copy of the appropriate Ballot(s) and voting instructions for the voting class in which the creditor is entitled to vote:

i. Class 3 Ballot (Prepetition Secured Obligation Claims) ("**Class 3 Ballot**") (substantially in the form attached as **Exhibit D** to the Order); or

ii. Class 4 Ballot (General Unsecured Claims) ("**Class 4 Ballot**") (substantially in the form attached as **Exhibit D** to the Order); or

iii. Class 5 Ballot (510(b) Claims) ("**Class 5 Ballot**") (substantially in the form attached as **Exhibit D** to the Order); or

iv. Class 6 Ballot (Existing Equity Interests) ("**Class 6 Ballot**") (substantially in the form attached as **Exhibit E** to the Order);

d. a pre-addressed, postage pre-paid return envelope (the "**Return Envelope**").

5. The Non-Voting Package consists of the following materials:

a. the Combined Hearing Notice;

b. *Notice of Non-Voting Status to Holders of Class 1 and 2 Claims and Third-Party Release Opt-Out Form* ("**Notice of Non-Voting Status and Third Party Release Opt-Out Form**") (substantially in the form attached as **Exhibit F** to the Order).

6. On April 29, 2026 links to the following documents were made available on the public access website of www.veritaglobal.net/Shannon:

a. the Order;

b. the Combined Disclosure Statement and Plan;

c. the Combined Hearing Notice.

7. On April 29, 2026, at my direction and under my supervision, employees of Verita caused the Solicitation Package, including a Combined Hearing Notice, USB, Class 3 Ballot, and Return Envelope to be served via First Class Mail upon the service list attached hereto as **Exhibit A**.

8. On April 29, 2026, at my direction and under my supervision, employees of Verita caused the Solicitation Package, including a Combined Hearing Notice, USB, Class 4 Ballot, and Return Envelope to be served via First Class Mail upon the service list attached hereto as **Exhibit B**.

9. On April 29, 2026, at my direction and under my supervision, employees of Verita caused the Solicitation Package, including a Combined Hearing Notice, USB, Class 6 Ballot, and Return Envelope to be served via First Class Mail upon the service list attached hereto as **Exhibit C**.

10. On April 29, 2026, at my direction and under my supervision, employees of Verita caused the Non-Voting Package, including a Combined Hearing Notice and Notice of Non-Voting Status and Third Party Release Opt-Out Form to be served via First Class Mail upon the service list attached hereto as **Exhibit D**.

11. On April 29, 2026, at my direction and under my supervision, employees of Verita caused the Combined Hearing Notice and USB to be served via First Class Mail upon the service lists attached hereto as **Exhibit E** and **Exhibit F**.

12. On April 29, 2026, at my direction and under my supervision, employees of Verita caused the Combined Hearing Notice to be served via First Class Mail upon the service list attached hereto as **Exhibit G**.

13. On April 30, 2026, at my direction and under my supervision, employees of Verita caused the Combined Hearing Notice, Order, and Combined Disclosure Statement and Plan to be served via Electronic Mail upon the service list attached hereto as **Exhibit H**.

14. On May 14, 2026, at my direction and under my supervision, employees of Verita caused the Class 3 Ballot, Combined Hearing Notice, Order, and Combined Disclosure Statement and Plan to be served via Electronic Mail upon the service list attached hereto as **Exhibit I**.

Dated: May 14, 2026

/s/ Scott M. Ewing
Scott M. Ewing
Verita
222 N Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245
Tel 310.823.9000

Exhibit A

Exhibit A
Class 3 Prepetition Secured Obligations Claims
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	City	State	Zip
Citibank, N.A.	Attn Angelica Ramirez	388 Greenwich Street 14th Floor	New York	NY	10013
Citigroup Energy Inc.	Attn Jason Pillai	2800 Post Oak Blvd. Suite 500	Houston	TX	77056

Exhibit B

Exhibit B
Class 4 General Unsecured Claims
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Acceptance Indemnity Insurance Company	Attn Mark Solomon	c/o Matthiesen, Wickert, Lehrer, S.C.	11940 Jollyville Rd, Ste 215N	Austin	TX	78759
Capitol Airspace Group LLC		6350 Walker Lane, Suite 450		Alexandria	VA	22310
CommTech LLC		834 SE 34th Ave		Amarillo	TX	79103
Department of Treasury - Internal Revenue Service	Internal Revenue Service	P.O. Box 7346		Philadelphia	PA	19101-7346
Electric Power Systems International, Inc.		58 Progress Parkway		Maryland Heights	MO	63043
GE Vernova International LLC (f/k/a General Electric International, Inc.)	Susan C. Mathews	Baker Donelson	1301 McKinney St., Suite 3700	Houston	TX	77010
Harco National Insurance Company	Attn Mark Solomon	c/o Matthiesen Wickert, Lehrer, S.C.	11940 Jollyville Rd, Ste 215N	Austin	TX	78759
Housing Authority Property Insurance, A Mutual Company	Attn Mark Solomon	c/o Matthiesen, Wickert, Lehrer, S.C.	11940 Jollyville Rd, Ste 215N	Austin	TX	78759
Housing Enterprise Insurance Company, Inc.	Attn Mark Solomon	c/o Matthiesen, Wickert, Lehrer, S.C.	11940 Jollyville Rd, Ste 215N	Austin	TX	78759
Laura Woodring, Individually and OBO David Woodrings Estate	Attn Tony Buzbee	c/o The Buzbee Law Firm	600 Travis Street Suite 7500	Houston	TX	77002
McGuire Woods		800 E. Canal Street		Richmond	VA	23219-3916
Midway ISD	Attn Hollis Adams	12142 State Hwy 148		South Henrietta	TX	76365-7210
National Union Fire Insurance Company of Pittsburgh, PA	Attn Mark Solomon	c/o Matthiesen, Wickert, Lehrer, S.C.	11940 Jollyville Rd, Ste 215N	Austin	TX	78759
Occidental Insurance Company	Attn Mark Solomon	c/o Matthiesen Wickert, Lehrer, S.C.	11940 Jollyville Rd, Ste 215N	Austin	TX	78759
Plaintiffs Against Shannon Wind, LLC	Attn Tony Buzbee	c/o The Buzbee Law Firm	600 Travis Street Suite 7500	Houston	TX	77002
SafePort Insurance Company	Attn Mark Solomon	c/o Matthieson, Wickert, Lehrer, S.C.	11940 Jollyville Rd Ste 215N	Austin	TX	78759
Safety-Kleen Systems, Inc.	Brandon Lowy	42 Longwater Drive		Norwell	MA	02061
Southern Vanguard Insurance Company	Attn Mark Solomon	c/o Matthiesen, Wickert, Lehrer, S.C.	11940 Jollyville Rd, Ste 215N	Austin	TX	78759
Texas Excavation Safety System		PO Box 678058		Dallas	TX	75267
The Travelers Indemnity Company	Mary C. Duffy Boardman, Executive Counsel	One Tower Square 0000-08MSA		Hartford	CT	06183
Transguard Insurance Company	Attn Mark Solomon	c/o Matthiesen, Wickert, Lehrer, S.C.	11940 Jollyville Rd Ste 215N	Austin	TX	78759
Waste Connection		PO Box 819, DISTRICT NO. 5187		Iowa Park	TX	76367-0819
Wilshire Insurance Company	Attn Mark Solomon	c/o Matthiesen, Wickert, Lehrer, S.C.	11940 Jollyville Rd Ste 215N	Austin	TX	78759

Exhibit C

Exhibit C
Class 6 Existing Equity Interests
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Shannon Wind Holdings, LLC		5 Greenwich Office Park, 2nd Floor		Greenwich	CT	06831
Shannon Wind Holdings, LLC	c/o The Corporation Trust Company	Registered Agent	1209 Orange St	Wilmington	DE	19801

Exhibit D

Exhibit D
Class 2 Other Secured Claims
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Clay County Appraisal District	Mollie Lerew	Perdue, Brandon, Fielder, Collins & Mott, L.L.P.	PO Box 8188	Wichita Falls	TX	76307
Clay County Judge		214 N. Main		Henrietta	TX	76365

Exhibit E

Exhibit E
Master Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Top 20 Unsecured Creditor	Alliant Insurance Services	Allie Eans	125 High Street	Suite 2205	Boston	MA	02110
Top 20 Unsecured Creditor	Arthur H. Litteken and Shirley D. Litteken	Shirley Litteken	377 Litteken Drive		Windthorst	TX	76389
Counsel for GE Renewable Energy, LLC	Baker, Donelson, Bearman, Caldwell & Berkowitz, PC	Susan C. Mathews	1301 McKinney Street, Suite 3700		Houston	TX	77010
Top 20 Unsecured Creditor	CAC Specialty		115 Office Park Drive		Birmingham	AL	35223
Top 20 Unsecured Creditor	CAMS Renewables		910 Louisiana Street	Suite 2400	Houston	TX	77002
Citigroup Energy Inc.	Citigroup Energy Inc.	Franklin Perez	2700 Post Oak Blvd	Ste 400	Houston	TX	77056
Attorney for Claimant	Clay County Appraisal District	c/o Perdue, Brandon, Fielder, Collins & Mott, L.L.P	P.O. Box 8188		Wichita Falls	TX	76307
Taxing Authority	Clay County Appraisal District		PO Box 108	101 E Omega St	Henrietta	TX	76365
Taxing Authority	Clay County Judge		214 N. Main		Henrietta	TX	76365
Top 20 Unsecured Creditor	Douglas J. Wolf and Betty S. Wolf	Douglas Wolf	411 Wolf Lane		Windthorst	TX	76389
Top 20 Unsecured Creditor	Edward C. Moer, Jr. and Debra K. Moer	Edward Moer, Jr.	2196 Cobb Rd.		Windthorst	TX	76389
IRS	Internal Revenue Service	Centralized Insolvency Operation	PO Box 7346		Philadelphia	PA	19101-7346
Top 20 Unsecured Creditor	Jerome T. Horn, Vergie M. Horn, and Kevin Horn	Jerome Horn	219 Virgie Lane		Windthorst	TX	76389
Top 20 Unsecured Creditor	Kaye Schreiber Nichols, Bob Schreiber and Paule A. Schreiber	Kaye Nichols	15823 FM 172		Scotland	TX	76389
Top 20 Unsecured Creditor	Lloyd A. Wolf, Sr.	Lloyd Wolf	110 Parker Rd.		Wichita Falls	TX	76310
Lotus Infrastructure Partners	Lotus Infrastructure Partners	Himanshu Saxena	5 Greenwich Office Park		Greenwich	CT	06831
Top 20 Unsecured Creditor	Michael L. Garrett and Antoinette I. Garrett Trustees of the Garrett Family Trust	Michael Garrett	1999 McKinney Ave.	Suite 408	Dallas	TX	75201
Top 20 Unsecured Creditor	Prairie Grove Ranch Partnership, LLC	Michael Garrett	1999 McKinney Ave.	Suite 408	Dallas	TX	75201
Top 20 Unsecured Creditor	Risk Work		220 Roxbury Ln		Noblesville	IN	46062
Top 20 Unsecured Creditor	Robert Alvin Shroeder and Rebecca Lynn Schroeder	Robert Schroeder	317 Shroeder Lane		Windthorst	TX	76389
Top 20 Unsecured Creditor	Robert E. Steinberger, Sr. and Carolyn Sue Cox Steinberger	Robert Steinberger, Sr.	PO Box 68		Windthorst	TX	76389
Top 20 Unsecured Creditor	Tenaska	Brook Leonard	14302 FNB Parkway		Omaha	NE	68154
Top 20 Unsecured Creditor	Terrence Lee Schroeder and Scotta Lea Schroeder		PO Box 14		Windhorst	TX	76389
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts	Attn Bankruptcy Section	Lyndon B Johnson State Office Building	111 East 17th St	Austin	TX	78774
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts		PO Box 13528, Capitol Station		Austin	TX	78711-3528
Top 20 Unsecured Creditor	True Steel		19380 E 159 Rd		Ada	OK	74820
United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas		1000 Louisiana	Suite 2300	Houston	TX	77002
US Attorney General	US Department of Justice	US Attorney General	950 Pennsylvania Avenue NW		Washington	DC	20530-0001
Office of the U.S. Trustee for the Southern District of Texas (Houston Division)	US Trustee for the Southern District of Texas	Andrew Jimenez, Christopher Ross Travis	515 Rusk Street	Suite 3516	Houston	TX	77002

Exhibit E
Master Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Attorney for Clay County, Texas	Vartabedian Katz Hester & Haynes LLP	Candice Carson, Martin Sosland	2200 Ross Avenue, Suite 4200W		Dallas	TX	75201
Attorney for Clay County, Texas	Vartabedian Katz Hester & Haynes LLP	J. Robert Forshey, Mary Taylor Stanberry	301 Commerce Street, Suite 2200		Fort Worth	TX	76102
Counsel for Citibank, N.A. and Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Jennifer Hardy	600 Travis Street	Suite 2100	Houston	TX	77002
Counsel for Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Mark T. Stancil	1875 K Street, N.W.		Washington	DC	20006-1238
Counsel for Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Zain Syedain	787 Seventh Avenue		New York	NY	10019

Exhibit F

Exhibit F
Additional Parties Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
AFCO Credit Corporation		150 N. Field Drive	Suite 190		Lake Forest	IL	60045
AIG		1271 6th Ave			New York	NY	10020
ERCOT		8000 Metropolis Drive	Building E, Suite 100		Austin	TX	78744
Federal Insurance Company (Chubb)	Victoria OKeefe, Northeast Regional Manager	5400 Lyndon B Johnson Freeway	Suite 700		Dallas	TX	75240
First Insurance		450 Skokie Blvd	Ste 1000		Northbrook	IL	60062
Homeland Insurance Company of New York	Samantha Disabella, SVP Underwriting	275 Madison Ave. Ste. 902			New York	NY	10016
Moore-McNeil		PO Box 843164			Dallas	TX	75284
Office of the Texas Attorney General	Ken Paxton, AG	PO Box 12548			Austin	TX	78711-2548
Tenaska Power Services Co.	Attn Director Contract Administration	1701 E. Lamar Boulevard, Suite 100			Arlington	TX	76006
Texas Public Utility Commission		Will B. Travis Building	1701 N Congress Ave	Suite 7-110	Austin	TX	78701
United Specialty Underwriters	c/o PPS Specialty Underwriters, Inc.	Attn Monika Jahnke, President/CUO	26895 Aliso Creek Rd. #B-70		Aliso Viejo	CA	92656
US Securities & Exchange Commission	Office of the General Counsel	100 F St NE			Washington	DC	20549

Exhibit G

Exhibit G
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
A&V Water plus Utilities		PO Box 1504			Decatur	TX	76234
Accordion	Patrick OMalley	1 Vanderbilt Ave	Suite 2401		New York	NY	10017
Accordion Partners LLC	Attn General Counsel	One Vanderbilt Ave	24th Floor		New York	NY	10017
Alamo Transformer		P.O. Box 39908			San Antonio	TX	78218
Alston and Bird LLP	Attn Bradley H. Johnson	1120 South Tryon Street Suite 300			Charlotte	NC	28203
Aqua One Inc.		P.O. Box 8210			Amarillo	TX	79114
AT&T Mobility		PO Box 6416			Carol Stream	IL	60197-6416
Benchmark Gensuite		5181 Natorp Blvd	Suite 610		Mason	OH	45040
Benita Barron		PO Box 81			Windthorst	TX	76389
Berkshire Hathaway		3555 Farnam Street			Omaha	NE	68131
Blanton & Associates Inc.		P.O. Box 206543			Dallas	TX	75320
Bos Workshop		677 Lcr 432			Mexia	TX	76667
Bradley Arant Boult Cummings	Jarrod Martin	Chase Tower 600 Travis Street	Suite 5600		Houston	TX	77002
Brazos Electric Power Cooperative, Inc.	Don McKelvain	P.O. Box 2585			Waco	TX	76702-2585
Brazos Electric Power Cooperative, Inc.	Don McKelvain	7616 Bagby Ave.			Waco	TX	76712
CAMS Bluewire Technologies		910 Louisana St.	Ste. 2400		Houston	TX	77002
CAMS eSPARC		910 Louisana St.	Ste. 2400		Houston	TX	77002
Capitol Airspace Group		6350 Walker Lane	Suite 450		Alexandria	VA	22310
Citi Bank	Ashish Sood	480 Washington Blvd.	16th Floor		Jersey City	NJ	07310
Citibank, N.A.	Alston and Bird LLP	Attn Bradley H. Johnson	1120 South Tryon Street Suite 300		Charlotte	NC	28203
Citibank, N.A., as administrative and collateral agent, and Citigroup Energy Inc	Willkie Farr & Gallagher LLP	Jennifer Hardy	600 Travis Street, Suite 2100		Houston	TX	77002
Citibank, N.A., as administrative and collateral agent, and Citigroup Energy Inc		480 Washington Blvd	16th Floor		Jersey City	NJ	07310
Citigroup Energy Inc.	Willkie Farr and Gallagher LLP	Jennifer Hardy	600 Travis Street		Houston	TX	77002
Clay County Appraisal District		PO Box 108			Henrietta	TX	76365
Clay County Judge	Vartabedian Katz Hester & Haynes LLP	J. Robert Forshey, Mary Taylor Stanberry	301 Commerce Street, Suite 2200		Fort Worth	TX	76102
Cletus J. Schroeder and Darla J. Schroeder	Cletus Schroeder	2824 FM 2581			Windthorst	TX	76389
Comcell Community		PO Box 130			Windthorst	TX	76389-0130
Consolidated Asset Management Services		1 River Road			Schenectady	NY	12345
Cummings Westlake		16410 N. Eldridge Pkwy			Tomball	TX	77377-9074
Daves Bug Pro LLC		PO Box 9486			Wichita Falls	TX	76308
David Lynn Jackson and Cheryl Dawne Jackson	David Jackson	3722 US HWY 287 S			Henrietta	TX	76365
DENTONS US LLP	Attn Patrick C. Maxcy	233 South Wacker Drive, Suite 5900			Chicago	IL	60606-6361
Department of Treasury - Internal Revenue Service	Internal Revenue Service	2850 NE Independence Ave Ste 101	M/S 5334-LSM		Lees Summit	MO	64064-2327
DNV		P O Box 74007244			Chicago	IL	60674-7244
Dorsey and Whitney LLP		51 W 52nd St			New York	NY	10019
Drewry Simmons Vornehm LLP	Rick Rouch	736 Hanover Place	Suite 200		Carmel	IN	46032
DTN		18205 Capitol Ave	Ste. 100		Omaha	NE	68022
Edward Veitenheimer Sr.		574 Wyatt Road			Windthorst	TX	76389

Exhibit G
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
Electric Power Engineers, LLC		5301 Southwest Pkwy	Suite 150		Austin	TX	78735
Electric Power Systems		PO Box 958012			St. Louis	MO	63195-8012
Electric Power Systems International, Inc.		PO Box 958012			St. Louis	MO	63195
Energy Information Administration		U.S. Energy Information Administration	1000 Independence Ave. SW		Washington	DC	20585
Enterprise Crude Pipeline LLC	Attn Jay Johnson	9420 West Sam Houston Parkway North			Houston	TX	77064-6317
ESE Partners LLC	Kathryn OGorman	2002 West Grand Pkwy North	Suite 140		Katy	TX	77449
Federal Aviation Agency		800 Independence Avenue	SW		Washington	DC	20591
Fort Bend County, Texas	c/o County Attorney	Attn Bridgette Smith-Lawson	301 Jackson St		Richmond	TX	77469
GE Vernova	Baker Donelson	Susan C. Mathews	1301 McKinney Street	Suite 3700	Houston	TX	77010
GE Vernova		1 River Road			Schenectady	NY	12345
GE Vernova International LLC (f/k/a General Electric International, Inc.)	GE Vernova International LLC	Carlos Roman	300 Garlington Rd.		Greenville	SC	29615
GE Vernova International, Inc.		910 Louisiana Street	Suite 2400		Houston	TX	77002
General Electric	Gaurav Bazaz	1 RIVER ROAD			Schenectady	NY	12345
General Electric Company	Attn Robert Karl	1 River Road			Schenectady	NY	12345
Husch Blackwell		P.O. Box 790379			Saint Louis	MO	63179
ICF Incorporated, LLC.	Pat Milligan	1902 Reston Metro Plaza			Reston	VA	20190
iDeals		815 N Royal Street	Suite 202		Alexandria	VA	22314
Internal Revenue Service		2850 NE Independence Ave Ste 101	M/S 5334-LSM		Lees Summit	MO	64064-2327
IRS		P.O. Box 7346			Philadelphia	PA	19101-7346
J-A-C Electric Cooperative Inc.	Donna Bullinger	1784 FM 172			Henrietta	TX	76365-7108
J-A-C Electric Cooperative, Inc.	Attn Melvin Kim	1784 FM 172			Henrietta	TX	76365
Jimmy M. Horn	Jimmy Horn	219 Virgie Ln.			Windthorst	TX	76389
Joey R. Horn and Jessica Juan Wang	Joey Horn	219 Virgie Ln.			Windthorst	TX	76389
KPMG	Gaither Weeks	620 South Tryon Street	suite 1000		Charlotte	NC	28202
Leidos	Phil Stiles	1750 Presidents St			Reston	VA	20190
Leidos		100 Pennsylvania Ave	Suite 401		Framingham	MA	01701
Lonestar Wastewater		PO Box 431			Holliday	TX	76366
Michael Dale Jackson and Judy Kay Jackson	Michael Jackson	19556 FM 1148			Graham	TX	76450
MidAmerican Wind Tax Equity Holdings, LLC		666 Grand Avenue	Suite 500		Des Moines	IA	50309
Midway ISD	Attn Hollis Adams	12142 State Hwy 148			South Henrietta	TX	76365-7210
Nomura	Komu Kumar	309 W 49th St			New York	NY	10019
Nomura Securities International, Inc.	Attn General Counsel	309 West 49th Street	Worldwide Plaza		New York	NY	10019
ONCOR Electric Delivery Company, LLC	Les Hall	2233 B Mountain Creek Parkway			Dallas	TX	75211-6711
OSHA		U.S. Department of Labor - OSHA	200 Constitution Avenue	NW Room Number N362	Washington	DC	20210
Plaintiffs Against Shannon Wind, LLC	Attn Danae Benton	1825 Market Center Blvd Ste. 500			Dallas	TX	75207-3349
Plaintiffs Against Shannon Wind, LLC	Attn Justin Broome	c/o Hermes Law	500 North Akard Street, Suite 2050		Dallas	TX	75201
Plaintiffs Against Shannon Wind, LLC	Attn Tony Buzbee	c/o The Buzbee Law Firm	600 Travis Street Suite 7500		Houston	TX	77002
Plaintiffs Against Shannon Wind, LLC	c/o Abraham Watkins	Attn Benny Agosto, Jr.	800 Commerce Street		Houston	TX	77002
Plaintiffs Against Shannon Wind, LLC	c/o Brent Coon & Assocs.	Attn Brent Coon	300 Fannin St., Suite 200		Houston	TX	77002

Exhibit G
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
Plaintiffs Against Shannon Wind, LLC	c/o Butler Weihmuller LLP	Attn Robert Hind	18333 Preston Road, Suite 530		Dallas	TX	75252-6003
Plaintiffs Against Shannon Wind, LLC	c/o Cox, PLLC	Attn David John Booth	8144 Walnut Hill Ln Ste 1090		Dallas	TX	75231-4466
Plaintiffs Against Shannon Wind, LLC	c/o Denenberg Tuffley, PLLC	Attn Evan Malinowski	28411 Northwestern Hwy, Suite 600		Southfield	MI	48034
Plaintiffs Against Shannon Wind, LLC	c/o Dick Law Firm	Attn Eric Dick	3701 Brookwoods		Houston	TX	77092
Plaintiffs Against Shannon Wind, LLC	c/o Fears Nachawati PLLC	Attn Danae Benton	5489 Blair Road		Dallas	TX	75231
Plaintiffs Against Shannon Wind, LLC	c/o Forester Haynie PLLC	Attn Matthew McCarley	11300 North Central Expy. Suite 550		Dallas	TX	75243
Plaintiffs Against Shannon Wind, LLC	c/o Grotefeld Hoffmann	Attn Mark Grotefeld	6034 West Courtyard Drive, Suite 270		Austin	TX	78730
Plaintiffs Against Shannon Wind, LLC	c/o Grotefeld Hoffmann, LLP	Attn Mark S. Grotefeld	Shepard Mountain Plaza	6034 West Courtyard Drive, Ste. 200	Austin	TX	78730
Plaintiffs Against Shannon Wind, LLC	c/o Hendler Flores Law	Attn Scott Hendler	901 S. MoPac Expressway Bldg. 1, Suite # 300		Austin	TX	78746
Plaintiffs Against Shannon Wind, LLC	c/o Matthiesen Wickert	Attn Mark A. Solomon	11940 Jollyville Rd., Ste. 215N		Austin	TX	78759
Plaintiffs Against Shannon Wind, LLC	c/o Mostyn Law	Attn Gregory Cox	3810 W. Alabama St.		Houston	TX	77027
Plaintiffs Against Shannon Wind, LLC	c/o Napoli Shkolnik	Attn Patrick Haines	3001 Esperanza Crossing #1065		Austin	TX	78758
Plaintiffs Against Shannon Wind, LLC	c/o Robins Cloud LLP	Attn Bill Robins III	2000 West Loop South Suite 2200		Houston	TX	77027
Plaintiffs Against Shannon Wind, LLC	c/o Scott Douglass LLP	Attn Aaron Collins	303 Colorado Street, Suite 2400		Austin	TX	78701
Plaintiffs Against Shannon Wind, LLC	c/o Spagnoletti Law Firm	Attn Marcus Spagnoletti	401 Louisiana Street, 8th Floor		Houston	TX	77002
Plaintiffs Against Shannon Wind, LLC	c/o Spagnoletti Law Firm	Attn Eric Rhine	401 Louisiana Street, 8th Floor		Houston	TX	77002
Plaintiffs Against Shannon Wind, LLC	c/o The Law Office of Jeffrey S. Reddall	Attn Jeffrey S. Reddall	18756 Stone Oak Parkway, Suite 200		San Antonio	TX	78258
Plaintiffs Against Shannon Wind, LLC	c/o Thompson Brody & Kaplan, LLP	Attn Robert Elliot Wilens	161 North Clark Street, Suite 3575		Chicago	IL	60601
Plaintiffs Against Shannon Wind, LLC	Law Office of Frank J Webb	c/o Francis James (Frank) Webb	2626 Cole Ave Ste 300		Dallas	TX	75204-1094
Prairie Grove Ranch Partnership, LLC	Michael Garrett	1999 McKinney Ave.	Suite 2400		Dallas	TX	75201
Priority Power		2201 East Lamar Boulevard	Suite 275		Arlington	TX	76006
PWC		4040 W. Boy Scout Blvd			Tampa	FL	33607
Quinn Emmanuel		865 S. Figueroa Street	10th Floor		Los Angeles	CA	90017
Redbud New Energy, LLC	John Jones	110 San Antonio Street	Apt 2607		Austin	TX	78701
Renewable Performance Engineering LLC		11535 Hazeldale Ct			Boise	ID	83713
Renewstar		5 Greenwich Office Park			Greenwich	CT	06831
Risk Work	Drewry Simmons Vornehm LLP	Rick Rouch	736 Hanover Place	Suite 200	Carmel	IN	46032
Shannon Greenwich Holdings, LLC		591 West Putnam Ave			Greenwich	CT	06830
Shannon Group Holdings, LLC		591 West Putnam Ave			Greenwich	CT	06830
Shannon Partnership Holdings, LLC		591 West Putnam Ave			Greenwich	CT	06830
Sharon Adams	c/o Harrison Davis Morrison Jones, PC	Attn Steve Harrison	5 N. Ritchie Road		Waco	TX	76712
Simon Wind		8 Ebony Glade			Laguna Niguel	CA	92677-1017
Teddy W. Conrady and Adanna J. Conrady	Teddy Conrady	1159 C BAR RD			Windthorst	TX	76389
Terry W. English	c/o Property Tax Group	Attn Bryan Vecera	3730 Cypress Creek Pkwy., Ste. 224		Houston	TX	77068

Exhibit G
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
Texas Commission on Environmental Quality		P.O. Box 13087	TCEQ		Austin	TX	78711-3087
Texas Railroad Commission		P.O. Box 12967			Austin	TX	78711-2967
Texas Reliability Entity / NERC		1401 H Street NW	Suite 410		Washington	DC	20005
Texas State Comptroller		P.O. Box 149359			Austin	TX	78714-9359
The Travelers Indemnity Company	DENTONS US LLP	Attn Patrick C. Maxcy	233 South Wacker Drive, Suite 5900		Chicago	IL	60606-6361
The Travelers Indemnity Company	Travelers	Sara McKenna	One Tower Square, 4MS		Hartford	CT	06183
Travelers	Sara McKenna	One Tower Square, 4MS			Hartford	CT	06183
U.S. Securities and Exchange Commission	Office of the General Counsel	100 F Street, NE			Washington	DC	20549
Wanzek Construction		4850 32nd Ave S			Fargo	ND	58104
WaterPro Inc.		PO Box 3277			Lubbock	TX	79452
Whitaker Services		P.O. Box 713			Archer City	TX	76351
Wichita Falls Area Community Foundation		2405 Kell Blvd.	STE 100		Wichita Falls	TX	76308
Wilmington Trust	Steve Barone	PO Box 8955			Wilmington	DE	19899-8955
Winston & Strawn LLP		35 West Wacker Drive			Chicago	IL	60601-9703
Wolfs Legendairy		P.O. Box			Windthorst	TX	76389

Exhibit H

Exhibit H
Master Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Top 20 Unsecured Creditor	Alliant Insurance Services	Allie Eans	allie.eans@alliant.com
Counsel for GE Renewable Energy, LLC	Baker, Donelson, Bearman, Caldwell & Berkowitz, PC	Susan C. Mathews	smathews@bakerdonelson.com
Top 20 Unsecured Creditor	CAMS Renewables		cams_ar@camstex.com
Attorney for Claimant	Clay County Appraisal District	c/o Perdue, Brandon, Fielder, Collins & Mott, L.L.P	wichitafalls@pbfcm.com
Top 20 Unsecured Creditor	Douglas J. Wolf and Betty S. Wolf	Douglas Wolf	djwolf14@yahoo.com
Top 20 Unsecured Creditor	Jerome T. Horn, Vergie M. Horn, and Kevin Horn	Jerome Horn	may.hope@yahoo.com; horntanks@yahoo.com
Top 20 Unsecured Creditor	Lloyd A. Wolf, Sr.	Lloyd Wolf	ka8933@aol.com
Lotus Infrastructure Partners	Lotus Infrastructure Partners	Himanshu Saxena	hsaxena@lotuspartners.com
Top 20 Unsecured Creditor	Michael L. Garrett and Antoinette I. Garrett Trustees of the Garrett Family Trust	Michael Garrett	garrettm@swbell.net
Top 20 Unsecured Creditor	Robert Alvin Shroeder and Rebecca Lynn Schroeder	Robert Schroeder	BOGEY_41@hotmail.com
Top 20 Unsecured Creditor	Tenaska	Brook Leonard	bleonard@tnsk.com
Top 20 Unsecured Creditor	Terrence Lee Schroeder and Scotta Lea Schroeder		wds@comcell.net
United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas		usatxs.civilnotice@usdoj.gov
Office of the U.S. Trustee for the Southern District of Texas (Houston Division)	US Trustee for the Southern District of Texas	Andrew Jimenez, Christopher Ross Travis	andrew.jimenez@usdoj.gov; C.Ross.Travis@usdoj.gov USTPRegion07.HU.ECF@USDOJ.GOV
Attorney for Clay County, Texas	Vartabedian Katz Hester & Haynes LLP	Candice Carson, Martin Sosland	Candice.carson@vkhh.com; martin.sosland@vkhh.com
Attorney for Clay County, Texas	Vartabedian Katz Hester & Haynes LLP	J. Robert Forshey, Mary Taylor Stanberry	Bobby.forshey@vkhh.com; Mary.stanberry@vkhh.com
Counsel for Citibank, N.A. and Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Jennifer Hardy	jhardy2@willkie.com
Counsel for Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Mark T. Stancil	mstancil@willkie.com
Counsel for Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Zain Syedain	zsyedain@willkie.com

Exhibit I

Exhibit I
Class 3 Prepetition Secured Obligations Claims
Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
Citibank, N.A.	Attn Angelica Ramirez	angelica1.ramirez@citi.com
Citigroup Energy Inc.	Attn Jason Pillai	jason.pillai@citi.com
Citigroup Energy Inc.	Willkie Farr & Gallagher LLP	jhardy2@willkie.com; mstancil@willkie.com; zsyedain@willkie.com

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]	

CERTIFICATE OF SERVICE

I, Scott M. Ewing, depose and say that I am employed by Kurtzman Carson Consultants, LLC dba Verita Global ("Verita"), the claims and noticing agent for the Debtor in the above-captioned case.

On May 13, 2026, at my direction and under my supervision, employees of Verita caused to be served the following document via Electronic Mail upon the service list attached hereto as **Exhibit A**; via Overnight Mail upon the service list attached hereto as **Exhibit B**; and via First Class Mail upon the service list attached hereto as **Exhibit C**:

- **Notice of (A) Executory Contracts and Unexpired Leases to be Assumed or Assumed and Assigned by the Debtor Pursuant to the Plan, (B) Cure Amounts, If Any, and (C) Related Procedures in Connection Therewith** [Docket No. 168]

Dated: May 15, 2026

/s/ Scott M. Ewing
Scott M. Ewing
Verita
222 N Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245
Tel 310.823.9000

[1] The last four digits of the Debtor's federal tax identification number are 3562. For the purpose of this chapter 11 case, the Debtor's address is 1920 McKinney Ave, Suite 950, Dallas, TX, 75201. Additional information regarding the Debtor's case can be found on the website of the Debtor's proposed claims and noticing agent at https://www.veritaglobal.net/shannon.

2690124260515000000000001

Exhibit A

Exhibit A
Master Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Top 20 Unsecured Creditor	Alliant Insurance Services	Allie Eans	allie.eans@alliant.com
Counsel for GE Renewable Energy, LLC	Baker, Donelson, Bearman, Caldwell & Berkowitz, PC	Susan C. Mathews	smathews@bakerdonelson.com
Top 20 Unsecured Creditor	CAMS Renewables		cams_ar@camstex.com
Attorney for Claimant	Clay County Appraisal District	c/o Perdue, Brandon, Fielder, Collins & Mott, L.L.P	wichitafalls@pbfcm.com
Top 20 Unsecured Creditor	Douglas J. Wolf and Betty S. Wolf	Douglas Wolf	djwolf14@yahoo.com
Attorneys for1370 Clean Energy LLC	Gibson, Dunn & Crutcher LLP	Jason Zachary Goldstein, Robert E. Fitzgerald	JGoldstein@gibsondunn.com; RFitzgerald@gibsondunn.com
Attorneys for1370 Clean Energy LLC	Gibson, Dunn & Crutcher LLP	Pleasant Garner	PGarner@gibsondunn.com
Top 20 Unsecured Creditor	Jerome T. Horn, Vergie M. Horn, and Kevin Horn	Jerome Horn	may.hope@yahoo.com; horntanks@yahoo.com
Top 20 Unsecured Creditor	Lloyd A. Wolf, Sr.	Lloyd Wolf	ka8933@aol.com
Lotus Infrastructure Partners	Lotus Infrastructure Partners	Himanshu Saxena	hsaxena@lotuspartners.com
Top 20 Unsecured Creditor	Michael L. Garrett and Antoinette I. Garrett Trustees of the Garrett Family Trust	Michael Garrett	garrettm@swbell.net
Top 20 Unsecured Creditor	Robert Alvin Shroeder and Rebecca Lynn Schroeder	Robert Schroeder	BOGEY_41@hotmail.com
Top 20 Unsecured Creditor	Tenaska	Brook Leonard	bleonard@tnsk.com
Top 20 Unsecured Creditor	Terrence Lee Schroeder and Scotta Lea Schroeder		wds@comcell.net
United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas		usatxs.civilnotice@usdoj.gov
Office of the U.S. Trustee for the Southern District of Texas (Houston Division)	US Trustee for the Southern District of Texas	Andrew Jimenez, Christopher Ross Travis	andrew.jimenez@usdoj.gov; C.Ross.Travis@usdoj.gov; USTPRegion07.HU.ECF@USDOJ.GOV
Attorney for Clay County, Texas	Vartabedian Katz Hester & Haynes LLP	Candice Carson, Martin Sosland	Candice.carson@vkhh.com; martin.sosland@vkhh.com
Attorney for Clay County, Texas	Vartabedian Katz Hester & Haynes LLP	J. Robert Forshey, Mary Taylor Stanberry	Bobby.forshey@vkhh.com; Mary.stanberry@vkhh.com
Counsel for Citibank, N.A. and Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Jennifer Hardy	jhardy2@willkie.com
Counsel for Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Mark T. Stancil	mstancil@willkie.com
Counsel for Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Zain Syedain	zsyedain@willkie.com

Exhibit B

Exhibit B
Contract Counterparty Service List
Served via Overnight Mail

CreditorName	CreditorNoticeName	Address1	City	State	Zip
Cummings Westlake LLC	Attn Greg Maxim, Partner	16410 N. Eldridge Pkwy	Tomball	TX	77377-9074

Exhibit C

Exhibit C
Master Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Top 20 Unsecured Creditor	Arthur H. Litteken and Shirley D. Litteken	Shirley Litteken	377 Litteken Drive		Windthorst	TX	76389
Top 20 Unsecured Creditor	CAC Specialty		115 Office Park Drive		Birmingham	AL	35223
Citigroup Energy Inc.	Citigroup Energy Inc.	Franklin Perez	2700 Post Oak Blvd	Ste 400	Houston	TX	77056
Taxing Authority	Clay County Appraisal District		PO Box 108	101 E Omega St	Henrietta	TX	76365
Taxing Authority	Clay County Judge		214 N. Main		Henrietta	TX	76365
Top 20 Unsecured Creditor	CommTech		834 SE 34th Ave		Amarillo	TX	79103
Top 20 Unsecured Creditor	Edward C. Moer, Jr. and Debra K. Moer	Edward Moer, Jr.	2196 Cobb Rd.		Windthorst	TX	76389
IRS	Internal Revenue Service	Centralized Insolvency Operation	PO Box 7346		Philadelphia	PA	19101-7346
Top 20 Unsecured Creditor	Kaye Schreiber Nichols, Bob Schreiber and Paule A. Schreiber	Kaye Nichols	15823 FM 172		Scotland	TX	76389
Top 20 Unsecured Creditor	McGuire Woods		800 E. Canal Street		Richmond	VA	23219
Top 20 Unsecured Creditor	Prairie Grove Ranch Partnership, LLC	Michael Garrett	1999 McKinney Ave.	Suite 408	Dallas	TX	75201
Top 20 Unsecured Creditor	Risk Work		220 Roxbury Ln		Noblesville	IN	46062
Top 20 Unsecured Creditor	Robert E. Steinberger, Sr. and Carolyn Sue Cox Steinberger	Robert Steinberger, Sr.	PO Box 68		Windthorst	TX	76389
Top 20 Unsecured Creditor	Safety Kleen		42 Longwater Dr.		Norwell	MA	02061
Shannon Wind Holdings, LLC	Shannon Wind Holdings, LLC	c/o The Corporation Trust Company	Registered Agent	1209 Orange St	Wilmington	DE	19801
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts	Attn Bankruptcy Section	Lyndon B Johnson State Office Building	111 East 17th St	Austin	TX	78774
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts		PO Box 13528, Capitol Station		Austin	TX	78711-3528
Top 20 Unsecured Creditor	True Steel		19380 E 159 Rd		Ada	OK	74820
US Attorney General	US Department of Justice	US Attorney General	950 Pennsylvania Avenue NW		Washington	DC	20530-0001

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]	

CERTIFICATE OF SERVICE

I, Scott M. Ewing, depose and say that I am employed by Kurtzman Carson Consultants, LLC dba Verita Global ("Verita"), the claims and noticing agent for the Debtor in the above-captioned case.

On May 20, 2026, at my direction and under my supervision, employees of Verita caused to be served the following document via Electronic Mail upon the service lists attached hereto as **Exhibit A** and **Exhibit B**; via Overnight Mail upon the service list attached hereto as **Exhibit C**; and via First Class Mail upon the service list attached hereto as **Exhibit D**:

- **Notice of Filing of Plan Supplement** [Docket No. 187]

Dated: May 27, 2026

/s/ Scott M. Ewing
Scott M. Ewing
Verita
222 N Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245
Tel 310.823.9000

[1] The last four digits of the Debtor's federal tax identification number are 3562. For the purpose of this chapter 11 case, the Debtor's address is 1920 McKinney Ave, Suite 950, Dallas, TX, 75201. Additional information regarding the Debtor's case can be found on the website of the Debtor's proposed claims and noticing agent at https://www.veritaglobal.net/shannon.

2690124260527000000000002

Exhibit A

Exhibit A
Master Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Top 20 Unsecured Creditor	Alliant Insurance Services	Allie Eans	allie.eans@alliant.com
Top 20 Unsecured Creditor	CAMS Renewables		cams_ar@camstex.com
Top 20 Unsecured Creditor	Douglas J. Wolf and Betty S. Wolf	Douglas Wolf	djwolf14@yahoo.com
Attorneys for1370 Clean Energy LLC	Gibson, Dunn & Crutcher LLP	Jason Zachary Goldstein, Robert E. Fitzgerald	JGoldstein@gibsondunn.com; RFitzgerald@gibsondunn.com
Attorneys for1370 Clean Energy LLC	Gibson, Dunn & Crutcher LLP	Pleasant Garner	PGarner@gibsondunn.com
Top 20 Unsecured Creditor	Jerome T. Horn, Vergie M. Horn, and Kevin Horn	Jerome Horn	may.hope@yahoo.com; horntanks@yahoo.com
Top 20 Unsecured Creditor	Lloyd A. Wolf, Sr.	Lloyd Wolf	ka8933@aol.com
Lotus Infrastructure Partners	Lotus Infrastructure Partners	Himanshu Saxena	hsaxena@lotuspartners.com
Top 20 Unsecured Creditor	Michael L. Garrett and Antoinette I. Garrett Trustees of the Garrett Family Trust	Michael Garrett	garrettm@swbell.net
Top 20 Unsecured Creditor	Robert Alvin Shroeder and Rebecca Lynn Schroeder	Robert Schroeder	BOGEY_41@hotmail.com
Top 20 Unsecured Creditor	Tenaska	Brook Leonard	bleonard@tnsk.com
Top 20 Unsecured Creditor	Terrence Lee Schroeder and Scotta Lea Schroeder		wds@comcell.net
United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas		usatxs.civilnotice@usdoj.gov
Office of the U.S. Trustee for the Southern District of Texas (Houston Division)	US Trustee for the Southern District of Texas	Andrew Jimenez, Christopher Ross Travis	andrew.jimenez@usdoj.gov; C.Ross.Travis@usdoj.gov; USTPRegion07.HU.ECF@USDOJ.GOV
Attorney for Clay County, Texas	Vartabedian Katz Hester & Haynes LLP	Candice Carson, Martin Sosland	Candice.carson@vkhh.com; martin.sosland@vkhh.com
Counsel for Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Mark T. Stancil	mstancil@willkie.com
Counsel for Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Zain Syedain	zsyedain@willkie.com

Exhibit B

Exhibit B
Voting Parties Service List
Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
Capitol Airspace Group LLC		lauren.hicks@capitolairspace.com
Citibank, N.A.	Alston and Bird LLP	brad.johnson@alston.com
Citibank, N.A.	Attn Angelica Ramirez	angelica1.ramirez@citi.com
Citigroup Energy Inc.	Attn Jason Pillai	jason.pillai@citi.com
Citigroup Energy Inc.	Willkie Farr and Gallagher LLP	jhardy2@willkie.com
Clay County Appraisal District	Mollie Lerew	mlerew@pbfcm.com; wichitafalls@pbfcm.com
Clay County Judge	Vartabedian Katz Hester & Haynes LLP	Bobby.forshey@vkhh.com; Mary.stanberry@vkhh.com
CommTech LLC		accounting@commtech.co; jay@commtech.co
Department of Treasury - Internal Revenue	Internal Revenue Service	jane.franklin@irs.gov
Electric Power Systems International, Inc.		accountsreceivable@epsii.com
Electric Power Systems International, Inc.		p.croft@voltyx.com; c.mawhinney@voltyx.com
GE Vernova International LLC (f/k/a General Electric International, Inc.)	GE Vernova International LLC	Carlos.Roman@gevernova.com
GE Vernova International LLC (f/k/a General Electric International, Inc.)	Susan C. Mathews	smathews@bakerdonelson.com
Matthieson, Wickert, Lehrer, S.C.	Attn Mark Solomon	mjanda@mwl-law.com; msolomon@mwl-law.com
McGuire Woods		ARTASKFORCE@MCGUIREWOODS.COM
Safety-Kleen Systems, Inc.	Brandon Lowy	lowy.brandon@cleanharbors.com
Shannon Wind Holdings, LLC		jlevy@lotuspartners.com
The Buzbee Law Firm	Attn Tony Buzbee	info@txattorneys.com; Ataylor@txattorneys.com
The Travelers Indemnity Company	Mary C. Duffy Boardman, Executive Counsel	mcduffyb@travelers.com; smckenn2@travelers.com
The Travelers Indemnity Company	Travelers	smckenn2@travelers.com

Exhibit C

Exhibit C
Voting Parties Service List
Served via Overnight Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Capitol Airspace Group LLC		6350 Walker Lane, Suite 450		Alexandria	VA	22310
Citibank, N.A.	Alston and Bird LLP	Attn Bradley H. Johnson	1120 South Tryon Street Suite 300	Charlotte	NC	28203
Citibank, N.A.	Attn Angelica Ramirez	388 Greenwich Street 14th Floor		New York	NY	10013
Citigroup Energy Inc.	Attn Jason Pillai	2800 Post Oak Blvd. Suite 500		Houston	TX	77056
Citigroup Energy Inc.	Willkie Farr and Gallagher LLP	Jennifer Hardy	600 Travis Street	Houston	TX	77002
Clay County Appraisal District	Mollie Lerew	Perdue, Brandon, Fielder, Collins & Mott, L.L.P.	PO Box 8188	Wichita Falls	TX	76307
Clay County Appraisal District		PO Box 108		Henrietta	TX	76365
Clay County Judge	Vartabedian Katz Hester & Haynes LLP	J. Robert Forshey, Mary Taylor Stanberry	301 Commerce Street, Suite 2200	Fort Worth	TX	76102
Clay County Judge		214 N. Main		Henrietta	TX	76365
CommTech LLC		834 SE 34th Ave		Amarillo	TX	79103
Department of Treasury - Internal Revenue Service	Internal Revenue Service	2970 Market St		Philadelphia	PA	19104
Department of Treasury - Internal Revenue Service	Internal Revenue Service	2850 NE Independence Ave Ste 101	M/S 5334-LSM	Lees Summit	MO	64064-2327
Electric Power Systems International, Inc.		58 Progress Parkway		Maryland Heights	MO	63043
Electric Power Systems International, Inc.		PO Box 958012		St. Louis	MO	63195
GE Vernova International LLC (f/k/a General Electric International, Inc.)	GE Vernova International LLC	Carlos Roman	300 Garlington Rd.	Greenville	SC	29615
GE Vernova International LLC (f/k/a General Electric International, Inc.)	Susan C. Mathews	Baker Donelson	1301 McKinney St., Suite 3700	Houston	TX	77010
Matthieson, Wickert, Lehrer, S.C.	Attn Mark Solomon	11940 Jollyville Rd Ste 215N		Austin	TX	78759
McGuire Woods		800 E. Canal Street		Richmond	VA	23219-3916
Midway ISD	Attn Hollis Adams	12142 State Hwy 148		South Henrietta	TX	76365-7210
Safety-Kleen Systems, Inc.	Brandon Lowy	42 Longwater Drive		Norwell	MA	02061
Shannon Wind Holdings, LLC	c/o The Corporation Trust Company	Registered Agent	1209 Orange St	Wilmington	DE	19801
Shannon Wind Holdings, LLC		5 Greenwich Office Park, 2nd Floor		Greenwich	CT	06831
Texas Excavation Safety System		PO Box 678058		Dallas	TX	75267
The Buzbee Law Firm	Attn Tony Buzbee	600 Travis Street Suite 7500		Houston	TX	77002
The Travelers Indemnity Company	DENTONS US LLP	Attn Patrick C. Maxcy	233 South Wacker Drive, Suite 5900	Chicago	IL	60606-6361
The Travelers Indemnity Company	Mary C. Duffy Boardman, Executive Counsel	One Tower Square 0000-08MSA		Hartford	CT	06183
The Travelers Indemnity Company	Travelers	Sara McKenna	One Tower Square, 4MS	Hartford	CT	06183
Waste Connection		PO Box 819, DISTRICT NO. 5187		Iowa Park	TX	76367-0819

Exhibit D

Exhibit D
Master Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Top 20 Unsecured Creditor	Arthur H. Litteken and Shirley D. Litteken	Shirley Litteken	377 Litteken Drive		Windthorst	TX	76389
Top 20 Unsecured Creditor	CAC Specialty		115 Office Park Drive		Birmingham	AL	35223
Citigroup Energy Inc.	Citigroup Energy Inc.	Franklin Perez	2700 Post Oak Blvd	Ste 400	Houston	TX	77056
Top 20 Unsecured Creditor	CommTech		834 SE 34th Ave		Amarillo	TX	79103
Top 20 Unsecured Creditor	Edward C. Moer, Jr. and Debra K. Moer	Edward Moer, Jr.	2196 Cobb Rd.		Windthorst	TX	76389
Top 20 Unsecured Creditor	Kaye Schreiber Nichols, Bob Schreiber and Paule A. Schreiber	Kaye Nichols	15823 FM 172		Scotland	TX	76389
Top 20 Unsecured Creditor	McGuire Woods		800 E. Canal Street		Richmond	VA	23219
Top 20 Unsecured Creditor	Prairie Grove Ranch Partnership, LLC	Michael Garrett	1999 McKinney Ave.	Suite 408	Dallas	TX	75201
Top 20 Unsecured Creditor	Risk Work		220 Roxbury Ln		Noblesville	IN	46062
Top 20 Unsecured Creditor	Robert E. Steinberger, Sr. and Carolyn Sue Cox Steinberger	Robert Steinberger, Sr.	PO Box 68		Windthorst	TX	76389
Top 20 Unsecured Creditor	Safety Kleen		42 Longwater Dr.		Norwell	MA	02061
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts	Attn Bankruptcy Section	Lyndon B Johnson State Office Building	111 East 17th St	Austin	TX	78774
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts		PO Box 13528, Capitol Station		Austin	TX	78711-3528
Top 20 Unsecured Creditor	True Steel		19380 E 159 Rd		Ada	OK	74820
US Attorney General	US Department of Justice	US Attorney General	950 Pennsylvania Avenue NW		Washington	DC	20530-0001

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]	

CERTIFICATE OF SERVICE

I, Scott M. Ewing, depose and say that I am employed by Kurtzman Carson Consultants, LLC dba Verita Global ("Verita"), the claims and noticing agent for the Debtor in the above-captioned case.

On May 22, 2026, at my direction and under my supervision, employees of Verita caused to be served the following documents via Electronic Mail upon the service list attached hereto as **Exhibit A**; and via First Class Mail upon the service list attached hereto as **Exhibit B**:

- **Debtor's Motion for Entry of an Order (I) Extending the Exclusivity Periods Pursuant to Section 1121 of the Bankruptcy Code and (II) Granting Related Relief** [Docket No. 188]
- **Order (I) Extending the Deadline by Which the Debtor May Remove Civil Actions and (II) Granting Related Relief** [Docket No. 189]
- **Supplemental Notice of (A) Executory Contracts and Unexpired Leases to be Assumed or Assumed and Assigned by the Debtor Pursuant to the Plan, (B) Cure Amounts, If Any, and (C) Related Procedures in Connection Therewith** [Docket No. 190]

Furthermore, on May 22, 2026, at my direction and under my supervision, employees of Verita caused to be served the following document via Electronic Mail upon the service list attached hereto as **Exhibit C**; and via First Class Mail upon the service list attached hereto as **Exhibit D**:

- **Order (I) Extending the Deadline by Which the Debtor May Remove Civil Actions and (II) Granting Related Relief** [Docket No. 189]

[*Remainder of page intentionally left blank*]

[1] The last four digits of the Debtor's federal tax identification number are 3562. For the purpose of this chapter 11 case, the Debtor's address is 1920 McKinney Ave, Suite 950, Dallas, TX, 75201. Additional information regarding the Debtor's case can be found on the website of the Debtor's proposed claims and noticing agent at https://www.veritaglobal.net/shannon.

2690124260528000000000001

Furthermore, on May 22, 2026, at my direction and under my supervision, employees of Verita caused to be served the following document via Electronic Mail upon the service list attached hereto as **Exhibit E**; and via Overnight Mail upon the service list attached hereto as **Exhibit F**:

- **Supplemental Notice of (A) Executory Contracts and Unexpired Leases to be Assumed or Assumed and Assigned by the Debtor Pursuant to the Plan, (B) Cure Amounts, If Any, and (C) Related Procedures in Connection Therewith** [Docket No. 190]

Dated: May 28, 2026

/s/ Scott M. Ewing
Scott M. Ewing
Verita
222 N Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245
Tel 310.823.9000

Exhibit A

Exhibit A
Master Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Top 20 Unsecured Creditor	Alliant Insurance Services	Allie Eans	allie.eans@alliant.com
Counsel for GE Renewable Energy, LLC	Baker, Donelson, Bearman, Caldwell & Berkowitz, PC	Susan C. Mathews	smathews@bakerdonelson.com
Top 20 Unsecured Creditor	CAMS Renewables		cams_ar@camstex.com
Attorney for Claimant	Clay County Appraisal District	c/o Perdue, Brandon, Fielder, Collins & Mott, L.L.P	wichitafalls@pbfcm.com
Top 20 Unsecured Creditor	Douglas J. Wolf and Betty S. Wolf	Douglas Wolf	djwolf14@yahoo.com
Attorneys for1370 Clean Energy LLC	Gibson, Dunn & Crutcher LLP	Jason Zachary Goldstein, Robert E. Fitzgerald	JGoldstein@gibsondunn.com; RFitzgerald@gibsondunn.com
Attorneys for1370 Clean Energy LLC	Gibson, Dunn & Crutcher LLP	Pleasant Garner	PGarner@gibsondunn.com
Top 20 Unsecured Creditor	Jerome T. Horn, Vergie M. Horn, and Kevin Horn	Jerome Horn	may.hope@yahoo.com; horntanks@yahoo.com
Top 20 Unsecured Creditor	Lloyd A. Wolf, Sr.	Lloyd Wolf	ka8933@aol.com
Lotus Infrastructure Partners	Lotus Infrastructure Partners	Himanshu Saxena	hsaxena@lotuspartners.com
Top 20 Unsecured Creditor	Michael L. Garrett and Antoinette I. Garrett Trustees of the Garrett Family Trust	Michael Garrett	garrettm@swbell.net
Top 20 Unsecured Creditor	Robert Alvin Shroeder and Rebecca Lynn Schroeder	Robert Schroeder	BOGEY_41@hotmail.com
Top 20 Unsecured Creditor	Tenaska	Brook Leonard	bleonard@tnsk.com
Top 20 Unsecured Creditor	Terrence Lee Schroeder and Scotta Lea Schroeder		wds@comcell.net
United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas		usatxs.civilnotice@usdoj.gov
Office of the U.S. Trustee for the Southern District of Texas (Houston Division)	US Trustee for the Southern District of Texas	Andrew Jimenez, Christopher Ross Travis	andrew.jimenez@usdoj.gov; C.Ross.Travis@usdoj.gov; USTPRegion07.HU.ECF@USDOJ.GOV
Attorney for Clay County, Texas	Vartabedian Katz Hester & Haynes LLP	Candice Carson, Martin Sosland	Candice.carson@vkhh.com; martin.sosland@vkhh.com
Attorney for Clay County, Texas	Vartabedian Katz Hester & Haynes LLP	J. Robert Forshey, Mary Taylor Stanberry	Bobby.forshey@vkhh.com; Mary.stanberry@vkhh.com
Counsel for Citibank, N.A. and Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Jennifer Hardy	jhardy2@willkie.com
Counsel for Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Mark T. Stancil	mstancil@willkie.com
Counsel for Citigroup Energy, Inc.	Willkie Farr & Gallagher LLP	Zain Syedain	zsyedain@willkie.com

Exhibit B

Exhibit B
Master Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Top 20 Unsecured Creditor	Arthur H. Litteken and Shirley D. Litteken	Shirley Litteken	377 Litteken Drive		Windthorst	TX	76389
Top 20 Unsecured Creditor	CAC Specialty		115 Office Park Drive		Birmingham	AL	35223
Citigroup Energy Inc.	Citigroup Energy Inc.	Franklin Perez	2700 Post Oak Blvd	Ste 400	Houston	TX	77056
Taxing Authority	Clay County Appraisal District		PO Box 108	101 E Omega St	Henrietta	TX	76365
Taxing Authority	Clay County Judge		214 N. Main		Henrietta	TX	76365
Top 20 Unsecured Creditor	CommTech		834 SE 34th Ave		Amarillo	TX	79103
Top 20 Unsecured Creditor	Edward C. Moer, Jr. and Debra K. Moer	Edward Moer, Jr.	2196 Cobb Rd.		Windthorst	TX	76389
IRS	Internal Revenue Service	Centralized Insolvency Operation	PO Box 7346		Philadelphia	PA	19101-7346
Top 20 Unsecured Creditor	Kaye Schreiber Nichols, Bob Schreiber and Paule A. Schreiber	Kaye Nichols	15823 FM 172		Scotland	TX	76389
Top 20 Unsecured Creditor	McGuire Woods		800 E. Canal Street		Richmond	VA	23219
Top 20 Unsecured Creditor	Prairie Grove Ranch Partnership, LLC	Michael Garrett	1999 McKinney Ave.	Suite 408	Dallas	TX	75201
Top 20 Unsecured Creditor	Risk Work		220 Roxbury Ln		Noblesville	IN	46062
Top 20 Unsecured Creditor	Robert E. Steinberger, Sr. and Carolyn Sue Cox Steinberger	Robert Steinberger, Sr.	PO Box 68		Windthorst	TX	76389
Top 20 Unsecured Creditor	Safety Kleen		42 Longwater Dr.		Norwell	MA	02061
Shannon Wind Holdings, LLC	Shannon Wind Holdings, LLC	c/o The Corporation Trust Company	Registered Agent	1209 Orange St	Wilmington	DE	19801
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts	Attn Bankruptcy Section	Lyndon B Johnson State Office Building	111 East 17th St	Austin	TX	78774
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts		PO Box 13528, Capitol Station		Austin	TX	78711-3528
Top 20 Unsecured Creditor	True Steel		19380 E 159 Rd		Ada	OK	74820
US Attorney General	US Department of Justice	US Attorney General	950 Pennsylvania Avenue NW		Washington	DC	20530-0001

Exhibit C

Exhibit C
Litigation Parties Service List
Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
Acceptance Indemnity Insurance Company	Attn Mark Solomon	mjanda@mwl-law.com; msolomon@mwl-law.com
Fort Bend County, Texas	c/o County Attorney	Bridgette.Smith-Lawson@fbctx.gov
Harco National Insurance Company	Attn Mark Solomon	mjanda@mwl-law.com; msolomon@mwl-law.com
Housing Authority Property Insurance, A Mutual Company	Attn Mark Solomon	mjanda@mwl-law.com; msolomon@mwl-law.com
Housing Enterprise Insurance Company, Inc.	Attn Mark Solomon	mjanda@mwl-law.com; msolomon@mwl-law.com
Laura Woodring, Individually and OBO David Woodrings Estate	Attn Tony Buzbee	ataylor@txattorneys.com
National Union Fire Insurance Company of Pittsburgh, PA	Attn Mark Solomon	mjanda@mwl-law.com; msolomon@mwl-law.com
Occidental Insurance Company	Attn Mark Solomon	mjanda@mwl-law.com; msolomon@mwl-law.com
Plaintiffs Against Shannon Wind, LLC	Attn Danae Benton	dbenton@cochrantexas.com
Plaintiffs Against Shannon Wind, LLC	Attn Justin Broome	justin@hermes-law.com
Plaintiffs Against Shannon Wind, LLC	Attn Tony Buzbee	info@txattorneys.com; Ataylor@txattorneys.com
Plaintiffs Against Shannon Wind, LLC	c/o Brent Coon & Assocs.	helpdesk@bcoonlaw.com
Plaintiffs Against Shannon Wind, LLC	c/o Butler Weihmuller LLP	hhind@butler.legal
Plaintiffs Against Shannon Wind, LLC	c/o Cox, PLLC	dbooth@coxpllc.com
Plaintiffs Against Shannon Wind, LLC	c/o Denenberg Tuffley, PLLC	emalinowski@dt-law.com
Plaintiffs Against Shannon Wind, LLC	c/o Fears Nachawati PLLC	info@cochrantexas.com
Plaintiffs Against Shannon Wind, LLC	c/o Forester Haynie PLLC	mccarley@foresterhaynie.com
Plaintiffs Against Shannon Wind, LLC	c/o Grotefeld Hoffmann, LLP	mgrotefeld@ghlaw-llp.com
Plaintiffs Against Shannon Wind, LLC	c/o Hendler Flores Law	shendler@hendlerlaw.com
Plaintiffs Against Shannon Wind, LLC	c/o Matthiesen Wickert	msolomon@mwl-law.com
Plaintiffs Against Shannon Wind, LLC	c/o Robins Cloud LLP	robins@robinscloud.com
Plaintiffs Against Shannon Wind, LLC	c/o Scott Douglass LLP	acollins@scottdoug.com
Plaintiffs Against Shannon Wind, LLC	c/o Thompson Brody & Kaplan, LLP	wilens@tbkllp.com
SafePort Insurance Company	Attn Mark Solomon	mjanda@mwl-law.com; msolomon@mwl-law.com
Southern Vanguard Insurance Company	Attn Mark Solomon	mjanda@mwl-law.com
Terry W. English	c/o Property Tax Group	info@propertytaxgroup.com
The Travelers Indemnity Company	Mary C. Duffy Boardman	mcduffyb@travelers.com; smckenn2@travelers.com
Transguard Insurance Company	Attn Mark Solomon	mjanda@mwl-law.com; msolomon@mwl-law.com
Travelers	Sara McKenna	smckenn2@travelers.com
Wilshire Insurance Company	Attn Mark Solomon	mjanda@mwl-law.com; msolomon@mwl-law.com

Exhibit D

Exhibit D
Litigation Parties Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Dentons US LLP	Attn Patrick C. Maxcy	233 South Wacker Drive, Suite 5900		Chicago	IL	60606-6361
Plaintiffs Against Shannon Wind, LLC	c/o Abraham Watkins	Attn Benny Agosto, Jr.	800 Commerce Street	Houston	TX	77002
Plaintiffs Against Shannon Wind, LLC	c/o Dick Law Firm	Attn Eric Dick	3701 Brookwoods	Houston	TX	77092
Plaintiffs Against Shannon Wind, LLC	c/o Fears Nachawati PLLC	Attn Danae Benton	5489 Blair Road	Dallas	TX	75231
Plaintiffs Against Shannon Wind, LLC	c/o Grotefeld Hoffmann	Attn Mark Grotefeld	6034 West Courtyard Drive, Suite 270	Austin	TX	78730
Plaintiffs Against Shannon Wind, LLC	c/o Mostyn Law	Attn Gregory Cox	3810 W. Alabama St.	Houston	TX	77027
Plaintiffs Against Shannon Wind, LLC	c/o Napoli Shkolnik	Attn Patrick Haines	3001 Esperanza Crossing #1065	Austin	TX	78758
Plaintiffs Against Shannon Wind, LLC	c/o Spagnoletti Law Firm	Attn Eric Rhine	401 Louisiana Street, 8th Floor	Houston	TX	77002
Plaintiffs Against Shannon Wind, LLC	c/o Spagnoletti Law Firm	Attn Marcus Spagnoletti	401 Louisiana Street, 8th Floor	Houston	TX	77002
Plaintiffs Against Shannon Wind, LLC	c/o The Law Office of Jeffrey S. Reddall	Attn Jeffrey S. Reddall	18756 Stone Oak Parkway, Suite 200	San Antonio	TX	78258
Plaintiffs Against Shannon Wind, LLC	Law Office of Frank J Webb	c/o Francis James (Frank) Webb	2626 Cole Ave Ste 300	Dallas	TX	75204-1094
Sharon Adams	c/o Harrison Davis Morrison Jones, PC	Attn Steve Harrison	5 N. Ritchie Road	Waco	TX	76712
Terry W. English	c/o Property Tax Group	Attn Bryan Vecera	3730 Cypress Creek Pkwy., Ste. 224	Houston	TX	77068

Exhibit E

Exhibit E
Contract Counterparties Service List
Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
Albus	c/o Mendes & Mount	kristina.williams@powerenergyrisk.com; jonathan.simes@powerenergyrisk.com; PERSEclaims@powerenergyrisk.com
BMS Group Ltd.	c/o Lloyd's America, Inc.	energyproperty@bmsgroup.com
BMS Group Ltd.	c/o Lloyd's America, Inc.	Matthew.cocklin@bmsgroup.com
Federal Insurance Company (Chubb)	Attn: Legal Department	CUSTOMERCARE@CHUBB.COM; ChubbUSCustomerServices@chubb.com
HDI Specialty Insurance Company	Attn: Legal Department	fellipe.aguiar@us.hdi.global; art.brown@us.hdi.global; newclaims@us.hdi.global
Homeland Insurance Company of New York	c/o Ocrea Risk Services, LLC dba Resilience	claims@resilienceinsurance.com
National Union Fire Insurance Company of Pittsburgh, PA	Attn: Legal Department	TOSERVE@aig.com
Nautilus Insurance Company	Attn: John Briggs	Claims@berkleypro.com; nicclaims@nautilus-ins.com
Power Energy Risk (PERSe)	c/o Mendes & Mount	kristina.williams@powerenergyrisk.com; jonathan.simes@powerenergyrisk.com; PERSEclaims@powerenergyrisk.com
United Specialty Insurance Company	c/o Lloyd's America, Inc.	bhildebrand@pps-su.com; repclaims@pps-su.com; klund@pps-su.com

Exhibit F

Exhibit F
Contract Counterparties Service List
Served via Overnight Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
Albus	Attn: Legal Department	23 Corporate Plaza, Suite 248			Newport Beach	CA	92660
Albus	c/o Mendes & Mount	750 Seventh Avenue			New York	NY	10019-6829
BMS Group Ltd.	c/o Lloyd's America, Inc.	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
Federal Insurance Company (Chubb)	Attn: Legal Department	202B Halls Mill Road			Whitehouse Station	NJ	08889
HDI Specialty Insurance Company	Attn: Legal Department	161 North Clark Street, 48th Floor			Chicago	IL	60601
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
National Union Fire Insurance Company of Pittsburgh, PA	Attn: Legal Department	1271 Ave. of the Americas, FL 37			New York	NY	10020-1304
Nautilus Insurance Company	Attn: John Briggs	7233 East Butherus Drive			Scottsdale	AZ	85260
Nautilus Insurance Company	Attn: Legal Department	7233 East Butherus Drive			Scottsdale	AZ	85260
Nautilus Insurance Company	c/o Berkley Professional Liability	Attention: Legal Department	757 Third Avenue, 10th Floor		New York	NY	10017
Power Energy Risk (PERSe)	Attn: Legal Department	23 Corporate Plaza, Suite 248			Newport Beach	CA	92660
Power Energy Risk (PERSe)	c/o Mendes & Mount	750 Seventh Avenue			New York	NY	10019-6829
United Specialty Insurance Company	c/o Lloyd's America, Inc.	Attention: Legal Department	280 Park Avenue, East Tower, 25th Floor		New York	NY	10017